

**MEETING AGENDA  
MOUNTAIN BROOK CITY COUNCIL**

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

**FEBRUARY 26, 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 02262024).**

1. Presentation of the annual financial audit of the City as of and for the year ended September 30, 2023.
2. Approval of the minutes of the February 12, 2024, regular meeting of the City Council.
3. Consideration: Resolution ratifying the professional service proposal with MAK Engineering LLC for the storm shelter review at Fire Station No. 2.
4. Consideration: Resolution accepting the proposal with Mobile Communications America for the location of Amplifier and base radio at Fire Station No. 2.
5. Consideration: Resolution accepting the proposal with BHATE for the construction materials testing and IBC Special Inspection Services for Fire Station No. 2.
6. Consideration: Resolution accepting the proposal with Alscan with respect to the video surveillance system and access control system at Fire Station No. 2.
7. Consideration: Resolution authorizing the sale or disposal of certain surplus property.
8. Consideration: Resolution approving the contract with LibraryPass for the O'Neal Library.
9. Consideration: Resolution authorizing the issuance of a purchase order with respect to labor and materials for the Mayor's deck project.
10. Consideration: Resolution establishing the Environmental Sustainability committee for the City of Mountain Brook, defining its purpose and outlining its duties.
11. Consideration: Resolution appointing Clay Ragsdale to the Environmental Sustainability committee for a term of three years, ending on February 26, 2027.
12. Consideration: Resolution appointing Laney DeJonge to the Environmental Sustainability committee for a term of three years, ending on February 26, 2027.
13. Consideration: Resolution appointing Jeffrey Lisenby to the Environmental Sustainability committee for an initial term of two years, ending on February 26, 2026.
14. Consideration: Resolution appointing Emily Debuys to the Environmental Sustainability committee for an initial term of two years, ending on February 26, 2026.
15. Consideration: Resolution appointing Helen Harmon to the Environmental Sustainability committee for an initial term of one year, ending on February 26, 2025.
16. Comments from residents and attendees.
17. Announcement: The next regular meeting of the City Council is March 11, 2024 at 7:00 p.m.
18. Adjourn.

**MOUNTAIN BROOK CITY COUNCIL  
PRE-MEETING DISCUSSION  
FEBRUARY 12, 2024**

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[As a convenience, members of the public were invited to listen and observe in the public meeting by Internet video conference. There were 3 virtual attendees at the meeting.]

The City Council of the City of Mountain Brook, Alabama met informally in-person at 6:15 p.m. on the 12<sup>th</sup> day of February, 2024 (others were allowed to listen to the meeting by way of Internet video conference-3 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: None

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

**1. AGENDA**

1. Design presentation of proposed speed humps on Halbrook Lane and Arundel Drive

Richard Caudle-Skipper Consultants

- Prepared concept plans
- Option 1: 3 speed hump system (3 speed humps on Halbrook Lane, 2 speed humps on Arundel Drive, and 1 speed hump on Asbury Place)
- Option 2: 2 speed hump system (2 speed humps on Halbrook Lane, 2 speed humps on Arundel Drive, and zero speed humps on Asbury Place)
- Would recommend the speed humps be made out of asphalt, 12 feet long, with a maximum height of 3 inches
- Would recommend a public hearing before speed humps are installed

James Hildreth-3804 Halbrook Lane

- The residents of Halbrook Lane proposed closing the road

Whit Colvin-City Attorney

- There is no clean place to close the road due to it serving multiple cities
- Roads can only be closed in your own city
- A city cannot close off another city's public right-of-way

Jaye Loggins-Police Chief

- Speed humps are designed for speeding, this is not a speeding issue-it is a volume issue
- Issue is Vestavia has grown causing more traffic
- Question if the speed humps will cause people to change their route
- With speed humps comes noise and wear and tear on vehicles

- Does not think the speed humps will accomplish what the council is trying to accomplish

Chris Mullins-Fire Chief

- In an emergency, seconds count
- Speed humps slow down vehicles; however, they also slow down emergency vehicles
- Speed humps can dramatically affect response times

Virginia Smith-Council President

- A public hearing will be scheduled

## 2. Euclid Avenue “curve” at Azalea Road recommendations

Richard Caudle-Skipper Consultants

- On January 1<sup>st</sup> 2024, there was an accident at 96 Azalea Road where the vehicle left the road and struck the residence of 742 Euclid Avenue
- The speed of the vehicle was going in excess of 100mph
- There is about 3,000 feet of level flat road westbound on Euclid
- There was a very similar crash in 2015 that destroyed cars at 96 Azalea Road
- The January 1<sup>st</sup> crash was caused by the DUI and high speed
- The only true mitigation would be to install a guardrail; however, the crash frequency does not warrant the installation of a guardrail
- Recommendation is to install a flashing warning beacon

Clark Trimmer-742 Euclid Avenue

- Would welcome a guardrail
- Concern is people ignore the speed limit on Euclid and a flashing light will be ignored too
- A flashing light will not change driving behavior

Virginia Smith-Council President

- Will have Richard Caudle of Skipper Consultants provide guardrail design and options

## 3. Street Light request for Overton Road/Knollwood Lane

Sam Gaston-City Manager

- There was a street light request at Overton Road and Knollwood Lane
- Can send out notices for a public hearing on February 26<sup>th</sup>

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

## 2. EXECUTIVE SESSION AND ADJOURNMENT

Council President Pro Tempore made a motion that the City Council convenes in executive session to discuss matters of litigation and that the City Council shall reconvene upon conclusion of the executive session to the regular council meeting. The City Attorney certified that the subject matters were allowed to be discussed in executive pursuant to Alabama Law. The motion was seconded by Council Member Lloyd Shelton. 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 pre-meeting at approximately 6:57 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 February 12, 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.

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City Clerk, Approved by  
City Council February 26, 2024



**MINUTES OF THE REGULAR MEETING OF THE  
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK  
FEBRUARY 12, 2024**

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[As a convenience, members of the public were invited to listen and observe in the public meeting by Internet video conference. There was 1 virtual attendee at the meeting.]

The City Council of the City of Mountain Brook, Alabama met in person at 7:01 p.m. on the 12<sup>th</sup> day of February, 2024 (others were allowed to listen to the meeting by way of Internet video conference-there was 1 attendee). 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  
Stewart Welch III, Mayor

Absent: None

Also present were City Attorney Whit Colvin, 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. RECOGNITION OF SPECIAL GUESTS-BOY SCOUTS**

Lawson Lyons represented several members of Troup 63 out of Canterbury United Methodist Church

- Members working on their communications merit badge

**2. 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 22, 2024, regular meeting of the City Council

<b>2024-022</b>	Execute a Service Agreement with Lexipol LLC with respect to Cordico Shield Law Enforcement Wellness App	Exhibit 1, Appendix 1
<b>2024-023</b>	Execute a contractor agreement with Net Connection LLC with respect to batting cage installation at Mountain Brook Elementary	Exhibit 2, Appendix 2
<b>2024-025</b>	Authorize the sale or disposal of certain surplus property	Exhibit 3, Appendix 3

Thereupon, the foregoing minutes and resolutions (Nos. 2024-022, 023, and 025), 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. 2024-022, 023 and 025) were adopted by a vote of 5—0 and as evidence thereof he signed the same.

**3. MAYORAL APPOINTMENT TO THE PLANNING COMMISSION (EXHIBIT 4)**

Stewart Welch-Mayor

- Appointed Carey Hollingsworth to serve on the Planning Commission

**4. JEFFERSON COUNTY PROBATE JUDGE PLACE 1 CANDIDATE ADDRESSED COUNCIL**

Yashiba Blanchard-Jefferson County Probate Judge Place 1 Candidate

- Has practiced law for 10 years
- Wants to increase efficiency on the bench
- Wants to create a pro-se day in the court house
- Asking for support on March 5<sup>th</sup>, 2024

**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 26, 2024, 7:00p.m.

**7. ADJOURNMENT**

There being no further matters for discussion Council President Virginia Smith adjourned the formal meeting at approximately 7:08 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 February 12, 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.

**RESOLUTION NO. 2024-026**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby ratifies the professional services agreement submitted by MAK Engineering, Inc., in the form as attached hereto as Exhibit A, with respect to the Mountain Brook Fire Station No. 2 Storm Shelter Peer Review.

**ADOPTED:** This 26th day of February, 2024.

\_\_\_\_\_  
Council President

**APPROVED:** This 26th 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 26, 2024, as same appears in the minutes of record of said meeting.

\_\_\_\_\_  
City Clerk



February 14, 2024

**Contract Proposal For:**

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

**Project:**

**Mountain Brook Fire Station No. 2 Storm Shelter Peer Review**

**Project Description:**

MAK engineering, LLC (MAK) appreciates the opportunity to offer this proposal for structural peer review services in conjunction with construction of a new storm shelter for the City of Mountain Brook. A new storm shelter will be constructed as part of a new Fire Station building project. Peer review services will be provided for the storm shelter design in accordance with the 2020 ICC 500 *Standard for the Design and Construction of Storm Shelters*. MAK proposes to offer the following scope of work:

**Scope of Services:**

- Review drawings, calculations, specifications and other pertinent information of the storm shelter for conformance to the requirements of Chapter 3 of the 2020 ICC 500. Documents for review will be provided by the owner's design team.
- Preparation of signed and sealed letter attesting to the peer review and conformance (to the best of MAK's ability) with the 2020 ICC 500.

The above defined scope of work shall be considered the "Basic Services" provided by MAK under this contract. Services not listed above shall be considered "Additional Services". Any additional services performed shall be based upon the hourly charges shown in the "Rate Schedule" below.

Services *excluded* from the above noted scope of services include but are not limited to the following:

- Structural engineering analysis and design for the storm shelters.
- Preparation of drawings and details related to the storm shelters.
- Shop drawing review or other construction phase services for the storm shelter.

**Fee Structure:**

**MAK proposes to provide these services for the following lump sum fee of \$3,500.**

**BIRMINGHAM**

**205.624.4220**

351 Canyon Park Drive  
Ste B, Pelham, AL 35124

**TUSCALOOSA**

**205.469.7912**

1490 Northbank Parkway,  
Ste 272, Tuscaloosa, AL 35406



If the scope of the project changes by more than 5% or the basic services as defined above change, the above-mentioned fee and scope of services shall be subject to renegotiation. Additional services may be negotiated or may be subject to the hourly rate schedule below.

Rate Schedule

Senior Engineer	\$195.00 per hour
Staff Engineer	\$110.00 per hour
Drafter/Designer	\$85.00 per hour
Clerical	\$50.00 per hour

**Authorization and Schedule:**

This contract, when signed and returned to our office, will serve as our authorization to proceed with the basic services as defined above. Changes to the scope of work will be defined in writing and additional service fees will be provided prior to commencement of work. MAK will coordinate scheduling of the work upon receipt of an executed copy of this contract.

If the above "Scope of Services" and below "Terms and Conditions" are acceptable, please sign below and initial the "Terms and Conditions" page as acknowledgment of acceptance and return for our records. We appreciate the opportunity to assist you and hope to hear from you soon.

Sincerely,

Michael A. Kingsmore, P.E.  
Partner/President  
MAK engineering, LLC

Accepted by:

2/15/2024

Signature

Date

Steven Boone, Assistant City Manager/Finance Director  
Printed Name

Attachment: Terms and Conditions

BIRMINGHAM

205.624.4220

351 Canyon Park Drive  
Ste B, Pelham, AL 35124

TUSCALOOSA

205.469.7912

1490 Northbank Parkway,  
Ste 272, Tuscaloosa, AL 35406



## **Terms and Conditions:**

**Standard of Care:** Services performed by MAK under this contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, expressed or implied is made or intended by MAK.

**Ownership of Documents:** All documents including drawings, specifications, reports, calculations and other documents prepared by MAK, as instruments under this contract, are and shall remain the property of MAK. Any reuse of such documents without the expressed written consent of MAK is prohibited. Reuse of such documents shall be at the client's sole risk and without liability or legal exposure to MAK and the client shall defend, indemnify and hold harmless MAK from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting from such reuse. Any such reuse or adaptation will entitle MAK to further compensation. Except as specifically set forth in writing and signed by both MAK and the client, MAK shall have all copyright and patent rights with respect to all materials developed under this contract, and MAK is hereby granted a non-exclusive license to use and employ such materials within MAK business.

**Payment:** Invoices for services will be submitted on a monthly basis. If services are on a lump sum basis, the project will be billed at a rate reflective of the job percentage completed at the time the invoice is prepared. If services are on an hourly basis, the project will be billed at a rate reflective of the hourly work completed. Invoices shall be considered past due if not paid in full within 30 days of the invoice date. A monthly service charge of 1.5% will be added to the unpaid balance of overdue accounts. If any or all due amounts remain unpaid after 90 days, the client shall pay the cost of collection, including reasonable attorney fees.

**Confidentiality:** Each party shall retain as confidential all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the same time of transmission and said party shall not reveal such information to any third party.

**Subcontracting:** MAK reserves the right to subcontract any and all services, duties, and obligation of this contract.

**Third-Party Beneficiaries:** *Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or MAK. MAK's services under this agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against MAK because of this agreement or the performance or nonperformance of services hereunder. The Client and MAK agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this project to carry out the intent of this provision.*

**Construction Responsibility:** MAK shall not be responsible for the means, methods, procedures, techniques or sequences of construction, nor jobsite safety. MAK shall not be responsible for the contractor's failure to carry out the work in accordance with the contract documents.

**Termination:** This contract may be terminated by either party upon seven (7) days written notices in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of period specified in the written notice. In the event of termination, MAK shall be paid for services performed to the termination notice date plus reasonable termination expenses to organize MAK files and any reasonable expenses incurred by MAK to coordinate efforts with another party.

**Disputes:** All Claims, disputes and other matters in question arising out of this contract, shall be decided by mediation in accordance with the Construction Industry Arbitration Rules and Mediation Procedures of the American Arbitration Association.

**Compliance with Codes and Standards:** In the performance of all service to be provided under this contract, MAK and the client agree to put forth reasonable professional efforts to comply with codes, regulations and laws in effect as of this contract date.

**Discovery of Concealed or Unknown Conditions:** Inasmuch as the remodeling and/or rehabilitation of the existing structure requires that certain assumptions be made by MAK regarding existing conditions, and because some of these assumptions may not be verifiable without the Client's expending substantial sums of money or destroying otherwise adequate or serviceable portions of the structure, the Client agrees to bear all costs, losses and expenses, including the cost of MAK's additional services, arising from the discovery of concealed or unknown conditions in the existing structure.

**Consequential Damages:** *Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor MAK, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and MAK shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.*

**Limits of Liability:** *In recognition of the relative risks and benefits of the Project to both the Client and MAK, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the MAK and MAK's partners, employees, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of MAK and MAK's partners, employees, owners and subconsultants shall not exceed \$ 50,000 or MAK's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. Further, the client agrees to hold harmless and indemnify MAK against all claims except to the extent caused by the sole, willful negligence of MAK.*

INITIAL \_\_\_\_\_

**RESOLUTION NO. 2024-027**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook that the City Council hereby accepts the proposal submitted by Mobile Communications America, in the form as attached hereto as Exhibit A, with respect to the approval of the location of Amplifier and base radio at Fire Station No. 2.

**ADOPTED:** This 26th day of February, 2024.

\_\_\_\_\_  
Council President

**APPROVED:** This 26th 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 26, 2024, as same appears in the minutes of record of said meeting.

\_\_\_\_\_  
City Clerk

## Mountain Brook / MCA Scope Of Work

### Contractor Responsibilities:

- Provide 120V AC power within 6 feet of amplifier location
- Run any conduit required to hang speaker wire to include a chase to bring speaker wire from the second floor to the first floor and penetrate the outside walls for the exterior speakers.

### MCA Responsibilities:

- Acquire amplifier, speakers, speaker wire and any required hardware.
- Unpack, inventory and check all incoming equipment.
- Deliver equipment to customer location.
- Run speaker wire throughout building to all speaker locations.
- We intend to use terminal blocks to connect banks of speakers which will allow for more efficient troubleshooting in future years.
- Install speakers at locations listed in separate attachment.
  - o Speakers are 70V with no lighting accommodations.
  - o Speakers listed as "ceiling" are 2X2 drop in speakers that drop into a 2X2 ceiling grid installed by the contractor. In the case of the bathrooms, it is a slightly different speaker, but it would still mount between the 2X2 grid.
  - o Speakers listed as "SPT..." are horn style speakers for the patio and outside areas that would mount to the wall.
  - o Speakers listed as "Pendant" are speakers that would hang down from the ceiling in the engine bay area.
- Install wall mounted volume controls if required (3 have been provided for in this quote).
- Install the amplifier (200W amp quoted) in the agreed upon location (possibly Day Room Area).
  - o There have not been any provisions made for a cabinet or shelf to hold the amplifier in this quote.
- Interface the amplifier to the base radio (base radio is not part of this quote).
- Test system and adjust volume controls to customer specifications.
- Obtain project sign off by customer.



**Customer Tasks:**

Finalize approval for location of Amplifier and base radio.

Determine how you want the amplifier and base radio mounted / housed.

We need to determine how to set up comms in Safe Room.

Equipment cost: \$7105.53

Labor Cost: \$20,000

TOTAL: \$27,105.53

Regards,

**Marc St.Amand**

Service Manager

205 591-8804 X148



Location	Type	Quantity
Day Room	Ceiling	2
Kitchen	Ceiling	1
Hallway	Ceiling	2
Bathroom 110	Ceiling	1
Lobby 100	Ceiling	1
Work Room 129	Ceiling	1
Corr 109	Ceiling	1
Office 101	Ceiling	1
Lt Office 102	Ceiling	1
Stair 113	SPT15A	1
Bathroom 126	Ceiling	1
Dorm 123	Ceiling	1
Hall 114	Ceiling	1
Bathroom 115/116	Ceiling	2
Shower 117	Ceiling	1
Study 118	Ceiling	1
Dorm 119	Ceiling	1
Dorm 120	Ceiling	1
Dorm 121	Ceiling	1
Dorm 122	Ceiling	1
Engine Bay	Pendant	4
Patio 144	SPT5A	1
Outside Engine Bay	SPT15A	1
Exercise Room	Ceiling	1
Turn Out Room	Ceiling	1
Corr 135	Ceiling	1
Showers 136	Ceiling	1
Decon Rm 134	Ceiling	1
Pre Decon 131	Ceiling	1
Storm Room 132	Ceiling	1
Dorm 210	Ceiling	1
Dorm 209	Ceiling	1
Dorm 208	Ceiling	1
Dorm 207	Ceiling	1
Study 206	Ceiling	1
Bathroom 205	Ceiling	1
Showers 203	Ceiling	1
TLT 204	Ceiling	1
Corr. 202	Ceiling	1
Bathroom 214	Ceiling	1
Dorm 211	Ceiling	1
Hallway	Ceiling	2
Volume Controls	Wall	3
Bogen Amplifier	200 AMP	1



MCA has been a qualified service provider for the City of Mountainbrook for several years now. Some of the work we do includes the following:

- Maintain programming, repair and sales of portable and mobile public safety radios.
- Installation and maintenance of Watchguard camera systems in police vehicles.
- Installation and maintenance of a BDA system at Mountain Brook Jr High School. (We were a subcontractor for BrasfieldGorrie)

We thank you for your business and look forward to doing business in the future.

Regards,

**Marc St.Amand**  
Service Manager  
205 591-8804 X148

**RESOLUTION NO. 2024-028**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook that the City Council hereby accepts the proposal submitted by BHATE Geosciences Corporation, in the form as attached hereto as Exhibit A, with respect to the construction materials testing and IBC Special Inspection Services at Fire Station No. 2

**ADOPTED:** This 26th day of February, 2024.

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Council President

**APPROVED:** This 26th day of February, 2024.

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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 26, 2024, as same appears in the minutes of record of said meeting.

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City Clerk



**Bhate Geosciences Corporation**  
Geotechnical, Materials, Environmental Engineers

February 12, 2024

Mr. Steve Boone, Assistant City Manager  
City of Mountain Brook  
102 Tibbett Street  
Mountain Brook, Alabama 35213

**Subject:** Proposal to Provide Construction Materials Testing and  
IBC Special Inspection Services  
Proposed Mountain Brook Fire Station #2  
Mountain Brook, Alabama  
BHATE Proposal Number: 4032-24 (123174)

Dear Mr. Boone:

Bhate Geosciences Corporation (BHATE) appreciates the opportunity to submit this preliminary proposal to provide constructions materials testing and special inspections services during construction of the Mountain Brook Fire Department Station No. 2. We look forward to working with you and continuing our relationship with the City of Mountain Brook. In this proposal we have included the following:

- Project information
- Execution plan
- Basis of scope
- Basis of budget

#### **A PROJECT INFORMATION**

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We have reviewed the bid drawings dated 11/10/23 (90% Set) including the schedule of special inspections. Based on the drawings and information provided by Adam Kent with Barrett Architecture Studio we understand the following:

Construction will consist of an approximately 13,00 SF one to two-story fire station with CMU walls and shallow concrete foundations. We expect the placement of a minimal amount of fill will be required to reach the final subgrade elevation. We understand that certain paved portions of the site will remain and be incorporated into the new fire station development.

***The project information reviewed should be considered preliminary. As final design documents, specifications and construction schedule is available for review, BHATE asked for the opportunity to re-evaluate the preliminary scope and budget estimate.***

## B. PROJECT EXECUTION PLAN

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During construction of the Fire Station, our personnel will perform the following services, in accordance with the project specifications and Special Inspection Schedule.

### B.1 BHATE Safety

Jobsite safety is a top priority of BHATE and we will follow established safety protocols associated with individual tasks to be performed by our staff at the site. Overall jobsite safety associated with construction and the contractor, subcontractor or other personnel working or visiting the site is the sole responsibility of the general contractor.

### B.2 Quality Assurance Testing Oversight

Qualified engineers and technicians working under the direction of our senior staff will be assigned to the project. The program of testing and inspections includes:

- Participate in preconstruction meetings applicable to geotechnical and construction materials testing services.
- Perform observations and tests as scheduled by the contractor or by the designated owner representative. Prepare appropriate documentation of field activities.
- Submit reports to the project team and maintain chains of communication with the contractor and all appropriate parties related to our services.
- Promptly respond to and resolve technical issues and provide recommendations related to site work, foundations or CMT items.
- Review of laboratory and field test reports by Senior Professionals prior to final distribution.
- Prepare Special Inspection Reports as required by IBC Chapter 17 for submittal to the design team and Building Official.
- Distribute electronic versions of reports to project team

Unless otherwise instructed, we would perform the following construction materials testing and inspection services.

### B.3 Earthwork Observation and Testing

- Earthwork: Conduct laboratory compactions tests on representative fill soils in general accordance with ASTM D698 or D1557 whichever is specified
  - Subgrade evaluation: Observe proof roll activities and provide recommendations for remediation as required
  - Conduct in-place field density tests on compacted fill to measure the relative compaction achieved by the grading contractor

### B.4 Shallow Foundation Observation and Testing

- Observe shallow foundation excavations for size and depth, and confirm that exposed foundation soils are in accordance with the design bearing capacity
- As applicable, perform periodic observation of installed reinforcing steel for project document conformance



- Obtain samples of fresh foundation concrete and perform field tests and cast specimens for compressive strength testing. Perform compressive strength testing.

#### B.5 Cast-In-Place Concrete Special Inspection and Materials Testing

- As applicable, perform periodic observation of installed reinforcing steel for project document conformance
- As applicable, perform observation of concrete placement for proper conveyance and placement techniques
- Sampling and Testing: Obtain samples and perform tests on plastic concrete in the field including slump, air content, unit weight and temperature
  - Cast concrete cylinder specimen for compressive strength testing
  - Cure, test and report concrete cylinder test results

#### B.6 Masonry

- Mortar/Grout Mix: Perform periodic observation of on-site mortar and grout mixing
- Masonry Inspection: Perform periodic observation of masonry units and check the size and location of structural elements
- Grout Placement: Provide observation of grout space prior to grout placement and observe grout placement
- Material Storage: Perform periodic observation of material storage and protection at the project site
- Sampling and Testing: Obtain field samples of mortar and grout, prepare mortar and grout specimens, perform laboratory curing and compressive strength testing and report test results. Test compressive strength of masonry CMU's or prisms prepared by the project masonry contractor.

#### B.7 Structural Steel

- Material and Personnel Certification: Verify material identification markings as specified and obtain manufacturer's certified mill test reports/certificates of compliance for structural steel, bolt assemblies and weld filler material
- Bolts: Inspect installation and tightening of high-strength bolts. Verify proper tightening sequence.
- Weld Inspections: Visually inspect welds. Inspect pre-heat, post-heat and surface preparation between passes. Verify size and length of fillet welds.
- NDT Testing: Perform ultrasonic testing of 10% of all field welds

#### B.8 Pavements

- Subgrade Preparation: Observe proof roll of subgrade and conduct in-place field density tests per projects specifications
- Material Compliance Verification: Sample aggregate base material and perform tests to provide indication of specification compliance
- Field Density Testing: Perform field density testing of aggregate base material
- Bituminous Pavements
  - Observe placement of bituminous asphalt concrete
  - Perform nuclear density testing of asphalt as a preliminary density evaluation



- Gather cores for laboratory testing to include thickness and bulk gravity determination. We have assumed the paving contractor will core the asphalt to provide the required number of specimens, and patch the cored locations.

#### B.9 Project Coordination, Management & Administration

- Coordinate field and laboratory testing. Communicate with the owner's representative, contractor's supervising personnel and BHATE's field representatives
- Review laboratory and field test reports
- Monitor budget and review invoices
- Distribute electronic versions of reports to the appropriate project team members

### C. BASIS OF SERVICE SCOPE

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During the preparation of this proposal, we reviewed project drawings provided by Adam Kent with Barrett Architecture Studio. It should be acknowledged that our testing/inspection schedule and corresponding opinion of probable cost below should also be considered preliminary. Based on the information provided, we have assumed the following:

#### C.1 Mass Grading & Foundations

- Subgrade Evaluation
  - Two (2) periodic visits by a Project Professional to perform subgrade evaluation
- Field Density Testing
  - Eight (8) periodic visits by an Engineering Technician II for nuclear density testing
  - One (1) standard proctor and soil classification
- Shallow Foundations
  - Eight (8) periodic visits by a Project Professional to observe footing bearing conditions
  - Eight (8) periodic visits by an Engineering Technician II for concrete sampling
  - Eight (8) sets of five cylinders for shallow foundations

#### C.2 Cast-in-Place Concrete

- Slab-on-grade and Elevated Slab Inspections
  - Eight (8) periodic visits by a Special Inspector Representative for rebar observations
  - Eight (8) periodic visits by an Engineering Technician II for concrete sampling
  - Eight (8) sets of seven cylinders for slab-on-grade
- Miscellaneous Pours
  - Two (2) periodic visits by a Special Inspector Representative for rebar observations
  - Two (2) periodic visits by an Engineering Technician II for concrete sampling
  - Two (2) sets of five cylinders

#### C.3 Masonry

- Masonry wall Inspection, Sampling and Testing:
  - Fifteen (15) periodic visits by a Special Inspector Representative for masonry observations
  - Two (2) periodic visits by an Engineering Technician II for mortar/grout sampling
  - One (1) set of six mortar cylinders
  - One (1) set of three grout specimens
  - One (1) set of six CMU's

#### C.4 Structural Steel

- Structural Steel Inspection and Testing:
  - Fifteen (15) periodic visits by a Senior Metals Inspector for steel observations

#### C.5 EIF & Fireproofing

- EIF Inspection and Testing:
  - Ten (10) periodic visits by a Special Inspector Representative for EIF
- Fireproofing Inspection and Testing:
  - Ten (10) periodic visits by a Special Inspector Representative for Fireproofing

#### C.6 Pavement

- Subgrade Evaluation
  - Five (5) periodic visits by Project Professional for proof roll
  - Five (5) continuous visits by Senior CMT Technician for testing and observation
- Asphalt Binder Course Testing
  - Five (5) periodic visit by Engineering Technician III for testing and observation
  - Testing of five cores (We assume cores will be cut by others)

## D PRELIMINARY BUDGET WORKSHEET

Based on the information discussed in Section C, we have prepared a preliminary estimated budget as shown in the following worksheet.

Service	Quantity	Unit	Unit Rate	Estimate
<b>1.0 Mass Grading &amp; Foundations</b>				
Geotechnical Professional	16	hour	\$115.00	\$1,840.00
Engineering Technician II (Soils)	64	hour	\$75.00	\$4,800.00
Nuclear Gauge	64	hour	\$11.50	\$736.00
Vehicle Charge	44	trip	\$75.00	\$3,300.00
Standard Proctor Compaction Test	2	each	\$170.00	\$340.00
Classification (Atterberg & Wash 200)	2	each	\$190.00	\$380.00
Engineering Technician II (Concrete)	80	hour	\$75.00	\$6,000.00
Compressive Strength Tests (5 cyl/set)	40	each	\$22.00	\$880.00
				<b>\$18,276.00</b>
<b>2.0 Cast-In-Place Concrete Special Inspections and Materials Testing</b>				
Engineering Technician II (Concrete)	60	hour	\$75.00	\$4,500.00
Engineering Technician II (Rebar)	40	hour	\$75.00	\$3,000.00
Vehicle Charge	20	trip	\$75.00	\$1,500.00
Compressive Strength Tests (5 cyl/set)	66	each	\$22.00	\$1,452.00
				<b>\$10,452.00</b>
<b>3.0 Masonry</b>				
Engineering Technician II (Masonry)	120	hour	\$95.00	\$11,400.00
Vehicle Charge	15	trip	\$75.00	\$1,125.00
CMUs	4	each	\$150.00	\$600.00
Mortar Compressive Strength (6 cyl/set)	4	each	\$22.00	\$88.00
Grout Compressive Strength (3 ea/set)	15	each	\$50.00	\$750.00
				<b>\$13,963.00</b>
<b>4.0 Structural Steel</b>				
Senior Metals Inspector	60	hour	\$110.00	\$6,600.00
Vehicle Charge	15	trip	\$75.00	\$1,125.00
Ultrasonic Machine	20	hour	\$60.00	\$1,200.00
				<b>\$8,925.00</b>
<b>5.0 EIF &amp; Fireproofing</b>				
Senior Metals Inspector	80	hour	\$110.00	\$8,800.00
Vehicle Charge	20	trip	\$75.00	\$1,500.00
Laboratory Analysis	1	Allowance	\$750.00	\$750.00
				<b>\$11,050.00</b>
<b>6.0 Pavements</b>				
Staff Professional	20	hour	\$115.00	\$2,300.00
Engineering Technician II	20	hour	\$75.00	\$1,500.00
Nuclear Gauge	40	hour	\$11.50	\$460.00
Vehicle Charge	15	trip	\$75.00	\$1,125.00
Core Thickness	10	each	\$35.00	\$350.00
				<b>\$5,735.00</b>
<b>7.0 Project Management &amp; Administration</b>				
Project Management & Pre-con Meetings	25	hour	\$130.00	\$3,250.00
Project Engineer	45	hour	\$200.00	\$9,000.00
Project Administrative Assistant	45	hour	\$85.00	\$3,825.00
				<b>\$16,075.00</b>
<b>Estimated Budget</b>				<b>\$66,200.00</b>



Please note that the budget shown above is only an estimate and not a GMP. There will likely be several factors beyond our control such as contractor schedule or non-compliant items that could affect the final cost. As always, we will make efforts to provide our services in a cost-efficient manner and we will look for ways to multitask and save the client money. Our charges will be for actual services and tests provided. The estimated budget does not include charges for non-compliant items or retests.

#### **E. SCHEDULING CMT SERVICES**

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Our services will be provided as scheduled by your designated field personnel. A minimum 72-hour notice is required to schedule our services. We will only provide services defined by the scope outlined previously and when scheduled by your designated representative. We will not be responsible for tests not performed as a result of failure to schedule/request our services or subsequent damage caused as a result of the lack of testing.

*NOTE: Failure to properly schedule services can be a major problem with quality assurance as well as managing the CMT budget. We strongly recommend that these items be clearly discussed during preconstruction meetings with the contractor's field superintendent.*

#### **F. ADDITIONAL SERVICES**

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We will perform only those services outlined previously. Client and BHATE may subsequently agree in writing to provide additional services under this agreement for additional negotiated compensation. The budget will not be exceeded without written authorization.

#### **G. WARRANTY**

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It is important to acknowledge that the presence of our field representatives and performing observation and testing services during construction does not relieve the contractor from meeting the project plans, specifications, or other contractual details regarding the project. Services we provide will be consistent with the engineering standards prevailing at the time and in the area where the services are performed. No other warranty, expressed or implied, is intended. Our testing and observation services would be provided for the sole benefit of our client to assist the client in meeting the quality assurance function. Our proposed services would not be to assist the contractor in meeting his quality control function and obligation.

#### **H. AUTHORIZATION AND CLOSING**

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In an effort to protect our clients' financial security and mitigate the risk of check theft via mail fraud, we are requesting payments not be sent by the United States Postal Service. Electronic payment methods are preferred. Our accounting staff will be happy to assist in setting up an electronic payment method. If it is necessary to send a physical check, we are requesting they be sent via an alternative carrier such as FedEx or UPS.

The attached General Terms and Conditions should be acknowledged as part of this proposal. A signed copy of the attached Proposal Acceptance Sheet, returned to our office will serve as our authorization to proceed with the proposed scope of services. We appreciate the opportunity to present this proposal and would be happy to discuss the proposed scope with you. If you have any questions or need modifications to our scope of services, we would be happy to consider such changes. We look forward to working with you.

Respectfully submitted,  
**Bhate Geosciences Corporation**



Steve Mauldin  
Staff Engineer



Mark Bryant  
CMT Manager



# BHATE GEOSCIENCES CORPORATION

## CONSTRUCTION TESTING SERVICES AUTHORIZATION SHEET

Bhate Geosciences Corporation (BHATE) is pleased to provide the services described in the appended proposal. The purpose of this sheet is to obtain your authorization for the services requested and to confirm the terms under which these services are provided as shown below and on the attached General Terms and Conditions sheet(s). **Please complete, sign and return this form to authorize the proposed scope of services.**

**PROJECT NAME/LOCATION:** Proposed Mountain Brook Fire Station #2

**BHATE PROPOSAL/PROJECT #:** 4032-24 (123174) **DATE:** February 12, 2024

**FOR PAYMENT OF CHARGES:**

Charge invoice to the Account of:

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ Zip Code \_\_\_\_\_ Phone No. \_\_\_\_\_

Attention: \_\_\_\_\_ Title \_\_\_\_\_

Email: \_\_\_\_\_

Purchase Order or Project Number Required on Invoice: \_\_\_\_\_

**FOR APPROVAL OF CHARGES:**

If the invoice is to be mailed to someone other than the account charges, please indicate where to mail the invoice in the space below

Firm: \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_ Zip Code \_\_\_\_\_ Phone No. \_\_\_\_\_

Attention: \_\_\_\_\_ Title \_\_\_\_\_

Email: \_\_\_\_\_

**REPORT DISTRIBUTION:**

Firm \_\_\_\_\_ Firm \_\_\_\_\_ Firm \_\_\_\_\_

Address \_\_\_\_\_ Address \_\_\_\_\_ Address \_\_\_\_\_

Attn: \_\_\_\_\_ Attn: \_\_\_\_\_ Attn: \_\_\_\_\_

Email: \_\_\_\_\_ Email: \_\_\_\_\_ Email: \_\_\_\_\_

**PAYMENT TERMS:** Net 10 days. A late payment of 18% per annum or the maximum amount allowed by law, including all costs of collection and attorney fees, may be added in the event payment is not made within 30 days after invoice date.

**PROPOSAL ACCEPTANCE:**

The Terms and Conditions of this Proposal, including the Terms on this page and the attached General Conditions are:

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
Print or type individual, firm or corporate body name

\_\_\_\_\_  
Signature of authorized representative

\_\_\_\_\_  
Print or type name of authorized representative and title

# BHATE GEOSCIENCES CORPORATION

## GENERAL CONDITIONS FOR CONSTRUCTION MATERIALS ENGINEERING & TESTING

### 1. DEFINITIONS

**1.1 Contractor.** The contractor or contractors, and including their subcontractors of every tier, retained to perform construction for the project by the Client.

**1.2 Day(s).** Calendar day(s) unless otherwise stated.

**1.3 Hazardous Materials.** Any toxic substances, chemicals, radioactivity, pollutants or other materials, in whatever form or state, known or suspected to impair the environment in any way whatsoever. Hazardous materials include, but are not limited to, those substances defined, designated or listed in any federal, state or local law, regulation or ordinance concerning hazardous wastes, toxic substances or pollution.

**1.4 Inspection (or Observation).** Visual determination of general conformance with project requirements or as determined by Bhate Geosciences based on their professional judgment.

**1.5 Services.** The professional services provided by BHATE under this Agreement, including all services described in the SCOPE OF SERVICES included in Exhibit A, and any written Task Order or amendment to this Agreement.

**1.6 Testing.** Measurement, examination, performance of tests, and any other activities to determine the characteristics or performance of materials.

**1.7 Work.** The labor, materials, equipment and services of Contractor.

### 2. SCOPE OF SERVICES

**2.1 Services Provided; Independent Contractor.** BHATE will provide construction materials engineering and testing services as set forth in the PROPOSAL FOR GEOTECHNICAL OBSERVATION AND CONSTRUCTION MATERIALS TESTING SERVICES. BHATE will perform its services under this Agreement as an independent consultant.

**2.2 Limited Authority.** BHATE will report observations and test data and distribute the information as authorized by the Client. *BHATE has no authority or responsibility to alter, approve, certify, accept, reject, or stop work of any agent directly or indirectly employed by the Client.*

**2.3 Referenced Standards.** BHATE will perform standard tests, inspections and observations in general accordance with referenced standards and makes no representation regarding compliance with any other standards.

**2.4 Variation of Material Characteristics and Conditions.** Observations and standardized sampling, inspection and testing procedures employed by BHATE will indicate conditions of materials and construction activities only at the precise location and time where and when services were performed. Client recognizes that conditions of materials and construction activities at other locations may vary from those measured or observed, and that conditions at one location and time do not necessarily indicate the conditions of apparently identical material(s) at other locations and times. Services of BHATE, even if performed on a continuous basis, should not be interpreted to mean that BHATE is observing, verifying, testing or inspecting all materials on the project. BHATE is responsible only for those data, interpretations, and recommendations regarding the actual materials and construction activities observed, sampled, inspected or tested, and is not responsible for other parties' interpretations or use of the information developed. BHATE may make certain inferences based upon the information derived from these procedures to formulate professional opinions regarding conditions in other areas.

**2.5 Changes in Scope.** Client may request changes in the PROPOSAL FOR GEOTECHNICAL OBSERVATION AND CONSTRUCTION MATERIALS TESTING SERVICES. Such changes, including any change in BHATE's compensation or time of performance, which are mutually agreed upon by BHATE and Client, will be incorporated in written amendments to this Agreement. No change will be effective unless it is in writing and signed by Client and BHATE, or if made orally, confirmed by the parties in writing within 10 days.

**2.6 Excluded Services.** BHATE's services under this Agreement include only those services specified in the PROPOSAL FOR GEOTECHNICAL OBSERVATION AND CONSTRUCTION MATERIALS TESTING SERVICES. Client expressly releases any claim against BHATE relating to any additional Services that BHATE recommended, but that Client either did not authorize or instructed BHATE not to perform.



# BHATE GEOSCIENCES CORPORATION

## GENERAL CONDITIONS FOR CONSTRUCTION MATERIALS ENGINEERING & TESTING

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### 3. PAYMENTS TO BHATE

**3.1 Basic Services.** BHATE will perform all services set forth in the PROPOSAL FOR GEOTECHNICAL OBSERVATION AND CONSTRUCTION MATERIALS TESTING SERVICES AND UNIT FEE SCHEDULE for the amount(s) set forth therein. BHATE will give Client at least 30 days advance notice of any changes to its standard rates. Unless Client objects in writing to the amended fee structure within 30 days of notification, it will be incorporated into this Agreement and will supersede any prior fee structure.

**3.2 Additional Services.** Any services performed under this Agreement, except those services expressly identified otherwise in the attached SCOPE OF SERVICES in Exhibit A, will be provided on a time and materials basis unless otherwise specifically agreed to in writing by both parties.

**3.3 Estimate of Fees.** BHATE will, to the best of its ability, perform the Services and accomplish the objectives defined in this Agreement within any written cost estimate provided by BHATE. Client recognizes that unforeseen circumstances along with changes in scope and schedule can influence the successful completion of services within the estimated cost. The use of an estimate of fees indicates that BHATE will not incur fees and expenses in excess of the estimate or limitation amount without obtaining Client's agreement to do so, but is not a guarantee that the services will be completed for that amount.

**3.4 Rates.** Client will pay BHATE at the rates set forth in the UNIT FEE SCHEDULE, which is subject to periodic review and amendment, as appropriate to reflect BHATE's then-current fee structure.

**3.5 Prevailing Wages.** Unless Client specifically informs BHATE in writing that prevailing wage regulations cover the project and the PROPOSAL FOR GEOTECHNICAL OBSERVATION AND CONSTRUCTION MATERIALS TESTING SERVICES identifies it as covered by such regulations, Client hereby releases and agrees to reimburse BHATE for any liability and costs it may incur resulting from a subsequent determination that prevailing wage regulations cover the project, including all costs, fines and attorney's fees.

**3.6 Payment Timing; Late Charge.** BHATE will submit invoices to Client periodically, but no more frequently than every two (2) weeks. All invoices are due and payable upon presentation, and any amounts unpaid 30 days after the invoice date will include a late payment charge from the date of the invoice, at 1-1/2% per month or the maximum legal rate, whichever is lower. The failure by Client to pay BHATE within thirty (30) days of date of invoice will constitute a substantial failure of Client to perform under this Agreement. Client will reimburse BHATE for all time spent and expenses (including fees of any attorney, collection agency, and/or court costs) incurred in connection with collecting any delinquent amount.

**3.7 Payment Disputes.** If Client objects to any portion of an invoice, Client must so notify BHATE in writing within 10 days of the invoice date, identify the cause of disagreement, and pay when due the portion of the invoice not in dispute. The parties will immediately make every effort to resolve the disputed portion of the invoice. Payment thereafter will first be applied to accrued interest and then to the unpaid principal amount.

### 4. PERFORMANCE STANDARD

**4.1 Professional Standards.** BHATE will perform the services consistent with that level of care and skill ordinarily exercised by other professionals providing similar services in the same locale and under similar circumstances at the time the services are performed. No other representation, express or implied, and no warranty or guarantee is included or intended by this Agreement or any report, opinion, document, or other instrument of service.

**4.2 Sampling, Inspection & Test Locations.** Unless specifically stated otherwise, the PROPOSAL FOR GEOTECHNICAL OBSERVATION AND CONSTRUCTION MATERIALS TESTING SERVICES does not include surveying the site or precisely identifying sampling, inspection or test locations, depths or elevations. Sampling, inspection and test locations, depths and elevations will be based on field estimates and information furnished by Client and its representatives. Unless stated otherwise in the report, such locations, depths and elevations are approximate. BHATE will take reasonable precautions to limit damage to the project site due to the performance of services, but Client understands that some damage may necessarily occur in the normal course of services, and this Agreement does not include repair of such damage unless specifically stated in the SCOPE OF SERVICES in Exhibit A.

**4.3 Sample Disposal.** BHATE will dispose of all samples after submission of the report covering those samples. BHATE will provide further storage or transfer of samples only upon Client's prior written request and agreement on appropriate compensation.

# BHATE GEOSCIENCES CORPORATION

## GENERAL CONDITIONS FOR CONSTRUCTION MATERIALS ENGINEERING & TESTING

**4.4 Buried Utilities & Structures; Property Restoration.** If the services require borings, test pits or other invasive exploratory work, Client will provide BHATE with all information in its possession regarding the location of underground utilities and structures. BHATE will contact an appropriate utility locator and take into consideration utility locations shown on drawings provided to BHATE by the Client to reduce the risk of damage or injury to underground structures, pipelines and utilities. The Client agrees to hold BHATE harmless for any damage to underground structures or utilities that are not called to its attention or are not correctly shown on plans or drawings furnished for the purpose of locating such structures and utilities. If Client desires BHATE to restore the property to its former condition or better, BHATE will provide the additional services at an additional cost.

### 5. CONTRACTOR'S PERFORMANCE

BHATE is not responsible for contractor's means, methods, techniques or sequences during the performance of its work. BHATE will not supervise or direct contractor's work, nor be liable for any failure of contractor to complete its work in accordance with the project's plans, specifications and applicable codes, laws and regulations. Client understands and agrees that contractor, not BHATE, has sole responsibility for the safety of persons and property at the project site. Presence of BHATE personnel on site and performance of tests or observations by BHATE does not relieve the contractor of its responsibility and duty to fully comply with the construction drawings/contract documents including materials, installation and quality of work.

### 6. CLIENT'S RESPONSIBILITIES

In addition to payment for the services performed under this Agreement, Client agrees to:

**6.1 Access.** Grant or obtain free access to the project site for all equipment and personnel necessary for BHATE to perform its services under this Agreement.

**6.2 Representative.** Designate a representative for notices and information pertaining to the services, communicate Client's policies and decisions, and assist as necessary in matters pertaining to the project and this Agreement. Client may change its representative by written notice.

**6.3 Information.** Supply to BHATE all information and documents relevant to the services. BHATE may rely upon such information without independently verifying its accuracy. Client will notify BHATE of any known potential or possible health or safety hazard regarding the materials to be tested, including its intended use, chemical composition, relevant MSDS, manufacturers' specifications and literature, and any previous test results.

### 7. CHANGED CONDITIONS

If BHATE discovers conditions or circumstances that it did not contemplate ("Changed Conditions") at the time of this Agreement, it will give Client written notice of the changed conditions. Client and BHATE will then negotiate an appropriate amendment to this Agreement. If they cannot agree upon an amendment within 30 days after the notice, BHATE may terminate this Agreement and be compensated as set forth in Section 12, "Suspension & Delay; Termination."

### 8. CERTIFICATIONS

Client will not require BHATE to execute any certification regarding services performed or Work tested or observed unless: 1) BHATE believes that it has performed sufficient Services to provide a sufficient basis to issue the certification; 2) BHATE believes that the services performed and work tested or observed meet the criteria of the certification; and 3) BHATE has reviewed and approved in writing the exact form of such certification prior to execution of this Agreement. Any certification by BHATE is limited to the expression of a professional opinion based upon the services performed by BHATE, and does not constitute a warranty or guarantee, either express or implied. Client agrees not to condition the resolution of any dispute upon BHATE signing a certification.



# BHATE GEOSCIENCES CORPORATION

## GENERAL CONDITIONS FOR CONSTRUCTION MATERIALS ENGINEERING & TESTING

### 9. ALLOCATION OF RISK

**9.1 Limitation of Remedy.** The total cumulative liability of BHATE, its subconsultants and subcontractors, and all of their respective shareholders, directors, officers, employees and agents (collectively "BHATE Entities") to Client arising from services under this Agreement, including attorney's fees due under this Agreement, will not exceed the gross compensation received by BHATE under this Agreement or \$50,000, whichever is greater. This limitation applies to all lawsuits, claims or actions that allege errors or omissions in BHATE's services, whether alleged to arise in tort, contract, warranty, or other legal theory. Upon Client's written request, BHATE and Client may agree to increase the limitation to a greater amount in exchange for a negotiated increase in BHATE's fee, provided that the parties amend this Agreement in writing, as provided in Section 14.3 "Modification of This Agreement."

**9.2 Indemnification of Client.** Subject to the terms and limitations of this Agreement, BHATE will indemnify and hold harmless Client, its shareholders, officers, directors and employees from and against any and all third party suits, liabilities, damages, expenses and other losses (collectively "Losses") to the extent caused by BHATE's proven negligence in performance of this Agreement.

**9.3 No Personal Liability.** Client and BHATE intend that BHATE's services will not subject BHATE's individual employees, officers or directors to any personal liability. Therefore, and notwithstanding any other provision of this Agreement, Client agrees as its sole and exclusive remedy to direct or assert any claim, demand or suit only against the business entity identified as "BHATE" on the first page of this Agreement.

**9.4 Consequential Damages.** Neither Client nor BHATE will be liable to the other for any special, consequential, incidental or penal losses or damages including but not limited to losses, damages or claims related to the unavailability of property or facilities, shutdowns or service interruptions, loss of use, profits, revenue, or inventory, or for use charges, cost of capital, or claims of the other party and/or its customers.

**9.5 Continuing Agreement.** The provisions of this Section 9, "Allocation of Risk," will survive the expiration or termination of this Agreement. If BHATE provides services to Client that the parties do not confirm through execution of an amendment to this Agreement, the provisions of this Section 9 will apply to such services as if the parties had executed an amendment.

### 10. INSURANCE

**10.1 BHATE's Insurance.** If reasonably available, BHATE will maintain the following coverages:

10.1.1 Statutory Workers' Compensation/Employer's Liability Insurance;

10.1.2 Commercial General Liability Insurance with a combined single limit of \$1,000,000;

10.1.3 Automobile Liability Insurance, including liability for all owned, hired and non-owned vehicles with minimum limits of \$1,000,000 for bodily injury per person, \$1,000,000 property damage, and \$1,000,000 combined single limit per occurrence; and,

10.1.4 Professional Liability Insurance in amounts of at least \$1,000,000 per claim and annual aggregate.

**10.2 Client's Insurance.** As appropriate, Client will obtain Builder's Risk or other property insurance to protect it from injury or damage to the project, and which waives all rights of subrogation against BHATE. Proceeds from such insurance will be held by Client as trustee and will be payable to BHATE as its interests appear.

**10.3 Certificates of Insurance.** Upon request, BHATE and Client will each provide the other with certificate(s) of insurance evidencing the existence of the policies required herein. Except for Professional Liability and Workers' Compensation Insurance, all policies required under this Agreement shall contain a waiver of subrogation.

### 11. OWNERSHIP AND USE OF DOCUMENTS

**11.1 BHATE Documents.** Unless otherwise agreed in writing, all documents and information prepared by BHATE including, but not limited to, reports, boring logs, maps, field data, field notes, drawings and specifications, test data and other similar instruments of service (collectively "Documents") are the property of BHATE. BHATE has the right, in its sole discretion, to dispose of or retain the Documents.

**11.2 Client Documents.** All documents provided by Client will remain the property of Client. BHATE will return all such documents to Client upon request, but may retain copies for its files.



# BHATE GEOSCIENCES CORPORATION

## GENERAL CONDITIONS FOR CONSTRUCTION MATERIALS ENGINEERING & TESTING

**11.3 Use of Documents.** Except as otherwise agreed to by Client and BHATE, all Documents prepared by BHATE are solely for use by Client and will not be provided by either party to any other person or entity without BHATE's prior written consent.

**11.3.1 Use by Client.** Client has the right to reuse the Documents for purposes reasonably connected with this project for which the services are provided, including without limitation design and licensing requirements of the project.

**11.3.2 Use by BHATE.** BHATE retains the right of ownership with respect to any patentable concepts or copyrightable materials arising from services and the right to use the Documents for any purpose.

**11.4 Electronic Media.** BHATE may agree at Client's request to provide documents and information in an electronic format as a courtesy. However, the paper original issued by BHATE will remain the final product of the services. BHATE makes no warranties, either express or implied, regarding the fitness or suitability of any electronic documents or media.

**11.5 Unauthorized Use.** No party other than Client may rely on the documents without BHATE's prior written consent and receipt of additional compensation. Client waives any and all claims against BHATE resulting from the unauthorized use or alteration of documents by Client or any party obtaining them through Client. Client will defend, indemnify and hold harmless BHATE from and against any claim, action or proceeding brought by any party claiming to rely upon information or opinions contained in documents without having obtained BHATE's prior written consent.

## 12. SUSPENSION & DELAY; TERMINATION

**12.1 Suspension & Delay.** Client may, upon 10 days written notice at any time, suspend BHATE's services. BHATE may terminate this Agreement if Client suspends the services for more than 60 days, in which case Client will pay BHATE as provided in Section 12.4. If Client suspends the services, or if Client or others delay BHATE's services, Client and BHATE agree to equitably adjust the time for completion of the services and BHATE's compensation for the additional labor, equipment, and other charges associated with maintaining its workforce for Client's benefit during the delay or suspension, and any charges incurred by BHATE for demobilization and subsequent remobilization.

**12.2 Termination for Convenience.** BHATE and Client may terminate this Agreement for convenience upon 10-days written notice delivered or mailed to the other party.

**12.3 Termination for Cause.** In the event of material breach of this Agreement, the non-breaching party may terminate this Agreement if the breaching party fails to cure the breach within 10 days following delivery of the non-breaching party's written notice of the breach to the breaching party. The termination notice must state the basis for the termination. The Agreement may not be terminated for cause if the breaching party cures the breach within the 10-day period.

**12.4 Payment on Termination.** Following termination other than for BHATE's breach of this Agreement, Client will pay BHATE for the services performed prior to the termination notice date, and for any necessary services and expenses incurred in connection with the termination of the Project, including but not limited to, the costs of completing analysis, records and reports necessary to document job status at the time of termination and costs associated with termination of subcontractor contracts in accordance with BHATE's then-current UNIT FEE SCHEDULE.

**12.5 Force Majeure.** In the event that BHATE is prevented from completing performance of its obligations under this Agreement by adverse weather or other occurrence beyond the control of BHATE, then BHATE will be excused from any further performance of its obligations and undertakings. In the event of a force majeure delay that does not result in termination of the Agreement, the schedules will be equitably adjusted.

## 13. DISPUTES

**13.1 Mediation.** All disputes between BHATE and Client are subject to mediation. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, the amount of time or money claimed, and requiring that the matter be mediated within 45 days of service of notice. No action or suit may be commenced unless the parties fail to conduct the mediation within 45 days after service of notice; or mediation occurred but did not resolve the dispute; or a statute of limitation would elapse if suit was not filed prior to 45 days after service of notice.

**13.2 Choice of Law; Venue.** This Agreement will be construed in accordance with and governed by the laws of the state in which the project is located.

**BHATE GEOSCIENCES CORPORATION**  
**GENERAL CONDITIONS FOR CONSTRUCTION MATERIALS ENGINEERING & TESTING**

**13.3 Statutes of Limitations.** Any applicable statute of limitations will be deemed to commence running on the earlier of the date of substantial completion of BHATE's Services under this Agreement or the date on which claimant knew, or should have known, of facts giving rise to its claims.

**14. MISCELLANEOUS**

**14.1 Assignment and Subcontracts.** During the term of this Agreement and following its expiration or termination for any reason, neither party may assign this Agreement or any right or claim under it, in whole or in part, without the prior written consent of the other party, except for an assignment of proceeds for financing purposes. Any assignment that fails to comply with this paragraph will be void and of no effect. BHATE may subcontract for the services of others without obtaining Client's consent if BHATE deems it necessary or desirable for others to perform certain services.

**14.2 Integration and Severability.** This Agreement reflects the parties' entire agreement with respect to its terms and limitations and supersedes all prior agreements, written and oral. If any portion of this Agreement is found void or voidable, such portion will be deemed stricken and the Agreement reformed to as closely approximate the stricken portions as law allows. These terms and conditions survive the completion of the Services under and the termination of the Agreement, whether for cause or for convenience.

**14.3 Modification of This Agreement.** This Agreement may not be modified or altered, except by a written agreement signed by authorized representatives of both parties and referring specifically to this Agreement.

**14.4 Notices.** Any and all notices, requests, instructions, or other communications given by either party to the other must be in writing and either hand delivered to the recipient or delivered by first-class mail (postage prepaid) or express mail (billed to sender) at the addresses given in this Agreement.

**14.5 Headings.** The headings used in this Agreement are for convenience only and are not a part of this Agreement.

**14.6 Waiver.** The waiver of any term, condition or breach of this Agreement will not operate as a subsequent waiver of the same term, condition, or breach.

**14.7 Precedence.** These GENERAL CONDITIONS take precedence over any inconsistent or contradictory provisions contained in any other agreement term, proposal, purchase order, requisition, notice to proceed, or other document regarding BHATE's services.

**14.8 Incorporation of Provisions Required By Law.** Each provision and clause required by law to be inserted in this Agreement is included herein, and the Agreement should be read and enforced as though each were set forth in its entirety herein.

**End of General Conditions**

## **RESOLUTION NO. 2024-029**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook that the City Council hereby accepts the proposal submitted by Alscan, in the form as attached hereto as Exhibit A, with respect to the items listed below at Fire Station No. 2.

- Video Surveillance System - \$58,259.99
- Access Control System - \$78,197.73

**ADOPTED:** This 26th day of February, 2024.

---

Council President

**APPROVED:** This 26th 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 26, 2024, as same appears in the minutes of record of said meeting.

---

City Clerk





*Our Business is Minding Yours™*

237 OXMOOR CIRCLE SUITE 101  
Birmingham, AL 35209-6454  
205-945-0003 FAX 205-945-0390

**\*\* Proposal \*\***

1/31/2024

**Project Number: 6549BM**

Daniel Tourtellotte, Salesman

Mobile: 205-586-5003

Email: dtourtellotte@alscaninc.c

Video Surveillance

Mountain Brook Fire Department  
Fire Station No. 2  
Mountain Brook, AL 35223

Mountain Brook Fire Department  
Fire Station No. 2  
Mountain Brook, AL 35223

Tel: .

---

Qty	Description
-----	-------------

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**Video Surveillance System**

- |   |  |
|---|--|
| 1 | HD Video Appliance 3X Pro 24-port 18TB, NA, Windows 10 IoT       |
| 9 | ACC 7 ENTERPRISE EDITION CAMERA LICENSE                          |
| 4 | 3X8MP, WDR, 270 degree max field of view, Lightcatcher, 3.3-5.7M |
| 3 | 8MP H6A Outdoor IR Dome Camera with 4.4-9.3mm Lens               |
| 1 | 2x 3MP H5A Dual Head Camera. Outdoor camera with built-in IR     |
| 1 | 4MP H6A Indoor Dome Camera with 4.4-9.3mm Lens                   |
| 4 | OUTDOOR PENDANT MNT ADAPTER. FOR USE W/ H5A MULTISENSOR          |
| 4 | DOME BUBBLE & COVER, OUTDOOR SRFC MNT / PNDNT MNT, SMOKED, H5A M |
| 4 | Wall Mount for large pendant camera                              |
| 4 | CORNER MNT FOR LRGE PENDT WLMT-1001                              |
| 1 | UPS 1500VA LCD   |
| 5 | 2" J-hooks (25 pack)   |
| 1 | Misc. hardware and consumables                                   |
| 3 | Cat-6 plenum rated cable   |
| 1 | Drawings, submittals, As-built's                                 |
|   | Installation labor, system programming and customer training     |
| 1 | Shipping and handling  |

**Scope of work**

The following proposal is to install an IP video surveillance system to cover the exterior of the building along with the main lobby and corridor 109. The system will be integrated with the video surveillance system at the Police department and City Hall.

**Terms and conditions**

High Speed External Internet Connection provided by customer for Alscan remote support  
Any devices requiring remote connection on phones, tablets or clients will be setup by the customer unless specified.  
Alscan is not responsible for ISP Router configurations or ports forwarded through the customer's Firewall  
Static IP addresses provided by customer  
Alscan, Inc. does NOT provide conduit, electrical service, or trenching unless specified  
Payment Terms = Due upon completion

Qty	Description
-----	-------------

A finance charge of 1.5% per month (18% per year) will be charged on all past due accounts over 30 days

Customer agrees to pay all costs of collection including reasonable attorneys fees

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate.

All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Alscan, Inc. workers are fully covered by Workman's Compensation Insurance.

**Finance Charge**

Effective April 1, 2021 any payment not received from the Customer by the due date shall accrue at the lower of 1.5% or the maximum rate permitted by law of the outstanding balance per month from the date such payment is due until the date paid.

**Credit Cards**

Effective April 1, 2021 a 3% Service Fee for any Payment by Credit Card.

This \*\* Proposal \*\* is Valid for 60 Days.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Project Total: \$58,259.99







*Our Business is Minding Yours™*

237 OXMOOR CIRCLE SUITE 101  
Birmingham, AL 35209-6454  
205-945-0003 FAX 205-945-0390

**\*\* Proposal \*\***

**1/31/2024**

**Project Number: 6548BM**

Daniel Tourtellotte, Salesman

Mobile: 205-586-5003

Email: dtourtellotte@alscaninc.c

Access control system

Mountain Brook Fire Department  
Fire Station No. 2  
Mountain Brook, AL 35223

Mountain Brook Fire Department  
Fire Station No. 2  
Mountain Brook, AL 35223

Tel: .

---

Qty	Description
-----	-------------

<b>Access control system</b>	
------------------------------	--

- |     |  |
|-----|--|
| 1   | iSTAR Ultra G2 GCM board   |
| 2   | iSTAR ULTRA G2 ACM BOARD, 8 READERS, INCL USB CABLE              |
| 1   | FOR 16 RDR ULTRA- PSX 150/250W PWR SUPPLY/ BATT CHRGR            |
| 1   | Upgrade Series N System License to Series P                      |
| 12  | ELEC STRIKE, LBM OPTION, DUAL LOCKING, 630-SATIN STAINLESS       |
| 4   | 1200LB Magnetic lock with bond sensor                            |
| 14  | SIGNO 40 WALL MNT RDR, 13.56mhz & 125khz OSDP/WIEG, TERM, MOBILE |
| 16  | CONTACT - STEEL DR WIDE GAP GREY                                 |
| 14  | Request to exit PIR sensor                                       |
| 2   | Push to Exit Button with Timer                                   |
| 4   | UltraTech IM-1272F1 12V, 7Ah SLA Battery, F1 Terminal            |
| 1   | 1000VA/ 600W/ 9 OUT/ LCD/ AVR UPS                                |
| 100 | Proximity key fobs   |
| 15  | 2" J-hooks (box of 25)   |
| 1   | Misc. hardware and consumables required                          |
| 5   | Access control composite cable (Plenum rated)                    |
| 1   | Drawings, submittals, As-builts                                  |
|     | Installation labor, system programming and customer training     |
| 1   | Estimated shipping and handling                                  |

**Scope of work**

Budgetary pricing for a turn key access control system at the new Mtn. Brook Fire Station. System is designed to integrate with City Hall and the Police Departments existing system so it can be remotely managed.

**Terms and conditions**

High Speed External Internet Connection provided by customer for Alscan remote support

Any devices requiring remote connection on phones, tablets or clients will be setup by the customer unless specified.

Alscan is not responsible for ISP Router configurations or ports forwarded through the customer #s Firewall

Static IP addresses provided by customer

Alscan, Inc. does NOT provide conduit, electrical service, or trenching unless specified

Payment Terms = Due upon completion

Qty	Description
-----	-------------

A finance charge of 1.5% per month (18% per year) will be charged on all past due accounts over 30 days

Customer agrees to pay all costs of collection including reasonable attorneys fees

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate.

All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Alscan, Inc. workers are fully covered by Workman's Compensation Insurance.

**Finance Charge**

Effective April 1, 2021 any payment not received from the Customer by the due date shall accrue at the lower of 1.5% or the maximum rate permitted by law of the outstanding balance per month from the date such payment is due until the date paid.

**Credit Cards**

Effective April 1, 2021 a 3% Service Fee for any Payment by Credit Card.

This \*\* Proposal \*\* is Valid for 60 Days.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Project Total: \$78,197.73



**RESOLUTION NO. 2024-030**

**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 26th day of February, 2024.

\_\_\_\_\_  
Council President

**APPROVED:** This 26th 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 26, 2024, as same appears in the minutes of record of said meeting.

\_\_\_\_\_  
City Clerk



## Public Works Vehicles to surplus as of January 2024

### **2008 Blue Crown Vic**

66,397 miles-Runs and Drives (vin: 2FAHP74V68X158200)



### **2015 Ford F-450, extended cab**

59,350 miles-Runs and drives (vin: 1FDOX4GY5FEA83124)



**2010 International water truck w/diesel motor**

54,697 miles, 9129 hrs-Runs and drives (vin: 1HTJTSKM1AH216534)



**2008 Chevy Colorado (one of two)**

66916 miles-Runs and drives (vin: 1GCCS39E688201731)



**2008 Chevy Colorado (two of two)**

70,642 miles-Runs and drives (vin: 1GCCS39E088201885)





## Surplus

Ice Maker – 1, for disposal.





**Pots and Pans – 5, various sizes**



**Computer Speakers – 2**



**Rice Cooker – 1**



**RESOLUTION NO. 2024-031**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the execution of a contract agreement between O'Neal Library and LibraryPass, in the form as attached hereto as Exhibit A, with respect to a subscription service that gives O'Neal Library access to electronic and digital comic books.

**ADOPTED:** This 26th day of February, 2024,

\_\_\_\_\_  
Council President

**APPROVED:** This 26th 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 26, 2024, as same appears in the minutes of record of said meeting.

\_\_\_\_\_  
City Clerk



# Comics Plus -Customer Onboarding Form

**Library Name:** O'Neal Library

**Preferred Admin Username:** ONLComicsPlus

**Password:** eol8790459

## Customer Information

**Main Contact:** Michelle Cheng

**Title** Young Adult Librarian

**Email:** mcheng@oneallibrary.org

**Phone Number:** 205.445.1157

**Address:** 50 OAK STREET  
MTN BROOK, AL 35213

**Library Website:**

<https://www.oneallibrary.org/>

**Tech Support Contact Name:**

Justin Morrison

**Tech Email:**

[jmorrison@oneallibrary.org](mailto:jmorrison@oneallibrary.org)

**Tech Phone:**

205.445.1103

## Demo Account Information

Please list the email addresses associated with the Comics Plus Demo Accounts for this Library

**Email 1:** lgardner@oneallibrary.org

**Email 2:** mcheng@oneallibrary.org

## Library Finance Information

**Library Finance Name:** Viridiana Herrera

**Email:** vherrera@oneallibrary.org

**Distributor:** LibraryPass

**Distributor Sales Person:** Elizabeth Halaz

**Email:** elizabeth.halaz@librarypass.com

**Phone Number:** 314.485.5607



*Check Here if you want to  
be CC'd on Activation Email*

## Subscription Information

**Library Type:** Public Library

**Currency:** USD

**Pricing:** \$1350

**ILS Vendor:**

**Term Start Date:** 03/01/2024

**Catalog Integration Method:** None

**Access Package:** Children, Teen & Full Library Collection (

**Access/Subscription Notes:**

**LibraryPass has permission to use library logo for marketing and information purposes:** ✓





# Comics Plus - Customer Onboarding Form

**Library Name:** O'Neal Library

## Only Choose One

*Unless You Specify Instructions in the Additional Information Field Below.*

Authentication Choice and Setup: Patron API

**ONLY Complete the field related to your selection above.**

*All authentications listed here use your ILS or Library Card # structure to authenticate*

*\*These authentication types do not require a patron to register for an account.*

*For more information visit: [support.librarypass.com](http://support.librarypass.com)*

**SIP 2 Setup** Please White list the following IP Addresses: **23.21.186.28 -&- 18.235.17.55**

Approved Active Test Patron Card Number:

Institution ID Info - AO Field - if required

Approved Active Test Patron PIN:

Institution ID Info -Msg 63 AQ Field - if required

SIP2 Server IP Address:

Location Code Info - CP Field - If Required

Port:

Valid patron Info - BL Field - If Required

SIP Username:

Use screen message Info - AF Field - If Required

SIP Password:

Use fee threshold Info - BV Field - If Required

Additional Requirements:

## Prefix Setup

Approved patron library card format  
(You can have as many approved formats as necessary)

Library Card Format (1):

Library Card Format (2):

Library Card Format (3):

Library Card Format (4):

## Patron API

Library Home Field (Code representing the Library to be compared against Auth XML result)  
130

Authentication URL (URL to authenticate against Library's Patron API. Replace the user bar code with "username")  
vulcan.bham.lib.al.us

Require Patron PIN: No

Test Patron Card: 21405019473129

Test Patron PIN: 1688

## Additional Information/Requirements

Need Help? Contact us at [support@librarypass.com](mailto:support@librarypass.com)

# AGREEMENT - Terms & Conditions

## I. *THIS IS A CONTRACT.*

These Terms of Use ("Terms of Use" or "Agreement") are a binding contract between the Library and LibraryPass. The Terms of Use apply to all Services owned or operated by LibraryPass, including without limitation websites owned or operated by LibraryPass, including Comics Plus® (collectively, "Sites").

By signing the contract, the Library agrees to the Terms and Conditions and the attached Exhibits which make up the entire Agreement. In case of a conflict, the order of precedence is, (1) TERMS & CONDITIONS, (2) PRIVACY POLICY, (3) ACCEPTABLE USE POLICY, (4) USE OF SOFTWARE POLICY, and (5) DMCA TAKEDOWN POLICY.

## II. *CHANGES IN LIBRARYPASS' PRODUCTS OR SERVICES MAY CHANGE THESE TERMS OF USE.*

The Services change frequently, and their form and functionality may change without prior notice. LibraryPass may also suspend or discontinue any of the Services, or any part of any of the Services, at any time and without notice, including without limitation the availability of any product, feature, database or any Content (as defined below). Similarly, LibraryPass may change these Terms of Use at any time. If the Terms of Use are changed, the Library will be provided advance notice of same, which may be provided through a statement on the website or through email. In certain situations, however (for example, if a change to the Terms of Use is necessary to comply with legal requirements), LibraryPass may not be able to give advance notice but will provide notice as soon as practicable in any event. The most current version of these terms may be reviewed by clicking on the "Terms of Use" link located at the bottom of the LibraryPass web pages. The Library is responsible for reviewing these Terms. No such changes to the Terms shall go into effect until after the expiration of the current term and renewal of a new term. All changes to the Privacy Policy will be provided in advance, as set forth in the Privacy Policy.

If the Library does not agree to any changes, LibraryPass will provide a pro-rated refund.

The initial term of this Agreement is for one (1) year and pricing shall not increase during the initial term. LibraryPass will not increase pricing by more than 3% after the initial term. No notice to terminate is required as the Agreement shall automatically terminate upon expiration of the initial term (the "Termination Date"), unless the Library elects to renew the agreement at any time either prior to, or within thirty (30) days after, the Termination Date.

## III. *CERTAIN CONTENT AND ACTIVITIES ARE PROHIBITED.*

"Content" refers to all information, data, text, software, music, sound, photographs, graphics, illustrations, animations, video, messages, tags, logos, written posts, replies and comments, or other materials or forms of creative expression - whether publicly posted or privately transmitted - provided by LibraryPass and its licensors and displayed on the Sites. As contextually appropriate, the term "Content" also includes tools, software, scripts and executable files.

Users of the Services may be subject to international, federal, state and local laws, including but not limited to laws regulating the privacy and security of personal information (collectively, "Laws"). As the controller and processor of the customer's data, LibraryPass is responsible for protection of all personal information and for abiding by all laws and procedures surrounding the protection of personal information ("PPI"). The Library is not in a position to control, manage, or protect any PPI data. LibraryPass shall be 100% responsible for explaining to all users what data will be collected, how it will be used, their rights, and for obtaining authorization from all users as part of the user account sign-up process. All users will be fully informed before they opt-in and create a user account. UNDER NO CIRCUMSTANCES will the Library be responsible or liable for the actions of its users or customers. For itself, the Library agrees to comply with the Acceptable Use Policy, the Use of Software Policy, and the Digital Millennium Copyright Act Takedown Policy.

#### IV. *RULES GOVERNING USE OF CONTENT.*

Limited Use: All copyright and other intellectual property rights in the Content on the Services are owned by LibraryPass or its third-party licensors, unless otherwise indicated. All Content on the Services is protected by copyright, trademark, patent, trade secret and other laws. LibraryPass and/or its third-party licensors own and retain all rights in such Content. LibraryPass grants Users a limited, revocable, non-sublicensable license to view and use a single copy of the LibraryPass Content (excluding any software code) solely for personal, noncommercial use. Otherwise, no LibraryPass Content may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed.

Ownership of Copyrights, Trademarks, Patents and Trade Secrets: LibraryPass Content is protected under U.S. and foreign copyright, trademark, patent and/or trade secret laws, with title to LibraryPass Content held by LibraryPass and/or its licensors. The look and feel of color combinations, button shapes, and other graphical elements on LibraryPass are LibraryPass trademarks. The names of and logos associated with LibraryPass' Services are owned by LibraryPass and are protected by U.S. and foreign trademark laws.

The Services also contain Content owned by other copyright and trademark holders. Except for Content created solely by Users ("User Content"), Users may not copy, modify, translate, publish, broadcast, transmit, distribute, perform, display, or sell any Content that appears on, or is accessible through, the Services.

Any unauthorized use, modification or copying of LibraryPass Content, or Content that constitutes the intellectual property of others, is a breach of this Agreement. The use of any Content on any other website or networked computer environment is expressly prohibited.

LibraryPass does not claim ownership of any User Content; however, by posting or transmitting such User Content, Users grant LibraryPass its affiliates, its successors, and others with whom it has agreements, a non-exclusive, transferable, sublicensable, worldwide right to use, copy, host, store, cache, display (publicly and otherwise), perform, modify, distribute, adapt and reformat (each in order to conform it to the requirements of any networks, devices, services, or media through which the Services are available), aggregate, transmit, translate, create compilations, display publicly, perform publicly and otherwise exploit (including but not limited to over the Internet or any other uses or media) such content.

Any and all intellectual property rights that are not expressly granted hereunder are reserved to LibraryPass and its licensors.

LibraryPass' retains the right, in its sole discretion, to disable and/or terminate the Accounts of Users who infringe (or, in LibraryPass' discretion, who repeatedly infringe) on LibraryPass or others' copyrights or other intellectual property rights.

#### V. *PRIVACY POLICY.*

The use of User information is governed by the LibraryPass Privacy Policy which is expressly incorporated in these Terms of Use and may be accessed by Users through use of a link at the bottom of LibraryPass web pages.

VI. LIBRARYPASS IS NOT RESPONSIBLE FOR CONTENT ON THIRD-PARTY WEBSITES OR DEALINGS WITH ADVERTISERS.

LibraryPass Sites may include links to third-party websites. LibraryPass does not publish or control those sites. It is possible that some of these sites may, from time to time, contain materials that are objectionable, unlawful, or inaccurate. LibraryPass does not endorse, and is not responsible or liable, for any content, advertising, products, services or other materials on or available from such sites. The Library acknowledges and agrees that LibraryPass is not responsible for any content or other materials, or the privacy policies and practices of third party websites. By using the Services, Library expressly waives any rights, claims or liability against LibraryPass from the use of any third-party website and acknowledges and agrees that LibraryPass is not liable for any loss or claims against an advertiser.

VII. THIS AGREEMENT ALSO CONTAINS WARRANTY DISCLAIMER, RELEASE OF LIABILITY, LIMITATION OF LIABILITY, CHOICE OF LAW, DISPUTE RESOLUTION, SEVERABILITY AND INTEGRATION CLAUSES.

A. Services: LibraryPass agrees to provide Library the services listed. Such services are hereinafter referred to as "Services."

B. Performance: LibraryPass represents to Library that the services to be delivered or rendered hereunder will be the kind and quality designated. LibraryPass makes no other representations or warranties, whether expressed or implied, with respect to the services rendered hereunder.

C. Payment for Services: Library agrees to pay LibraryPass amounts agreed to upon receipt of proper invoices for Services.

D. Confidential Information: Each party to this Agreement shall not disclose to any non-party to the Agreement, any confidential information of such other party. Confidential information is information which relates to such other party's research, development, trade secrets or business affairs, but does not include information which is generally known or easily ascertainable by non-parties of ordinary skill. LibraryPass hereby acknowledges that during the performance of this contract, LibraryPass may learn of or receive confidential Library information and therefore LibraryPass hereby confirms that all such information relating to the Library's business will be kept confidential by LibraryPass. This section shall not apply to information in whatever form that comes into the public domain, nor shall it restrict LibraryPass from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for LibraryPass to defend itself from any suit or claim.

E. Indemnification: LibraryPass agrees to indemnify and hold Library, and its officers, employees, and agents, from and against liability for all claims, losses, damages, and expenses, including reasonable attorney fees (collectively "Claims"), to the extent such Claims are caused by LibraryPass' negligent acts, errors, or omissions in performing its Services for the Project. This indemnification obligation does not extend to Claims resulting from the negligence or willful misconduct of Library and its employees or agents.

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

Notwithstanding, prior to the initiation of any legal proceedings concerning a Dispute for which the amount in controversy exceeds \$15,000.00 in value, the parties agree to submit such controversy to non-binding mediation. Such mediation shall be conducted in Jefferson County utilizing the services of a mutually agreed mediator (or a mediator selected under the rules of the American Arbitration Association if the parties are unable to agree on such



person). The party seeking to initiate mediation shall do so by submitting a formal, written request to the other party. This obligations in this section shall survive completion or termination of the agreement, but under no circumstances shall either party request mediation of any claim or dispute arising out of this Agreement that is required hereunder after such period of time as would normally bar the initiation of legal proceedings to litigate such Dispute under the laws of the State of Alabama.

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

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

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

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

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

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

This AGREEMENT is entered on this day, by and between, the following parties:

LIBRARYPASS, Inc.

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

---

(Binding Signature)

(Date)

Ian Singer

---

(Print Name)

President & CEO

---

(Title)

O'NEAL PUBLIC LIBRARY

---

(Binding Signature)

(Date)

---

(Print Name)

---

(Title)

## ACCEPTABLE USE POLICY

***Effective date: April 1, 2022***

LibraryPass, Inc. ("us", "we", or "our") operates the LibraryPass and Comics Plus® websites, and the LibraryPass mobile applications (the "Service").

Remember that your use of LibraryPass Services is at all times subject to the [Terms & Conditions](#), which incorporates this Acceptable Use Policy. Any terms we use here without defining them have the definitions given in the Terms of Service.

You represent, warrant, and agree that you will not contribute any Content or User Submission or otherwise use the Services or interact with the Services in a manner that:

1. Infringes or violates the intellectual property rights or any other rights of anyone else (including LibraryPass and its licensors);
2. Violates any law or regulation;
3. Is harmful, fraudulent, deceptive, threatening, abusive, harassing, defamatory, vulgar, obscene, or otherwise objectionable;
4. Jeopardizes the security of your LibraryPass account or anyone else's (such as allowing someone else to log-in as you on the Services);
5. Attempts, in any manner, to obtain the password, account, or other security information from any other user;
6. Violates the security of any computer network, or cracks any passwords or security encryption codes;
7. Runs Maillist, Listserv, any form of auto-responder or "spam" on the Services, or any processes that run or are activated while you are not logged into the Services, or that otherwise interfere with the proper working of the Services (including by placing an unreasonable load on the Services' infrastructure);
8. "Crawls," "scrapes," or "spiders" any page or portion of the Services (through use of manual or automated means);
9. Copies or stores any significant portion of the Content;
10. Decompiles, reverse engineers, or otherwise attempts to obtain the source code of the Services.
11. You will not use any log-in credentials that you're not authorized to use.
12. For any Services (or any portions of the Services) that use passwords, you agree to keep your password(s) private and you agree not disclose any passwords to any individual not authorized to receive such password(s). Do not post passwords in any public way (including on any widely-accessible Internet page or in hard copy on a bulletin board, etc.).

# PRIVACY POLICY

*Effective date: June 30, 2023*

LibraryPass, Inc. ("us", "we", or "our") operates the LibraryPass and Comics Plus® websites, and the LibraryPass mobile applications (the "Service").

LibraryPass respects your privacy. The purpose of this Privacy Policy is to make you aware of how we collect, manage, protect, use, and/or share information and what choices are available to you regarding the collection, use and distribution of your Personal Information and non-personally identifiable information ("non-PII").

Because many users of the Service are under the age of 13, this policy also presents how and what information LibraryPass collects from children who are under 13 years old.

This page informs you of our policies regarding the collection, use, and disclosure of personal data when you use our Service and the choices you have associated with that data.

We use your data to provide and improve the Service. By using the Service, you agree to the collection and use of information in accordance with this policy. Unless otherwise defined in this Privacy Policy, terms used in this Privacy Policy have the same meanings as in our Terms and Conditions.

## Definitions

- **Service:** Service means the comicsplus.app website, library.librarypass.com website, the LibraryPass mobile applications and any and all websites and apps operated by LibraryPass, Inc.
- **Personal Data**  
Personal Data is information that can be used on its own to identify a specific person. For example, Personal Data can be a full name, home address, email address, phone number, or login details. It is data about a living individual who can be identified from such information (or from those and other information either in our possession or likely to come into our possession).
- **Usage Data**  
Usage Data is data collected automatically either generated by the use of the Service or from the Service infrastructure itself (for example, the duration of a page visit).
- **Cookies**  
Cookies are small data file identifiers that are transferred to your device or web



browser. They allow LibraryPass to recognize your device or web browser when you visit or use the Services.

- **Data Controller**

Data Controller means the natural or legal person who (either alone or jointly or in common with other persons) determines the purposes for which and the manner in which any personal information are, or are to be, processed. For the purpose of this Privacy Policy, we are a Data Controller of your Personal Data.

- **Data Processors (or Service Providers)**

Data Processor (or Service Provider) means any natural or legal person who processes the data on behalf of the Data Controller. We may use the services of various Service Providers in order to process your data more effectively.

- **Data Subject (or User)**

Data Subject is any living individual who is using our Service and is the subject of Personal Data.

## Information Collection And Use

You can use most of the Services without submitting much information to LibraryPass. A valid library card or school ID is all you need to use most of the Services.

We collect several different types of information for various purposes to provide and improve our Service to you.

## Types of Data Collected

- **Personal Data**

While using our Service we ask only for a valid email address. In certain circumstances, we do not require even this, i.e., Google SAML, SIP2, or other single-sign service instances. ***We do not collect names, age, gender or any personal data.***

- **Usage Data**

We may also collect information that your browser sends whenever you visit our Service or when you access the Service by or through a mobile device ("Usage Data").

This Usage Data may include information such as your computer's Internet Protocol address (e.g. IP address), browser type, browser version, the pages of our Service that you visit, the time and date of your visit, the time spent on those pages, unique device identifiers and other diagnostic data.

When you access the Service by or through a mobile device, this Usage Data may include information such as the type of mobile device you use, your mobile device unique ID, the IP address of your mobile device, your mobile operating system, the

type of mobile Internet browser you use, unique device identifiers and other diagnostic data.

## • **Tracking & Cookies Data**

We use cookies and similar tracking technologies to track the activity on our Service and hold certain information.

Cookies are files with small amounts of data which may include an anonymous unique identifier. Cookies are sent to your browser from a website and stored on your device. Tracking technologies also used are beacons, tags, and scripts to collect and track information and to improve and analyze our Service.

You can instruct your browser to refuse all cookies or to indicate when a cookie is being sent. However, if you do not accept cookies, you may not be able to use some portions of our Service.

### **Examples of Cookies we use:**

- **Session or Required Cookies.** We use Session Cookies to operate our Service. LibraryPass: uses first party cookies (i.e. cookies set directly by LibraryPass to your device) that are strictly necessary. These are essential cookies that let you move around the Services and use their features. Without these cookies, core functionality cannot be provided. You cannot object to these cookies as otherwise the Services cannot be provided.
- **Preference and Reliability Cookies.** We use Preference Cookies to remember your preferences and various settings. These cookies allow us to monitor and improve the Service's performance and reliability. They alert LibraryPass when the Service is not performing at expected levels. These cookies also help us understand user behavior within the Services, such as which features of the Services are most popular. This information helps LibraryPass design a better experience.
- **Security Cookies.** We use Security Cookies for security purposes.

## **Use of Data**

LibraryPass uses the collected data for various purposes:

- To provide and maintain our Service;
- To notify you about changes to our Service;
- To allow you to participate in interactive features of our Service when you choose to do so;
- To provide customer support;
- To gather analysis or valuable information so that we can improve our Service;
- To monitor the usage of our Service;

- To detect, prevent and address technical issues;
- Determining your library card authentication status;
- Detecting your web browser language;
- Displaying your indicated font preference;
- Keeping you logged in as you navigate related webpages; and
- Determining how many active installations of Services exist

### **GDPR Compliance**

The General Data Protection Regulation (GDPR) is a data protection law that went into effect on 25 May 2018. It applies to all organizations that collect and/or process personal data of individuals located in the European Union.

The GDPR applies to LibraryPass because we serve library patrons and students in the EU. LibraryPass is committed to GDPR compliance.

LibraryPass functions as the Controller of personal data because we determine the purposes and means of data processing for data collected by our Service. We do not request any personal data, such as an email address. Other personal data, such as a cookie identifier or device identifier, may be collected by our Service during a user's interaction with the Service. LibraryPass determines the purpose and legal basis for such data being collected by its Service. It is important to recognize that LibraryPass' Services are designed to collect and process the minimal personal data necessary to provide the Services to the user.

Additionally, as required of Controllers by GDPR, users can contact LibraryPass directly to exercise their rights to personal data access, rectification, portability, objection, and erasure (see below for more information). LibraryPass will respond to all requests within the GDPR-required 30-day timeframe.

LibraryPass' servers are located in the United States. As the US-EU Privacy Shield Framework has been declared invalid by the European Court of Justice, LibraryPass has adopted Standard Contractual Clauses (SCCs) to safeguard international data transfers, including transfers of personal data from the EU, Switzerland, and the UK, to the US. Please note that we do not request or require any personal data for your use of the Services.

If you are a resident of the European Economic Area (EEA), you have certain data protection rights. LibraryPass aims to take reasonable steps to allow you to correct, amend, delete, or limit the use of your Personal Data. If you wish to be informed what Personal Data we hold about you and if you want it to be removed from our systems, please contact us at [info@librarypass.com](mailto:info@librarypass.com).

In certain circumstances, you have the following data protection rights:

- The right to access, update or to delete the information we have on you. Whenever made possible, you can access, update or request deletion of your Personal Data directly within your account settings section. If you are unable to perform these actions yourself, please contact us to assist you.
  - The right of rectification. You have the right to have your information rectified if that information is inaccurate or incomplete.
  - The right to object. You have the right to object to our processing of your Personal Data.
  - The right of restriction. You have the right to request that we restrict the processing of your personal information.
  - The right to data portability. You have the right to be provided with a copy of the information we have on you in a structured, machine-readable and commonly used format.
  - The right to withdraw consent. You also have the right to withdraw your consent at any time where LibraryPass relied on your consent to process your personal information.
- Please note that we may ask you to verify your identity before responding to such requests.

You have the right to complain to a Data Protection Authority about our collection and use of your Personal Data. For more information, please contact your local data protection authority in the European Economic Area (EEA).

LibraryPass will continue to monitor and evaluate GDPR compliance guidance supplied by regulatory bodies and others, and may adjust its GDPR compliance efforts if necessary. If you have questions regarding this GDPR page, or about LibraryPass' GDPR compliance, please email [info@librarypass.com](mailto:info@librarypass.com).

## **Retention of Data**

LibraryPass will retain Personal Data only for as long as is necessary for the purposes set out in this Privacy Policy. We will retain and use your Personal Data to the extent necessary to comply with our legal obligations (for example, if we are required to retain your data to comply with applicable laws), resolve disputes, and enforce our legal agreements and policies.

LibraryPass will also retain Usage Data for internal analysis purposes. Usage Data is generally retained for a shorter period of time, except when this data is used to strengthen the security or to improve the functionality of our Service, or we are legally obligated to retain this data for longer time periods.

LibraryPass will de-identify and remove all account data for any non-renewing account that requires us to do so.



## Transfer Of Data

Your information, including Personal Data, may be transferred to — and maintained on — computers located outside of your state, province, country or other governmental jurisdiction where the data protection laws may differ than those from your jurisdiction.

If you are located outside the United States and choose to provide information to us, please note that we transfer the data, including Personal Data, to the United States and process it there.

Your consent to this Privacy Policy followed by your submission of such information represents your agreement to that transfer.

LibraryPass will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy Policy and no transfer of your Personal Data will take place to an organization or a country unless there are adequate controls in place including the security of your data and other personal information.

## Disclosure Of Data

- **Business Transaction:** If LibraryPass is involved in a merger, acquisition or asset sale, your Personal Data may be transferred. We will provide notice before your Personal Data is transferred and becomes subject to a different Privacy Policy.
- **Disclosure for Law Enforcement:** Under certain circumstances, LibraryPass may be required to disclose your Personal Data if required to do so by law or in response to valid requests by public authorities (e.g. a court or a government agency).
- **Legal Requirements:** LibraryPass may disclose your Personal Data in the good faith belief that such action is necessary to:
  - 
  - To comply with a legal obligation;
  - 
  - To protect and defend the rights or property of LibraryPass, Inc;
  - 
  - To prevent or investigate possible wrongdoing in connection with the Service;
  - 
  - To protect the personal safety of users of the Service or the public; and
  - 
  - To protect against legal liability.

## Security Of Data

We take commercially reasonable security measures to protect against unauthorized access to, or modification or alteration of, the personal information you provide to LibraryPass.

We do this through, among other methods, the use of passwords, firewalls, internal reviews of our data collection process, encryption technologies and other physical security measures to guard against any unauthorized disclosure of your personal information.

Despite these measures, we recognize that third parties may unlawfully obtain access to this information and therefore do not guarantee that your information will always remain private. In the event we discover or are notified of a security breach where personal information is at risk, to the extent you have provided personal information sufficient to contact you, we will notify you as soon as reasonably possible in the manner and time periods required by law.

Further, if you have reason to believe that a third party has gained unauthorized access to your information, please contact us immediately at [info@librarypass.com](mailto:info@librarypass.com).

### **“Do Not Track” Signals**

We do not support Do Not Track (“DNT”). Do Not Track is a preference you can set in your web browser to inform websites that you do not want to be tracked.

You can enable or disable Do Not Track by visiting the Preferences or Settings page of your web browser.

## Service Providers

We may employ third party companies and individuals to facilitate our Service (“Service Providers”), to provide the Service on our behalf, to perform Service-related services or to assist us in analyzing how our Service is used.

These third parties have access to your Personal Data only to perform these tasks on our behalf and are obligated not to disclose or use it for any other purpose.

## Links to Other Sites

Our Service may contain links to other sites that are not operated by us. If you click on a third party link, you will be directed to that third party’s site. We strongly advise you to review the Privacy Policy of every site you visit. We have no control over and assume no responsibility for the content, privacy policies or practices of any third party sites or services.

## Children’s Privacy

If you are under 18 and are reading this, please be sure to read this Privacy Policy for Children with your parent(s) and/or legal guardian(s) (collectively referred to as “parents”) and ask them questions about what you do not understand.

The LibraryPass Privacy Policy is incorporated herein by reference.

The Federal Trade Commission's Children's Online Privacy Protection Act ("COPPA") requires us to inform parents about how we collect, use, and disclose Personal Information from children.

Under COPPA, "Personal Information" is defined as individually identifiable information, and includes: full name (first and last); a home or other physical address including street name and city or town; online contact information such as an email address or screen name; a phone number; a Social Security number; a photograph, video or audio file containing a child's image or voice; a persistent identifier that can be used to recognize a child over time and across different websites or online services; geolocation information sufficient to identify street name and name of city or town; or information collected that is combined with the individually identifiable information listed above.

We do not knowingly collect personally identifiable information from anyone – including those under the age of 18. If you are a parent or guardian and you are aware that your Children have provided us with Personal Data, please immediately contact us. If we become aware that we have collected Personal Data from children without verification of parental consent, we will take immediate steps to remove that information from our servers.

LibraryPass Services are intended only for students and patrons of either a K12 or Public Library. As such, students and patrons have access to the Services through various authentication methods that may require them to enter a library card or student ID number to access the Service. Our request for such identification is solely for the purpose of validating the status of the identification number. We do not request, access, or retrieve any additional information. All information, including identification numbers, is protected from unauthorized disclosure. LibraryPass may also collect information about a child's online activity, digital content selections, interactions with digital content such as bookmarks, as well as IP address, device type, unique device data such as device ID, and operating system. LibraryPass collects information through active participation of the child and passively through the use of "cookies" and similar technologies.

LibraryPass collects information from a child in order to:

(i). Support the internal operations of the Services, including but not limited to support for: activities necessary to maintain or analyze the Services, network communications, user authentication of users or personalization of content, activities necessary to perform authorized school or educational purposes, and security of users;

- (ii). Determine the child's current geographic location so that we may provide localized content and Services;
- (iii) Comply with the requirements of our publisher and library partners;
- (iv). Integrate with additional service providers for use of the Services;
- (v). Personalize our Services to better reflect particular interests and preferences; and
- (vi). Generally improve the user experience.

LibraryPass never sells a child's information. We may share anonymized information in aggregated form with third parties in order to analyze Service usage, improve the Services and user experience, or for other similar purposes. The use and disclosure of such anonymous information is not subject to any restrictions under this Privacy Policy for Children. A child's information is only retained by LibraryPass for the time period necessary to support the authorized school or educational purposes.

**What if a child shares information with others while using the Services?**

While using the library Services, children may enjoy opportunities to post reviews and share digital content information with others in public forums and on social networking websites such as Facebook, Twitter, etc. When a child shares such information, it is made public and is not subject to this Privacy Policy for Children. We are not responsible for any third party's use of information a child publicly displays or discloses through our Services.

Parents may email [info@librarypass.com](mailto:info@librarypass.com) to inquire if their child has submitted Personal Information to LibraryPass and to request the review, correction, and/or removal of any such Personal Information from our system.

If you are a teacher or administrator at an educational institution using the school Services, please email [info@librarypass.com](mailto:info@librarypass.com) to request the review, correction, and/or removal of a student's Personal Information, and we will facilitate your access to and correction of such Personal Information promptly upon your request. Parents and guardians are encouraged to monitor their child's digital content checkouts from their public library.

**Changes to this Privacy Policy for Children**

This Privacy Policy for Children was last updated in April 2022. Please check this Privacy Policy for Children periodically for updates. Your continued use of the Services after the posting of any changes to this Privacy Policy for Children means that you agree to be bound by such changes.

In the event of a change of control (i.e. sale of sale or merger of LibraryPass, Inc.) the successor entity will be subject to these same privacy commitments.



## Changes To This Privacy Policy

We may update our Privacy Policy from time to time. We will notify you of any changes by posting the new Privacy Policy on this page.

We will let you know via email and/or a prominent notice on our Service, prior to the change becoming effective and update the “effective date” at the top of this Privacy Policy.

You are advised to review this Privacy Policy periodically for any changes. Changes to this Privacy Policy are effective when they are posted on this page.

## USE OF SOFTWARE POLICY

***Effective date: April 1, 2022***

For brevity, the Use of Software Policy is sometimes referred to as the USP. Remember that your use of LibraryPass Services is at all times subject to our [Terms & Conditions](#), which incorporates this USP. Any terms we use in the USP without defining them have the definitions given to them in the Terms of Service.

I. Default license terms. To use the Services, you may be required to download software, services, or other executables (“Software”). We may also make other Software available for you to download or use. Such Software will be subject to the terms of the license agreement that accompanies it. If there is no license agreement presented to you with the Software, then the following license, in addition to the other LibraryPass Terms and Policies, governs your use of such Software:

1. We grant you a personal, non-exclusive, non-transferable, limited license to install and access the Software on any single computer, tablet or mobile device;
2. The Software is protected by copyright and other intellectual property laws and treaties and is owned by us or our licensors;
3. You may not sell or redistribute the Software;
4. You may not incorporate the Software or any portion of it into another product;
5. You may not reverse engineer, decompile, or disassemble the Software or otherwise attempt to derive the source code (except where expressly permitted by law, and then solely as permitted);
6. You may not modify, adapt, or create derivative works from the Software in any way or remove proprietary notices in the Software;
7. You agree to abide by all laws and regulations in effect regarding your use of the Software;

8. You may not authorize, assist, or post information calculated to enable any third party to do any of the things prohibited in this Section I.
- II. Additional Terms and Conditions. The Service or Software may require agreement with additional terms and conditions, i.e., Third-Party Software ("Additional Terms and Conditions"). Such Additional Terms and Conditions are hereby incorporated by reference into this Agreement unless otherwise noted. In the event of a conflict between such Additional Terms and Conditions and this Agreement, the Additional Terms and Conditions shall govern.
- III. Automatic updates; risks of premature shutdown. We may automatically check your version of the Software, update it to improve its performance and capabilities, or protect it from unauthorized use. You understand that if you shut down the Software during an automatic update or otherwise interfere with the installation of the update, the Software may be damaged and/or cease to operate, and this may affect other software you have.
- IV. The Software is a commercial item. The Software is a "commercial item," as that term is defined in 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995).
- V. Applicable only if you import and/or export the Software: You agree to fully comply with all import and export laws, regulations, rules and orders of the United States, or any foreign government agency or authority, and that you will not directly or indirectly export, re-export, transfer and/or release the Software, related technology, or any product thereof, for any proscribed end-use, or to any proscribed country, entity or person (wherever located), without proper authorization from the U.S. and/or foreign government. You bear responsibility for and assume all expenses relating to your compliance with the described laws, regulations, rules and orders, and for obtaining all necessary authorizations and clearances.
- VI. Applicable only to employees, agents and end-users of the US Government: Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 27.405(b)(2) (June 1998) and 48 C.F.R. 227.7202, all U.S. Government end users acquire the Software with only those rights as set forth herein

## STATEMENT OF COMPLIANCE

### **ADA Compliance Statement**

LibraryPass' products are compliant with Section 508 of the Americans with Disabilities Act (ADA). Users with disabilities are encouraged to use screen readers or other third party tools to assist with use of LibraryPass' interfaces.

## WCAG

Comics Plus is "Compliant with Exceptions" to Level AA of the Web Content Accessibility Guideline version 2.0. [Click here for a copy of our ACR / VPAT.](#)

# DIGITAL MILLENNIUM COPYRIGHT ACT TAKEDOWN POLICY

***Effective date: April 1, 2022***

Your use of LibraryPass™ Services is at all times subject to the Terms of Service, which incorporates this DMCA Takedown Policy. Any terms we use here without defining them have the definitions given to them in the Terms of Service.

I. Digital Millennium Copyright Act. In accordance with the Digital Millennium Copyright Act, LibraryPass has adopted the general policy below toward copyright infringement. The address of LibraryPass' Designated Agent to Receive Notification of Claimed Infringement ("Designated Agent") is listed at the end of this Policy.

II. Protection of intellectual property rights. LibraryPass respects the intellectual property rights of others and expects you to do the same. We reserve the right to: (1) block access to, or remove, material that we believe in good faith to be copyrighted material that has been illegally copied and distributed by any of our advertisers, affiliates, content providers, members or Users; and (2) remove and discontinue service to repeat offenders.

III. Procedure for Reporting Copyright Infringements

Notices and Procedure for Making Claims of Copyright Infringement Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement should be sent to LibraryPass' Designated Agent:

Ian Singer, % Holland, Johns & Penny, LLP, 306 W. Seventh St., Ste. 500 Fort Worth, TX 76102; (512) 400-4318

Pursuant to Title 17, United States Code, Section 512(c)(3), a notification of claimed infringement related to any of LibraryPass services must be a written communication addressed to the designated agent as set forth above, and must include substantially all of the following:

(i) A physical or electronic signature of the owner (or person authorized to act on behalf of the owner) of an exclusive right that is allegedly infringed;

- (ii) Specific identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works are covered by a single notification, a list of each copyrighted work claimed to have been infringed;
- (iii) Information related to the work(s) reasonably sufficient for LibraryPass to promptly locate the work (e.g. title of work, location within LibraryPass, etc.);
- (iv) Information reasonably sufficient to permit LibraryPass to directly contact the complaining party, such as a complete name and address, telephone number, and an email address;
- (v) A statement that the complaining party has a good faith belief that use of the work(s) in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- (vi) A statement requesting that LibraryPass take a specific act with respect to the alleged infringement (e.g., removal, access restricted or disabled); and
- (vii) A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.





**RESOLUTION NO. 2024-032**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the issuance of a purchase order for the following listed services with respect to the Mayor's deck project:

- ☐ Labor and materials to install cedar trim on the bottom of 8 pergola post - \$3,200.00
- ☐ Labor and materials to buildout lower landing - \$1,400.00

**ADOPTED:** This 26th day of February, 2024.

\_\_\_\_\_  
Council President

**APPROVED:** This 26th 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 26, 2024, as same appears in the minutes of record of said meeting.

\_\_\_\_\_  
City Clerk

Larry Jones

1850 Tall Timbers Dr  
Hoover, AL 35226  
205-908-3331 fax 205-979-1039

Quote No.

112

## SALES QUOTE

### Employee

Name Larry Jones Emp #  
Position Owner Region  
Department Manager

### Dates

2/22/2024

First Contact 2/20/2024  
Quote Issued 2/22/2024  
Accept/Reject

### Product/Service Name

Labor & material to install cedar trim on the bottom of 8 pergola post. Stain entire Pergola with Valspar Stain color, "Galapagos Gray". Which closely matches color of exterior window trim

### Quantity

1

### Price

\$3,200.00

### TOTAL

\$3,200.00

Labor and Material to buildout lower landing, approximately 5'x5' to Mayor court yard/ Pergola. Landing deck material will be trex material, color, "Clam Gray"

1

\$1,400.00

\$1,400.00

### Sub Total

\$4,600.00

### Customer

Customer Mtn Brook Mayor Company Mtn Brook, c/o Lemoine  
Address 56 Church Street  
City Mountain Brook State AL  
ZIP 36420 Email  
Phone 256-453-7666 Fax

Discount  
Taxes

### TOTAL

\$4,600.00

### Status

☒ Established Customer ☐ New Customer ☐ Prospective Customer

### Notes

This quote is good for 30 days

Office Use Only

Insert Fine Print Here

**RESOLUTION NO. 2024-033**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama that the City Council hereby establishes the advisory Environmental Sustainability committee, with the purpose, procedures, and duties as outlined in the attached Exhibit A.

**ADOPTED:** This 26th day of February, 2024.

\_\_\_\_\_  
Council President

**APPROVED:** This 26th 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 26, 2024, as same appears in the minutes of record of said meeting.

\_\_\_\_\_  
City Clerk



## **EXHIBIT A**

### **Environmental Sustainability Committee**

#### **Intent and purpose.**

The intent is to establish the Environmental Sustainability committee of the city of Mountain Brook such that it will make recommendations to the city council that promote good stewardship and environmental integrity of public property.

#### **Established; membership; terms.**

An Environmental Sustainability committee is hereby established ("committee"). The committee shall consist of five members who shall be appointed by the city council for terms of three years; except that, of the initial members of the committee, two shall be appointed to terms of three years, two shall be appointed to terms of two years and one shall be appointed to a term of one year.

#### **Meetings, procedure, and records.**

- (a) The committee shall:
  - (1) Annually elect from among themselves a chairman and a vice-chairman to serve in the absence of the chairman and such other officers, if any, which the members shall consider necessary or appropriate;
  - (2) Select a time for regularly scheduled public meetings;
  - (3) Adopt such rules and regulations for the conduct of its meetings and the operation of the board as the members consider necessary and appropriate; and
  - (4) Conduct such other business with respect to the organization and operation of the board which its members consider appropriate.
- (b) Attendance of three members of the committee at any meeting shall constitute a quorum for transacting business.
- (c) All meetings of the committee shall be open to the public and notice of each meeting shall be given by posting notices within the city at the same places where ordinances adopted by the city council are posted. The committee shall keep the minutes of its meetings and the committee's rules of procedure shall be Robert's Rules of Order.
- (d) In addition to its regularly scheduled meetings, the board's rules and regulations shall provide that special meetings of the board may be called by the chairman of the board or by the president of the city council upon not less than three days' prior notice to the members of the board of the time, place and purpose of such special meeting.
- (e) Any member who fails to attend at least three (3) regularly scheduled meetings of the committee within a twelve-month period, without reasonable justification to the members of the committee, will, upon a majority vote of the committee, be deemed to have vacated his/her appointment, which vacancy will be filled by the city council, for the unexpired term.

**Duties.**

The committee shall:

- (1) Make recommendations to the city council to promote and enhance a quiet, clean, and healthy environment on public property for the Mountain Brook community;
- (2) Identify and recommend methods and resources to assist the city in the promotion and implementation of environmentally sustainable practices on public property;
- (3) Identify and inventory property that is owned/maintained by the City of Mountain Brook's real property that can be enhanced with pollinator-friendly plantings;
- (4) Serve as the Mountain Brook Bee City Committee;
- (5) Strive to maintain Bee City USA affiliate status;
- (6) Strive to maintain American Green City Alliance (AGZA) certification status;
- (7) Strive to maintain Mayor's Monarch Pledge affiliate status;
- (8) Strive to maintain National Wildlife Federation Monarch Waystation affiliate status;
- (9) Strive to maintain participation in Homegrown National Park;
- (10) Coordinate with other city boards and committees to strategize and implement cohesive programs and initiatives to support sound environmental practices on city owned/maintained property;
- (11) Make recommendations to the city council on other matters concerning the use of native plants and the support for pollinator habitats on public property;
- (12) Make studies and recommendations to the city council on other matters concerning environmentally sustainable practices for properties owned/maintained by the City.

**RESOLUTION NO. 2024-034**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that Clay Ragsdale is hereby appointed as a member to the Environmental Sustainability, to serve without compensation, with the term of office to end February 26, 2027.

**ADOPTED:** This 26th day of February, 2024.

\_\_\_\_\_  
Council President

**APPROVED:** This 26th 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 26, 2024, as same appears in the minutes of record of said meeting.

\_\_\_\_\_  
City Clerk

**RESOLUTION NO. 2024-035**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that Laney DeJonge is hereby appointed as a member to the Environmental Sustainability, to serve without compensation, with the term of office to end February 26, 2027.

**ADOPTED:** This 26th day of February, 2024.

\_\_\_\_\_  
Council President

**APPROVED:** This 26th day of February, 2024.

\_\_\_\_\_  
Mayor

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\_\_\_\_\_  
City Clerk



**RESOLUTION NO. 2024-036**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that Jeffrey Lisenby is hereby appointed as a member to the Environmental Sustainability, to serve without compensation, with the term of office to end February 26, 2026.

**ADOPTED:** This 26th day of February, 2024.

\_\_\_\_\_  
Council President

**APPROVED:** This 26th day of February, 2024.

\_\_\_\_\_  
Mayor

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\_\_\_\_\_  
City Clerk

**RESOLUTION NO. 2024-037**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that Emily Debuys is hereby appointed as a member to the Environmental Sustainability, to serve without compensation, with the term of office to end February 26, 2026.

**ADOPTED:** This 26th day of February, 2024.

\_\_\_\_\_  
Council President

**APPROVED:** This 26th day of February, 2024.

\_\_\_\_\_  
Mayor

**CERTIFICATION**

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\_\_\_\_\_  
City Clerk

**RESOLUTION NO. 2024-038**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that Helen Harmon is hereby appointed as a member to the Environmental Sustainability, to serve without compensation, with the term of office to end February 26, 2025.

**ADOPTED:** This 26th day of February, 2024.

\_\_\_\_\_  
Council President

**APPROVED:** This 26th day of February, 2024.

\_\_\_\_\_  
Mayor

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City Clerk