

**Join us! In an effort to enhance meetings during the COVID-19 shutdown, the City Council invites you to join and/or participate in a variety of ways: Via computer Zoom meetings (no app is necessary), telephone, email and/or text! See details on page 3.**

**Vestavia Hills  
City Council Agenda  
Amended  
October 26, 2020  
6:00 PM**

1. Call to Order
2. Roll Call
3. Invocation – Don Richards, Vestavia Hills Chaplain
4. Pledge Of Allegiance
5. Announcements, Candidates and Guest Recognition
  - a. Upcoming Park and Recreation Board Vacancy
  - b. Upcoming Library Board Vacancy
6. Proclamation – National Hospice and Palliative Care Month – November 2020
7. City Manager’s Report
8. Councilors’ Reports
9. Financial Reports – Melvin Turner, III, Finance Director/City Treasurer
10. Approval Of Minutes – October 12, 2020 (Regular Meeting)

**Old Business**

**New Business**

11. Resolution Number 5274 – A Resolution Authorizing The City Manager To Enter Into An Agreement With The Alabama Department Of Labor For A Grant To Construct A Dog Park At SHAC

**New Business (Requesting Unanimous Consent)**

12. Resolution Number 5275 – A Resolution Authorizing The City Manager To Remit Payment For A Subscription Of Citizen Engagement/Public Input Software From Opengov, Inc

13. Motion for Adjournment

14. Citizens Comments

## **SPECIAL NOTICE CONCERNING CITY COUNCIL MEETINGS**

**Due to the COVID-19 “Stay at Home” Order issued by Gov. Ivey, the City Council work sessions and meetings are available via video-conference and teleconference. If you chose not to attend in person, you may still participate. Following are instructions for three options to participate remotely.**

### **COMPUTER PARTICIPATION (*view/participate in real time*)**

To participate in by videoconference, click <https://us02web.zoom.us/j/4555343275>. When the Zoom.us window opens in your browser, click “Allow” so that the page may open to a waiting room. The host will open the meeting and bring all into the meeting room at that time. All participants will be automatically muted upon entrance to the meeting. If you wish to speak during time(s) identified for public input, activate the “Raise Hand” feature and unmute yourself by toggling the mute button. When the Mayor recognizes you and gives you the floor, state your name and address for the record and then you may address the Council.

Using the icons on the Zoom screen, you can:

- Mute/unmute your microphone (far left)
- Turn on/off camera (“Start/Stop Video”)
- View Participants – opens a pop-out screen that includes the “Raise Hand” icon that you may use to raise a virtual hand
- Change your screen name displayed in the participant list and video window
- Toggle between “speaker” and “gallery” views – “Speaker view” shows the active speaker; “Gallery view” tiles all of the meeting participants

### **TELEPHONE PARTICIPATION (*view/participate in real time*)**

To participate by telephone, dial 312.626.6799 and enter the meeting ID: 455 534 3275. All participants will be automatically muted upon entrance to the meeting. If you wish to speak during time(s) identified for public input, press \*6 on your phone keypad to unmute yourself. Then state your name and wait for the Mayor to recognize you. When the Mayor recognizes you and gives you the floor, state your name and address for the record and then address the Council.

### **TEXT AND/OR EMAIL (*prior to the meeting or in real time*)**

If you do not wish to join the meeting but would like to ask a question or make a statement regarding an item on the agenda, you may email the City Council directly at [City.Council@vhal.org](mailto:City.Council@vhal.org). You may also text your question/statement to City Council at 205.517.1370. Both of these options are available prior to and during each work session and meeting. Be sure to provide your name and address for the record and your comments will be recited to the City Council as the corresponding item is being addressed. Note: As a matter of record, your name and address are required. If identification is not provided, your comment/question will not be presented.

WHEREAS, for more than 40 years, hospice has helped provide comfort and dignity to millions of people allowing them to spend their final months at home, surrounded by their loved ones; and

WHEREAS, the hospice model involves an interdisciplinary, team-oriented approach to treatment, including expert medical care, quality symptom control, and comprehensive pain management as a foundation of care; and

WHEREAS, hospice also attends to the patient’s emotional, spiritual and family needs, and provides family services like respite care and bereavement counseling; and

WHEREAS, palliative care delivers expertise to improve quality of life and relief from pain, can be provided at any time during an illness, and hospices are some of the best providers of community-based palliative care; and

WHEREAS, in an increasingly fragmented and broken health care system, hospice is one of the few sectors that demonstrates how health care can – and should – work at its best for its patient; and

WHEREAS, 1.55 million Americans living with life-limiting illness, and their families, received care from the nation’s hospice programs in communities throughout the United States; and

WHEREAS, hospice and palliative care organizations are advocates and educators about advance care planning that help individuals make decisions about the care they want.

NOW, THEREFORE, I, Ashley C. Curry, by virtue of the authority vested in me as Mayor of the City of Vestavia Hills in the State of Alabama, do hereby proclaim November 2020 as

**NATIONAL HOSPICE & PALLIATIVE CARE MONTH**

and encourage all residents to increase their understanding and awareness of care at the end of life and to observe this month with appropriate activities and programs.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Vestavia Hills to be affixed this the 26<sup>th</sup> day of October 2020.

Ashley C. Curry  
Mayor

**CITY OF VESTAVIA HILLS**

**CITY COUNCIL**

**MINUTES**

**OCTOBER 12, 2020**

The City Council of Vestavia Hills met in regular session on this date at 6:00 PM, following publication and posting pursuant to Alabama law. Due to the COVID-19 pandemic, in coordination with a Proclamation from Governor Ivey and pursuant to Orders from the Alabama State Health Officer, requiring social distancing along with limits of attendees, this meeting was held with a portion of Staff and general public/audience members attending via Zoom.com following publication pursuant to Alabama law. The Mayor called the meeting to order and the City Clerk called the roll with the following:

**MEMBERS PRESENT:**

Mayor Ashley C. Curry  
Rusty Weaver, Mayor Pro-Tem  
Kimberly Cook, Councilor  
George Pierce, Councilor\*

**MEMBERS ABSENT:**

Paul Head, Councilor

**OTHER OFFICIALS PRESENT:**

Jeff Downes, City Manager  
Patrick H. Boone, City Attorney  
Rebecca Leavings, City Clerk  
Jason Hardin, Police Captain  
Umang Patel, Court Director  
Brian Davis, Public Services Director  
Marvin Green, Fire Chief  
Ryan Farrell, Deputy Fire Chief  
Melvin Turner, Finance Director  
George Sawaya, Asst. Finance Director  
Cinnamon McCulley, Communications Specialist\*  
*\*present via Zoom or telephone*

David Phillips, Vestavia Hills Chaplain, led the invocation followed by the Pledge of Allegiance.

**ANNOUNCEMENTS, CANDIDATES, GUEST RECOGNITION**

- Mrs. Cook indicated that Mr. Head was unable to attend tonight so, on his behalf, she announced that the Parks and Recreation Board will meet in regular work session next Friday, October 23, beginning at 11:30 AM in the Council Chamber.

- Mr. Pierce welcomed Chamber Board members, Erin Holtz and Keri Bates to the meeting, attending via Zoom.
- Mayor Curry announced an upcoming vacancy on the Vestavia Hills Library Board. He stated that this is a 4-year appointment. Applications may be obtained beginning tomorrow on the City's website. The appointment will be announced the first meeting in December.
- Mrs. Cook announced an upcoming vacancy on the Vestavia Hills Park and Recreation Board. She stated that this is a 5-year appointment. Applications may be obtained beginning tomorrow on the City's website. The appointment will be announced the first meeting in December.

### **PROCLAMATION**

The Mayor presented a Proclamation designating "Fire Prevention Week" on October 4-10, 2020 and "Fire Prevention Month" during October 2020. Mr. Downes read the proclamation aloud and the Mayor presented it to Chief Marvin Green and Deputy Fire Chief Ryan Farrell.

Chief Farrell stated that they began their fire prevention school at the elementary schools and are focusing on them throughout the month.

### **CITY MANAGER'S REPORT**

- Mr. Downes introduced Rick Sweeney, AmWaste. He explained that Mr. Sweeney was present in order to update the Council on their first week of service.
  - Mr. Sweeney thanked the Mayor and Council for awarding them this contract. He stated that he thinks they got off to a great start and thanked the City Manager and Public Services for their assistance in getting started. He indicated they have seen a continual reduction in issues after a spike toward the middle of the first week. He feels the reduction will continue and they are striving to stay at low levels. The primary problems appeared to be in the implementation of the backdoor pickup. He stated they have had a lot of discussions with residents in the field. He estimated that 107 tons went to RePower south in the first collection. Mr. Sweeney stated that they do a daily review and adjust routes as needed and have added an 8-yard service vehicle that can get into some of the tighter spots. They have focused on the Action Center in order to get cart delivery and boom pickups and hopefully clear out any open items. There are still a handful of items that he has seen out on the street and have begun to try and communicate with residents better, including letting residents know to have their containers at the street by 6:30 AM. He stated they have tried to get people to put out small branches, debris, etc., for the first pickup of the week, and increased recyclables on the second.
  - Mr. Downes stated that AmWaste has actually responded to many residents through the Action Center, which is something that hasn't been done by contractors in the past. He indicated that, while where there have been "misses," the supervisors have analyzed to help to alleviate any future problems. Mr.

Downes stated that AmWaste cleaned the streets of debris left throughout the City by the previous contractor which resulted in later than usual end-times on the routes.

- Mrs. Cook stated that she did hear from a resident who appreciated the fact AmWaste went above and beyond to clean up trash that had blown out of bins after a missed pickup. AmWaste corrected the problem on Saturday, the same day as the missed pickup.
- Mr. Downes gave the statistics which show that the percentage of misses is now less than 1% and that AmWaste's ability to follow-up and recover from a problem is down to less than one-day turnaround. He urged residents to continue to use the Action Center.

### **COUNCILOR REPORTS**

- Mr. Pierce stated he will attend the Chamber meeting tomorrow via Zoom. He reminded everyone that Taco Mama has announced it will be opening in the City Center.
- Mr. Pierce announced that the Chamber Board will meet tomorrow morning at 7:45 AM via Zoom.
- Mrs. Cook stated that VHCS middle and high school students will be going back to class, full-time, in-person beginning this week. She stated the schools are following all required health and safety protocols in an effort to keep as many students as possible in school.
- Mr. Pierce attended the school system's 50<sup>th</sup> anniversary celebration. He indicated that Mrs. Cook was there as well and that he observed the first induction of members of the School System's Hall of Fame. He stated that the event was well attended.

### **APPROVAL OF MINUTES**

The Mayor opened the floor for approval of the following minutes September 28, 2020 (Work Session) and September 28, 2020 (Regular Meeting).

**MOTION** Motion to approve the minutes of the September 28, 2020 (Work Session) and September 28, 2020 (Regular Meeting), was by Mrs. Cook, and seconded by Mr. Weaver. Roll call vote as follows:

Mrs. Cook – yes

Mr. Pierce – yes

Mr. Weaver – yes

Mayor Curry – yes

motion carried.

### **OLD BUSINESS**

### **ORDINANCE NUMBER 2959**

**Ordinance Number 2959 – A Resolution Accepting A Bid For Athletic Field Maintenance For The City Of Vestavia Hills**

**MOTION** Motion to approve Ordinance Number 2959 was by Mr. Weaver, and seconded by Mr. Pierce.

Mr. Downes gave a background of the privatization of ballfield maintenance in order to improve turf conditions throughout the City. The first bid was awarded in 2015, and Specialty Turf won that bid. This new bid process had only one bid submission, which was from Specialty Turf. The Public Services Director has recommended acceptance.

Mrs. Cook asked about maintenance of synthetic fields.

Mr. Davis explained that they have to be “dragged” and rubber added to keep the turf in playable condition.

Mr. Pierce stated that he had questions about this bid. He stated that, in his first review, it wasn’t really evident that there were savings from the elimination of five natural turf fields. He asked that the Council be given a heads-up in the future, since items like this don’t require a first reading.

Mrs. Cook stated that she had inquired as to why there was only one bidder. She stated that, after seeing the number of companies contacted and the ways the bids were advertised, she was satisfied that the City did everything possible to advertise the bid.

The Mayor stated that this vendor did a great job in their first contract and he feels that good service will continue into this contract.

There being no one else to further address the Council, the Mayor called for the question. Roll call vote as follows:

Mrs. Cook – yes

Mr. Pierce – yes

Mr. Weaver – yes

Mayor Curry – yes

motion carried.

**NEW BUSINESS**

**NEW BUSINESS (UNANIMOUS CONSENT REQUESTED)**

**FIRST READING (NO ACTION TO BE TAKEN AT THIS MEETING)**

- None.



**CITIZEN COMMENTS**

None.

At 6:28 PM, Mrs. Cook made a motion to adjourn. The meeting adjourned at 6:29 PM.

Ashley Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

**RESOLUTION NUMBER 5274**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AND DELIVER A CONTRACT WITH THE ALABAMA DEPARTMENT OF LABOR FOR A GRANT FOR CONSTRUCTION OF A DOG PARK AT SHAC**

**WHEREAS**, the City of Vestavia Hills is desirous of constructing a dog park at the SHAC;  
and

**WHEREAS**, a grant opportunity through the Alabama Department of Labor (the “Department) in an amount not to exceed \$300,000; and

**WHEREAS**, the contract is marked as Exhibit A and is attached to and incorporated into this Resolution Number 5274 as if written fully therein; and

**WHEREAS**, the City Attorney has reviewed said contract and recommended some minor revisions as detailed in the “Exhibit B,” attached to and incorporated into this Resolution Number 5274 as if written fully therein; and

**WHEREAS**, the Mayor and City Council feel it is in the best interest of the public to accept said grant and authorize execution of said contract.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA, AS FOLLOWS:**

1. The City Manager is hereby authorized to execute and deliver a contract with the Department as detailed in the attached Exhibit A with recommended changes made by the City Attorney detailed in Exhibit B; and
2. This Resolution Number 5274 shall become effective immediately upon approval and adoption.

**ADOPTED and APPROVED** this the 26<sup>th</sup> day of October, 2020.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk

**ADOL PILOT GRANT CONTRACT**

2018 ABANDONED MINE LAND RECLAMATION  
ECONOMIC DEVELOPMENT PILOT GRANT PROGRAM

**THIS GRANT CONTRACT** is made and entered into by and between the **STATE OF ALABAMA, DEPARTMENT OF LABOR** (the “Department”) and **THE CITY OF VESTAVIA HILLS**, a municipality located in Jefferson County, Alabama (the “Contractor”), effective as of the \_\_\_ day of \_\_\_\_\_, 2020 (“Effective Date”).

**RECITALS**

**WHEREAS**, the United States Department of the Interior’s Office of Surface Mining Reclamation and Enforcement (“OSMRE”) made funding available to six (6) states, including the State of Alabama (“State”), for the funding of projects in the Abandoned Mine Land Reclamation Economic Development Pilot Program (“AML Pilot”) for Fiscal year 2018;

**WHEREAS**, the Alabama Department of Labor (“the Department”) administers the AML Pilot for and on behalf of the State;

**WHEREAS**, the Contractor has submitted a 2018 AML Pilot Grant Application for “Sicard Hollow Dog Park Project” (the “Project”) through the Department’s Abandoned Mine Land Program;

**WHEREAS**, the Department evaluated the Project application pursuant to the *Guidance for Project Eligibility Under the Abandoned Mine Land Reclamation Economic Development Pilot Program for Fiscal Year 2018* issued by the OSMRE;

**WHEREAS**, the Department has received any necessary approvals of the Project from OSMRE;

**WHEREAS**, in reliance on OSMRE's approval of the Project for funding, the undertaking of the Project as described in this Contract, and in consideration of the economic impact and other benefits to be received by the State and its citizens, the Department has committed to make available to the Contractor the Project Funding in the manner described in this Contract, subject to applicable State and Federal laws.

**NOW, THEREFORE**, in consideration for the mutual promises and covenants contained in this Contract and for other valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties enter into this Contract on the following terms and conditions.

**1. Definitions.** For the purposes of this Contract, the following terms shall have the meanings set forth in this Section:

- a. AML shall mean the Abandoned Mine Land Division of the Alabama Department of Labor.
- b. Contract shall mean this document and any other attached or referenced documents contained within.
- c. Contractor shall mean the individual or entity, that has entered into this contract with the Department.
- d. Effective Date shall mean the date set forth in the first paragraph of this Contract.
- e. Indemnified Parties shall have the meaning set forth in Section 4 of Attachment A of this Contract.
- f. Parties shall mean the Department and the Contractor collectively, each of which is a Party to this Contract.
- g. Project shall mean The Sicard Hollow Dog Park Project described in that certain 2018 AML Pilot Program Project Request Form submitted by the Contractor to the Department.
- h. Related Companies shall mean, as provided in Code of Alabama § 40-18-370, any company that is under common ownership, management, or control with the Contractor.

- i. State shall mean the State of Alabama.
  - j. Trade Secret means any proprietary or competitively sensitive information contained in this Contract, or any related agreement, contract, schedule or other writing which falls within the definition of “trade secret” as such term is defined in the Trade Secrets Act.
  - k. Trade Secrets Act means the Alabama Trade Secrets Act, Code of Alabama §§ 8-27-1 et seq., as amended.
2. **Maximum Grant Dollar Amount** – the Department grants to the Contractor the amount not to exceed Three Hundred Thousand Dollars (\$300,000.00) (“Project Funding”).
  3. **Grant Term** – This Grant Contract shall not be a legally binding agreement until this Grant Contract is fully executed by the Department. The term of this Grant Contract shall commence on the date this Grant Contract is fully executed by the Department and shall terminate upon completion of the project, subject to a final inspection by the Department and submission of the final project report detailing project activities and deliverables completed. The Contractor shall also abide by the record retention requirements detailed in Attachment B.
  4. **Period of Performance** – Upon full execution of this Grant Contract, Project work shall be paid for from the date of full execution of this Grant Contract through October 31, 2021 (the “Project Completion Date”). All work under this Grant Contract shall be completed no later than the Project Completion Date. If work is not completed by the Project Completion Date, the Contractor shall provide in writing a formal request for a time extension. The written request for time extension shall contain, at a minimum, a narrative summary of activities to date, funds expended to date, a schedule for remaining activities to complete work, and the reason for the request. The Contractor may provide any additional information to support their request.

5. **Standard State Contract Language** – Contractor shall comply with the terms and conditions in the following standard State Contract Language attachment, hereto referred to as Attachment A and made a part hereof. See Attachment A – Provisions for State Contracts.
  
6. **State General Conditions** – Contractor shall perform all Project work in accordance with the following referenced General Conditions attached hereto as Attachment B and made a part hereof. See Attachment B – State General Conditions.
  
7. **Scope of Contract** – This Contract fully sets out the complete agreement and supersedes all prior and collateral communications and agreements of the Parties relating to the subject matter of this Contract. This Contract includes the facts, averments, and representations set forth in the Recitals, as well as all exhibits, attachments, or appendices attached to or referenced in this Contract, all of which are hereby incorporated by reference. Contractor shall perform all work in accordance with the Project Scope of Work set forth in Attachment C hereto and made a part hereof. Contractor shall incur expenses under this Grant Contract and the State shall pay the Contractor for Project work in accordance with the Project Scope of Work in Attachment C and in accordance with the Special Conditions (Attachment D) described in Paragraph 8 below. See Attachment C – Project Scope of Work and Budget.
  
8. **Special Conditions** – Contractor shall perform all Project work in accordance with the following grant program-specific special conditions attached hereto as Attachment D, Attachment E, and Attachment F; all of which are made a part hereof. See Attachment D – Special Conditions, Attachment E – Federal Requirements and Attachment F – Insurance Requirements.

*[Signature page follows]*

**WHEREFORE**, the Parties to this Contract, intending to be legally bound by the provisions set forth in this Contract, have caused this Contract to be signed and delivered by their duly authorized representatives.

**CITY OF VESTAVIA HILLS**

By: \_\_\_\_\_

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

**ALABAMA DEPARTMENT OF LABOR**

By: \_\_\_\_\_  
Fitzgerald Washington, Secretary

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

**ATTACHMENT A – PROVISIONS FOR STATE CONTRACTS**

1. **Governed by Alabama laws** – This Contract shall be governed by the laws of the State of Alabama. The parties hereto agree that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment No. 26. It is further agreed that if any provision of this Contract shall conflict with any statute or constitutional provision or amendment thereof, either now in effect or which may, during the course of this Contract, be enacted, then that conflicting provision in the Contract shall be deemed null and void.
  
2. **Immigration** – Pursuant to §31-13-9(k) Code of Alabama 1975, by signing this contract, the contracting parties affirm, for the duration of the contract, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the contract and shall be responsible for all damages resulting therefrom.
  
3. **Sovereign Immunity** – The Parties to this Contract recognize and acknowledge that the Department is an instrumentality of the State, and as such is immune from suit pursuant to Article I, Section 14, Constitution of Alabama, 1901. It is further acknowledged and agreed that none of the provisions and conditions of this Contract shall be deemed to be or construed to be a waiver by the Department of such constitutional immunity. Notwithstanding anything to the contrary in this Contract, the Department does not waive sovereign immunity and expressly reserves sovereign immunity as a defense to any and all claims against the Department.
  
4. **Indemnification** – To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Department, its officers, agents, employees and representatives, from and against liability, claims, damages, losses, costs and expenses, including but not limited to attorney's fees, for, or on account of any



claims, suits or damages of any character whatsoever which result from injuries, actual or perceived, by or to any person or property, which are attributable in whole or part to any negligent or willful act or omission of any officer, employee, agent or representative of the Contractor.

5. **Disclaimer of Liability** – No provision of this Contract will be given effect that attempts to require the State or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions.
  
6. **Termination Clause** – A clause addressing a termination for cause and convenience is included specifically herein. The following provisions apply to termination under this Contract, whether termination by the Department or by the Contractor. The performance of work under this Contract may be terminated in whole or in part for the following circumstances:
  - a. **Termination for Convenience.** This Contract may be terminated by either party with thirty (30) days written notice. Said notice shall specify the reasons for requesting such termination. If the Department determines that continuation of the work will serve no useful government or public purpose, this Contract may be terminated by the Department and the Contractor shall be entitled to necessary expenses incurred through the date of termination or the date services are last provided, whichever occurs first.
  
  - b. **Termination for Cause.** If, through any cause, the contractor shall fail to fulfill in a timely manner its obligations under this Contract, or if the contractor shall violate any of the covenants, agreements, or stipulations of this Contract, and such failure or violation is not corrected within fifteen (15) days after such notice is given by the Department to the Contractor, the Department shall thereupon have the right to immediately terminate or suspend this Contract by giving written notice to the Contractor of such termination or suspension and specifying the effective date thereof.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Department for damages sustained by the Department by virtue of any breach of the Contract by the Contractor and the Department may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the Department from the Contractor is determined.

7. **Disputes & Alternative Dispute Resolution** – In the event of any dispute between the parties, senior officials of all parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama pursuant to §41-9-60 et seq., Code of Alabama.

For any and all other disputes arising under the terms of this Contract which are not resolved by negotiation, the parties agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.

8. **Disclaimer** – The Department specifically denies liability for any claim arising out of any act or omission by any person or agency receiving funds from the Department whether by contract, grant, loan, or by any other means.

No recipient, subrecipient, contractor or agency performing services under any agreement, contract, grant or any other understanding, oral or written, other than an actual employee of the Department, shall be considered an agent or employee of the State of Alabama or the Department or any division thereof. The State, Department, and their agents and employees assume no liability to any recipient, subrecipient, contractor or agency, or any third party, for any damages to property, both real and

personal, or personal injuries, including death, arising out of or in any way connected with the act or omissions of any recipient, subrecipient, contractor or agency, or any other person.

9. **Boycott / Open Trade** – In compliance with Act 2016-312 and §41-16-5, Code of Alabama 1975, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.
  
10. **No State Merit System Benefits.** It is understood by the Parties that the Contractor is an independent contractor with respect to the Department, and is not a merit system employee of the Department. The Department will not provide fringe benefits, including health insurance benefits, paid vacation, or other employee benefits for the benefit of the Contractor. It is agreed that the Contractor is not subject to the control of the State or the Department in the performance of its duties and is not entitled to the benefits of the State Personnel System or the State Merit System laws.
  
11. **Compliance with Federal, State, and Local Laws.** In addition to the provisions provided herein, the Contractor shall be responsible for complying with any and all other applicable laws, ordinances, codes and regulations of the Federal, State and local governments, including but not limited to, the Alabama Competitive Bid Law (§31-13-1, et seq., Code of Alabama 1975), the Alabama Public Works Law (§39-1-1, et seq., Code of Alabama 1975), the Open Trade Law (§41-16-5, et seq., Code of Alabama 1975), all State permitting requirements, the Alabama Open Meetings Act (§36-25a-1, et seq., Code of Alabama 1975), and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (§31-13-1, et seq., Code of Alabama 1975). Further, it certifies that performance under this Contract shall be in compliance with all other requirements of the Department.
  
12. **Nondiscrimination Assurances** – During the performance of this Contract, the Contractor agrees that as a condition to the Department's award of financial

assistance from the U.S. Department of Labor under Title I of WIOA, the Contractor assures that it can and will comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the Contract.

- a. Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I-financially assisted program or activity;
- b. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
- c. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- d. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- e. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Contractor also assures that in working with the Department, a recipient of WIOA Title I financial assistance, that it will comply with 29 CFR part 38 and all other regulations implementing the nondiscrimination laws listed above. This assurance applies to the Department's operation of the WIOA Title I-financially assisted program or activity, and to all agreements ADOL makes to carry out the

WIOA Title I-financially assisted program or activity. The Contractor understands that the United States has the right to seek judicial enforcement of this assurance.

Further, as applicable, it will comply with WIOA Section 188(a) regarding equitable service in WIOA Title I programs and activities.

- a. Comply with Americans with Disabilities Act of 1990, Title II Subtitle A.;  
and
- b. Comply with the OSHA work place requirements.

**13. Entire Agreement** – This Contract contains the entire agreement between the parties, and supersedes all previous understandings and agreements, whether oral or written. The parties hereby acknowledge and represent that they have not relied on any representation, assertion, guarantee, or other assurance, except those set out in this Contract. Modifications and amendments to this Contract, including any exhibit or appendix, shall be enforceable only if in writing and signed by both parties.

**ATTACHMENT B – STATE GENERAL CONDITIONS**

1. **Contractor Integrity Provisions** – It is essential that those who seek to contract with the State of Alabama (“State”) observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the State contracting and procurement process.

**In furtherance of this policy, the Contractor agrees to the following:**

- a. The Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulation, or other requirements applicable to Contractor or that govern contracting or procurement with the State.
- b. The Contractor, its affiliates, agents, employees and anyone in privity with the Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Alabama, statement of policy, management directive or any other published standard of the State in connection with performance of work under this contract.
- c. The Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor or material under this contract, unless the financial interest is disclosed to the State in writing and the State consents to the Contractor’s financial interest prior to execution of the contract.
- d. The Contractor certifies to the best of its knowledge and belief that within the last five (5) years, the Contractor or related companies have not:
  - i. Been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;

- ii. Been suspended, disbarred or otherwise disqualified from entering into a contract with any governmental agency;
- iii. Had any business license or professional license suspended or revoked;
- iv. Had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
- v. Been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If the Contractor cannot so certify to the above, then it must submit along with its contract a written explanation of why such certification cannot be made and the State will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the State in writing if at any time during the term of the contract if change. The Contractor acknowledges that the State may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

- e. When the Contractor has reason to believe that any breach of ethical standards as set forth in law or these Contract Integrity Provisions has occurred or may occur, including but not limited to contact by a State officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the State in writing.
- f. The Contractor, by execution of this contract and by the submission of any bills, invoices, or requests for payment pursuant to the contract, certifies and

represents that it has not violated any of these Contract Integrity Provisions during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the State in writing of any actions for occurrences that would result in a violation of these Contract Integrity Provisions. Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the State for investigations of the Contractor's compliance with the terms of this Contract that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

- g. The Contractor shall cooperate with the State in its investigation of any alleged State agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contract Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of the State, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the State to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract, or subcontract it enters into in the course of the performance of this Contract / agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the State and any such subcontractor, and no third-party beneficiaries shall be created thereby.
- h. For violation of any of these Contract Integrity Provisions, the State may terminate this contract, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, and claim damages for all additional costs and expenses incurred in obtaining another contractor



to complete performance under this contract. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the State may have under law, statute, regulation, or otherwise.

**2. The Contractor's Commitments, Representations, and Warranties** – In consideration of the Department providing the Project Funding described in this Contract, the Contractor makes the following commitments, representations and warranties to the Department:

- a. The Contractor acknowledges that the citizens of the State anticipate the receipt of substantial economic benefit to the State and local communities in return for the Project Funding granted under this Contract.
- b. The Contractor is a going concern, is financially solvent and shall make available adequate funding in order to undertake the Project.
- c. The Contractor is in good standing, licensed, and qualified to do business in Alabama, all in accordance with Alabama law, and shall remain licensed, qualified, in good standing and in material compliance with all Alabama laws applicable to its operations in connection with the Project throughout the duration of this Contract including any applicable employment and immigration laws.
- d. The Contractor is not prohibited from consummating the transaction contemplated in this Contract by any applicable law, regulation, agreement, instrument, restriction, order, or judgment.
- e. The Contractor has the legal power and authority to enter into this Contract and to make the respective commitments made in this Contract. To the extent that (i) any authorization, approval, resolution or consent of the Contractor's board of directors, officers, managers, trustees or any other person(s) is required under either the Contractor's organizational or governing documents, or otherwise is required by law and (ii) any authorization, approval or consent of any governmental authority, body, or agency or third party is required for the Contractor to enter into this Contract and make the commitments

contained in this Contract, any such authorizations, approvals, and consents have been duly obtained in accordance with applicable law and procedures.

- f. The Contractor shall provide the Department with the names of all contractors and subcontractors who will or may work on the Project so that the Department may conduct an Office of Surface Mining Reclamation and Enforcement (OSMRE) Applicant Violator System (AVS) review. The Contractor shall provide the Department with a copy of each contractor/subcontractor's Federal ID#, mailing address and phone number. This information shall be provided by the Contractor to the Department at least ten days prior to the contractor/subcontractor starting work on the Project. The Contractor shall not employ any subcontractor or other person or organization against whom the Department may have reasonable objection.
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- 3. Commitments and Representations of the Department** – In consideration of the Contractor undertaking the Project, the economic benefit to the State and local communities to be realized from such undertaking, and subject to the provisions of applicable state law, the Department shall make available to the Contractor the Project Funding. Generally, the Contractor shall be eligible to receive reimbursement / progress payments on the basis of services / work completed. Specifically, The Contractor shall submit to the Department invoices for work performed to advance the Project together with a reasonable degree of supporting documentation to substantiate the requested progress payments. The Department reserves the right to determine in good faith that the requirements of this Contract are being met before making such payments. The AML Division will submit all pay requests to the Department's Finance Division within ten (10) Business days and the Finance Division will process such requests within a reasonable amount of time.
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- 4. Project Reporting**
    - a. Prior to beginning construction of the project, the Contractor shall provide the Department with the design plans (paper and digital) for the Project. The

Department will review the design plans for concurrence with the scope of work and information provided in the grant application. This review is in no way intended for completeness or accuracy of the engineering design, only for concurrence with the scope of work provided in the grant application and the scope of work of this Contract. During the pendency of the Project, any time the design plans are materially revised, the Contractor shall timely provide the revised design plans (paper and digital) to AML.

- b. During the pendency of the Project, the Contractor shall submit, on a monthly basis, a written Project progress / status report to the Department. The report shall be submitted by close of business on the 1<sup>st</sup> business day of the month and cover all activities from the previous month. Failure to provide the monthly progress / status report may cause delay in Requests for Payment. The Department reserves the right to withhold payment until all reporting requirements have been met. The report shall include, at a minimum, the following information:
  - i. A financial report prepared while design and/or construction activities are ongoing.
  - ii. A written narrative of progress to date, any problems encountered and actions taken and any anticipated activity expected during the next month.
  - iii. Aerial photographs of the project site to show progress of the Project at all times there is active construction.
- c. The Contractor shall provide a final report detailing activities and deliverables completed during the Project. The final report is due 30 days after the end of the Project.

5. **Payments** – Payment will be made to the Contractor as stipulated in the Contract or Attachment D. In the event the Contractor has a current environmental violation, payment may be withheld from Contractor until the environmental violation is resolved to the satisfaction of the Department.

6. **Funding Out Provision** –In the event funds are not available to the Department from appropriated funds, or other sources, to make any payments due during the term of this Contract, the Department shall have the option to terminate this Contract. In the event the Department exercises its option to terminate given under this paragraph, there shall be no obligation on the Department to pay any further payments due hereunder and this Contract shall become null and void upon the mailing of the notice of termination. No right of action or damage shall therefore accrue to the benefit of the Contractor, its successors or assigns for further payments.
  
7. **Costs and Expenses.** The Contractor agrees to pay its own costs and expenses incurred in connection with the proposals, responses, and negotiation of the transactions contemplated in this Contract, including all costs and expenses incurred in connection with the preparation of any studies or reports, surveys, or approvals for this Contract.
  
8. **Subcontracts** - No contract or agreement may be entered into by the Contractor for execution of the project activities or provision of services to the project (other than purchases of supplies, or standard commercial or maintenance services) which is not incorporated in the approved Project Scope of Work or approved in advance by the Department. Any such arrangements shall provide that the Contractor will retain ultimate control and responsibility for the project, and that the subcontractor shall be bound by these conditions and any other requirements applicable to the Contractor in the conduct of the project.
  
9. **Survival of Representations and Warranties.** The representations, warranties, and covenants made by each of the Parties in this Contract shall survive the performance of any obligations to which such representations, warranties, and covenants relate.
  
10. **Waivers.** Waiver of any of the obligations of any Party under this Contract will be effective only when stated in writing and signed by the waiving Party. No delay or omission to exercise any right or power by any Party shall be construed to be a

waiver. In the event that any provision is waived by a Party, such waiver shall not be deemed to waive any other provision. To the extent that any Party's performance is subject to any regulatory or governing body approvals, that Party or those Parties shall have no obligation to perform and shall not be liable for non-performance, unless and until such regulatory or governing body approves or authorizes such performance, or such approval of the qualified electors is obtained. In such instance, all Parties affected shall use their best reasonable efforts to secure such approval or authorization.

**11. Notices.** All notices required by or related to this Contract shall be sent by United States Mail, first class postage affixed, addressed to the receiving Party as described below:

**To the Department:**

Secretary of the Alabama Department of Labor  
649 Monroe Street  
Montgomery, Alabama 36131

With a copy to:

Abandoned Mine Land Reclamation Office  
Attn: Dustin Morin, State Mine Land Rec. Supervisor  
4351 Crescent Road  
Irondale, Alabama 35210

And a copy to:

Joseph Ammons  
Alabama Department of Labor – Legal Division  
649 Monroe Street, Room 1801  
Montgomery, Alabama 36131

**To the Contractor:**

City of Vestavia Hills  
Attn: Jeff Downes, City Manager  
1032 Montgomery Highway  
Vestavia Hills, AL 35216

or to such other address as the receiving Party has most recently forwarded to the sending Party pursuant to the provisions of this Section.

**12. Changes** - The parties to the Contract hereby agree to execute minor adjustments to this Contract via a letter of mutual consent. Any significant adjustments to this Contract shall, however, require a formally executed amendment by each of the Parties' duly authorized representatives. Significant adjustments shall include:

- a. Changes to the scope of work involving the addition of specific work tasks.
- b. Changes in payment terms. However, reallocation of contract budget category dollar amounts to and from other budget categories shall be considered minor adjustments, as long as the maximum contract dollar amount payable by Department to Contractor is not exceeded.
- c. Increase in the maximum grant dollar amount to be paid by the Department to the Contractor.

**13. Suspension** - When the terms and conditions of this Contract are not materially being met, the Department may, upon written notice to the Contractor, suspend the Contract until corrective action has been taken to the satisfaction of the Department, or until the Contract is terminated.

**14. Conflict of Interest**

- a. Interest of members of the State and Others – No officer, member, representative, or employee of the State who exercises any function or responsibilities under this Contract, shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested; nor shall any such officer, member, or employee of the State, and no member of its governing body, have any interest, direct or indirect, in this Contract or the proceeds thereof.
- b. Interest of Contractor – The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would

conflict in any manner or degree with the performance of its work hereunder. The Contractor further covenants that in the performance of this Contract, it shall not knowingly employ any person having such interest. Contractor further certifies that no member of the board of directors of the Contractor or any of its officers have such adverse interest.

**15. Fiscal Records** - Contractor agrees to maintain books, records, documents, correspondence, and other evidence pertaining to the costs and expenses of this Contract (hereinafter collectively referred to as "the records"), to the extent and in such detail as will properly reflect all costs, direct and indirect, of labor, materials, equipment, supplies, and services, and other costs and expenses of whatever nature for which funding has been provided under the provisions of this Contract, and in accordance with generally accepted accounting principles and the Department's fiscal regulations and guidelines.

**16. Retention of Records** - The records shall be retained and be made available for audit for a period of three (3) years after final payment is made and the Contract has expired, and all other pending matters are resolved.

The Contractor and all its subcontractors shall maintain records in accordance with 30 C.F.R. § 886.24, which is incorporated into this Contract by reference.

**17. Right to Audit** - The State, Department, and the Office of the Alabama State Auditor, or any of their duly authorized representatives, shall have access to the records of the Contractor for the purpose of making an audit of financial transactions, compliance with Contract terms, and an evaluation of Contract performance. It is further understood that the Department is authorized to make examination, excerpts, copies, and transcriptions of such records during the course of an audit.

**ATTACHMENT C – PROJECT SCOPE OF WORK AND BUDGET**

The Department will provide funding for the Project to the Contractor in accordance with this Contract and the application submitted. Funds may be used for design services, permitting services, project administration, and construction of the Project.

1. **Description of the Project** – The Sicard Hollow Dog Park Project proposes the addition of a dog park to the existing Sicard Hollow Community Park located on Sicard Hollow Road in Vestavia Hills, Alabama. The addition of a dog park would serve as a tool to provide a sense of unified community for the residents of Vestavia Hills and surrounding areas. The Project would be the next phase in the continued development of the park and provide an opportunity for future economic development.
  
2. **Scope of Work** – The Scope of Work for the Project includes design and construction of a dog park at the existing Sicard Hollow Community Park. All AML reclamation has been completed at the Project site. Expenses eligible for Project Funding include hiring of professional design services (civil engineering, landscape architect, dog park consultant, etc.), approved equipment for the dog park, and construction. Construction may include access to the site (sidewalks, paths, roads, etc.), site grading, installation of drainage facilities, and installation of equipment.
  
- All Project expenditures shall be reasonable and at the discretion of the Department. Prior to hiring of design professionals or expenditure of any funds proposed for reimbursement with Project Funds, the Contractor shall submit all proposed expenditures to the Department for approval. Failure to submit all proposed expenditures and receive approval from the Department may result in disqualified expenses that will not be reimbursed.



2018 AML Pilot Grant  
Sicard Hollow Dog Park Project

- The Project shall be either; (1) competitively bid and awarded to the qualified bidder with the lowest price, or (2) completed with in-house personnel. In either case, the bid tab / project costs shall be submitted to the Department for approval prior to commencement of construction. Failure to submit bid tab(s) / project costs and receive approval from the Department may result in disqualified construction expenses that will not be reimbursed.
- The Department will provide services for correspondence with all NEPA agencies to obtain concurrences for the Project, submission of public notice, and submission of the request for Authorization to Proceed to the Office of Surface Mining Reclamation & Enforcement (OSMRE). The Contractor shall be responsible for any and all permitting requirements and/or documentation that may be required from the NEPA agencies.
- The Contractor shall be responsible for obtaining coverage under the appropriate State General Stormwater Permit through the Alabama Department of Environmental Management (ADEM) for construction stormwater. The Contractor shall provide the Department a copy of the registration prior to commencement of construction activities.
- Contractor shall provide the design and construction of the Scope of Work described above, secure all required easements, permits, verify the work is completed properly, and invoice the Department for the work in accordance with the invoicing procedures provided.
- The Contractor shall be responsible for obtaining any and all permits and complying with all local, State, and Federal laws, ordinances, and regulations applicable to complete construction of the project.
- Contractor shall provide the Department with all contractors and subcontractors information to obtain state and federal clearance for payments before authorizing any billable work under this Contract.
- Contractor shall not incur any construction related expenses under this Contract until receiving Authorization to Proceed from the Department.

3. **Project Schedule** –In order to ensure that the grant funds are expended in a timely manner, the Contractor agrees to comply with the following timeline:

- The Contractor agrees to cause commencement of work on the Project within thirty (30) days of the Effective Date of this Contract.
- The Contractor shall submit a written request for time extension, if required, by July 31, 2021.
- At least 50% of the grant funds for the Project shall be expended by September 30, 2021.
- At least 85% of the grant funds for the Project shall be expended by June 30, 2022.
- 100% of the grant funds for the Project shall be expended by December 31, 2022.

If the above timeline for expending the grant funds is not met by the Contractor, the Department reserves the right at its discretion to cancel this Contract and direct the remaining grant funds elsewhere.

**ATTACHMENT D – SPECIAL CONDITIONS**

1. **Payment Conditions** – All funding shall be paid to the Contractor in accordance with the following:
  - a. The maximum amount payable shall not exceed Three Hundred Thousand Dollars (\$300,000). The maximum amount payable may only be exceeded pursuant to form amendment to the Contract.
  - b. Subject to the availability of federal funds and compliance with the terms and conditions of this Contract, the Department will reimburse the Contractor for actual expenditures up to the maximum amount stated in this Contract for obligations incurred after the Effective Date in the performance of this Contract.
  - c. Payments provided for in Sections a and b above, will be made on a periodic basis to the Contractor for reimbursement of all costs directly related to the Project Work as described in Attachment C and as verified by the Department via review of proper and administratively complete Requests for Payment submitted on a timely basis by the Contractor to the Department.
  - d. A Request for Payment shall be itemized and shall clearly state the Project Name (Sicard Hollow Dog Park Project), the time period covered, a description of the items, services rendered, and/or permits acquired, and shall include original receipts, invoices, logs, time sheets or other properly certified records documenting the services rendered or purchase(s).
  - e. Requests for Payment shall be submitted to the attention of Dustin Morin, State Mine Land Reclamation Supervisor and/or Les Kearley, Design & Construction Branch Chief, Alabama Department of Labor – Abandoned Mine Land Program, 4351 Crescent Road, Irondale, Alabama 35210. The Request for Payment shall be signed by an authorized representative of the Contractor.
  - f. Payments will be issued based on the amount of services / work completed, or materials purchased and stored, at the time the request is made, provided the total payments made hereunder do not exceed the maximum dollar amount set

forth in Section a above. Payments will not be made for work not yet completed, or materials not yet delivered.

- g. Requests for Payment may be submitted by the Contractor to the Department on a monthly basis or for periods of multiple whole months. The period for which reimbursement is being requested shall be clearly stated within the request. Payments more frequent than a monthly basis may be considered and made at the discretion of the Department if necessary for the Contractor or for the interest and benefit of the Department.
- h. Payments will be made to the Contractor only if the Contractor is in full compliance with the terms and conditions of this Contract. A retainage equal to 5% of 50% of the maximum grant dollar amount may be held for the final payment, which will be made after all terms and conditions of this Contract have been met and all items in the Scope of Work have been satisfactorily completed.

## **ATTACHMENT E – FEDERAL REQUIREMENTS**

If this Contract is funded in whole or in part with funds from the Federal Government, or by non-Federal funds used to match a Federal grant, the following provisions apply:

1. All work under this Contract shall be performed in accordance with applicable statutes, rules and regulations of the Federal Government. All applicable Federal statutes and provisions of the Code of Federal Regulations (CFR) in effect on the date of execution of this Contract are an integral part of this Contract, including 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND AUDIT REQUIREMENT AS ADOPTED PURSUANT TO 2 CFR §1327.101, AS APPLICABLE.
2. All applicable contract provisions specified by the Federal Government are an integral part of this Contract.
3. If this Contract is funded in whole or in part by a grant from the United States Environmental Protection Agency (EPA), all applicable provisions of 40 CFR Parts 31 and 35 (Subpart O), in effect on the date of the Assistance Award for this project, are an integral part of this Contract, as applicable. Further, Contractor shall comply with the provisions pertaining to conflict of interest as required by 2 CFR §200.112. EPA has established a policy regarding conflicts of interest for applicants and recipients of Federal financial assistance awards from EPA. The policy can be found at:

[http://epa.gov/ogd/epa\\_interim\\_financial\\_assistance\\_coi\\_policy.htm](http://epa.gov/ogd/epa_interim_financial_assistance_coi_policy.htm)

Contractors should review this policy and its requirements which include certain disclosure requirements. Contractors must complete the applicable disclosure requirements.

**4. Rights to Inventions Made Under a Contract or Agreement**

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR Par 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements”, and any implementing regulations issued by the Federal Grantor Agency. Further this Contract is subject to Federal Grantor Agency requirements and regulations pertaining to reporting and patent rights if the Contract involves research, developmental, experimental or demonstration work with respect to any discovery or invention which arises or is developed in the course of or under this Contract, as well as Federal Grantor Agency requirements and regulations pertaining to copyrights and rights in data.

**5. Equal Employment Opportunity**

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR Part 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity”, and implementing regulations at 41 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor”.

**6. Audit/Compliance Review Requirements**

The Contractor must comply with all applicable Federal and State Grant requirements including the Single Audit Act Amendments of 1996; 2 CFR Part 200 as amended; and any other applicable law or regulation, and any amendment to such other applicable law or regulation that may be enacted or promulgated by the Federal Government.

If the Contractor is a local government or non-profit organization that expends \$750,000 or more in Federal Awards during its fiscal year, the Contractor is required to provide the appropriate single or program specific audit in accordance with the provisions outlined in 2 CFR 200.501.

If the Contractor expends total Federal Awards of less than the threshold established by 2 CFR 200.501, it is exempt from Federal audit requirements for that year, but records must be available for review or audit by appropriate officials (or designees) of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

If the Contractor is a for-profit entity, it is not subject to the auditing and reporting requirements of 2 CFR Part 200, Subpart F – Audit Requirements. However, the pass-through State agency is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The contract with the for-profit subrecipient should describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for Federal Awards made to for-profit subrecipients may include pre-award audits, monitoring during the contract and post-award audits. The post-award audits may be in the form of a financial audit in accordance with Government Auditing Standards, a single audit report or program-specific audit report in accordance with Subpart F. However, these post-award audits must be submitted directly to the affected State agency that provided the funding. Only single audit reports for local governmental and non-profit subrecipients are electronically submitted to the Federal Audit Clearinghouse.

#### ADDITIONAL POTENTIAL COMPONENTS OF THE SINGLE AUDIT REPORTING PACKAGE

In instances where a Federal program-specific audit guide is available, the audit report package for a program-specific audit may be different and should be prepared

in accordance with the appropriate audit guide, Government Auditing Standards, and Subpart F.

In addition to the requirements of Subpart F, State agencies may require that the single audit reporting package include additional components in the Schedule of Expenditures of Federal Awards (SEFA), or supplemental schedules, as identified through the respective grant contract.

#### SUBMISSION OF THE AUDIT REPORT

The Contractor must submit an electronic copy of the audit report package to the Federal Audit Clearinghouse, which shall include the elements outlines in Subpart F.

#### SUBMISSION OF THE FEDERAL AUDIT CLEARINGHOUSE CONFIRMATION

The subrecipients must send a copy of the confirmation from the Federal Audit Clearinghouse via email to the Department at the following email address: [Tina.Moore@labor.alabama.gov](mailto:Tina.Moore@labor.alabama.gov)

#### AUDIT OVERSIGHT PROVISIONS

The Contractor is responsible for obtaining the necessary audit and securing the services of a certified public accountant or independent governmental auditor.

The State reserves the right for Federal and State agencies or their authorized representatives to perform additional audits of a financial or performance nature, if deemed necessary by State or Federal agencies. Any such additional audit work will rely on work already performed by the Contractor's auditor and the costs for any additional work performed by the Federal or State agencies will be borne by those agencies at no additional expense to the Contractor.



Audit documentation and audit reports must be retained by the Contractor's auditor for a minimum of five years from the date of issuance of the audit report, unless Contractor's auditor is notified in writing by the State, the cognizant Federal agency for audit, or the oversight Federal agency for audit to extend the retention period. Audit documentation will be made available upon request to authorized representatives of the State, the cognizant Federal agency for audit, the oversight Federal agency for audit, the Federal funding agency, or the GAO.

7. Submissions of Audit Information to the State

The Contractor shall submit copies of the audit report package to the State, which shall include:

- a. Data Collection Form.
- b. Financial statements and schedule of expenditures of Federal Awards.
- c. Auditor's reports on the financial statements and schedule of expenditures of Federal awards, internal control, and compliance as well as a schedule of findings and questioned costs.
- d. Summary schedule of prior audit findings.
- e. Corrective action plan.
- f. Management letter comments.

The Contractor shall submit one copy for the Office of the Alabama State Auditor (archival copy), plus one for each State agency which provided Federal pass-through awards to the entity, as reflected in the entity's SEFA. The audit package should be submitted to:

Alabama Department of Labor  
Finance Division  
649 Monroe Street  
Montgomery, AL 36131

In instances where a Federal program-specific audit guide is available, the audit report package for a program-specific audit may be different and should be prepared in accordance with the audit guide.

8. Clean Air Act (42 U.S.C.7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) – Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal Award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of Environmental Protection Agency (EPA).
9. Contractor shall comply with mandatory standards and policies relating to energy efficiency in compliance with the U.S. Energy Policy and Conservation Act (Pub. L. 94-163).
10. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) – Where applicable, all contracts awarded by recipients in excess of \$100,000 for construction contracts and in excess of \$2,5000 for other contracts that involve the employment of mechanics or laborers, shall include a provision for compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR Part 5). Under section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or

dangerous. The requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- 11. Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276c)** – All contracts and subgrants in excess of \$100,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building of Public Work Financed in Whole or in Part by Loans or Grants from the United States’). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal Grantor Agency.
- 12. Davis-Bacon Act (40 U.S.C. 276a to a-7)** – When required by Federal Program Legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction”). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal Grantor Agency.
- 13. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** – Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier

certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

- 14. Debarment and Suspensions (Executive Orders 12549 and 12689)** – No contract shall be made to parties listed on the General Services Administration’s List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with Executive Orders 12549 and 12689, “Debarment and Suspension”. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than Executive Order 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.
- 15.** This commitment is contingent upon funds being appropriated by the legislature for each succeeding fiscal year and Federal funds being provided to the State for the contract purpose.
- 16. Federal Funding Accountability and Transparency Act (FFATA or Transparency Act)**

For all federally funded grants the State issues (Except ARRA grants):

- a. **Registration and Identification Information**

Grantee must maintain current registration in the System for Award Management ([www.sam.gov](http://www.sam.gov)) at all times during which it has active Federal awards funded pursuant to this Contract. A Dun and Bradstreet Data

Universal Numbering System (DUNS) Number (www.dnb.com) is one of the requirements for registration in the System for Award Management.

Grantee must provide its assigned DUNS number, and DUNS +4 number if applicable, to the State along with the Grantee's return of the signed grant contract. The Commonwealth will not process this grant until such time that Grantee provides this information.

b. Primary Location

Grantee must provide to the State the primary location of performance under the award, including the City, State, and Zip+4. If performance is to occur in multiple locations, then Grantee must list the location where the largest amount of the grant award is to be expended pursuant to this grant Contract.

Grantee must provide this information to the State along with Grantee's return of the signed grant contract. The State will not process this grant until such time that Grantee provide this information.

c. Compensation of Officers

Grantee must provide to the State the names and total compensation of the five most highly compensated officers of the entity **if**:

- i. the entity in the preceding fiscal year received –
  1. 80 percent or more of its annual gross revenues in Federal awards; and
  2. \$25,000,000 or more in annual gross revenues from Federal awards; and
- ii. the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

2018 AML Pilot Grant  
Sicard Hollow Dog Park Project

If the Grantee does not meet the conditions listed above, then it must specifically affirm to the State that the requirements of this clause are inapplicable to the Grantee.

Grantee must provide information responding to this question along with Grantee's return of the signed grant contract. The State will not process this grant until such time that Grantee provides the information responding to this question.

**ATTACHMENT F – INSURANCE REQUIREMENTS**

The Contractor and/or each subcontractor(s) shall purchase and maintain at its expense the following insurance coverages that will provide adequate protection from any claims arising as a result of any work performed under this Contract. Insurance shall be purchased from a company licensed to do business in the State of Alabama. The Contractor's Liability Insurance shall be primary and non-contributory as to any coverage maintained by the Department. The following provisions must be met by all independent Contractors who perform work on any 2018 AML Pilot Grant Project:

1. The Contractor and any and all subcontractors performing construction work under contract to the State shall have at least the following insurance coverage:

a. General Liability:

- i. Each occurrence limit shall be \$1,000,000 for bodily injury and property damage.
- ii. Personal and advertising injury coverage \$1,000,000 each occurrence.
- iii. General Aggregate shall be \$2,000,000.
- iv. Products/Completed Operations Aggregate shall be \$2,000,000.
- v. Aggregate should be on a per project basis.

b. Automobile Liability:

- i. Combined single limit shall be \$1,000,000 each accident.
- ii. Coverage shall be for any auto including hired and non-owned auto coverage on a comprehensive basis.
- iii. Protection shall be included against uninsured motorist coverage.

c. Worker's Compensation and Employer's Liability Coverage:

- i. Each accident limit shall be \$1,000,000.
- ii. Disease – Policy Limit \$1,000,000.
- iii. Disease – Each Employee \$1,000,000.

d. Contractor's Pollution Liability Insurance:

- i. Contractor's Pollution Liability \$1,000,000 each pollution condition.
- ii. Onsite Cleanup \$1,000,000 each pollution condition.
- iii. Separate Defense Limit \$1,000,000 each occurrence.
- iv. General Aggregate \$2,000,000.

e. Umbrella / Excess Liability:

- i. \$5,000,000 each occurrence.

2. The Contractor and any and all subcontractors performing construction work under contract to the State must furnish the Department with certificates of insurance providing evidence of the insurance coverages specified above. Such certificates shall provide for thirty (30) days prior written notice to the Department of either cancellation or material alteration of the types of amounts of insurance.
3. All subcontractors employed by any such independent Contractor shall obtain the same insurance coverage as specified above, or be covered by riders to the independent Contractor's insurance policies.
4. Each independent Contractor performing work under contract with the Department shall defend, indemnify and hold harmless the Department, any and all owners of property upon which the work will occur, and the property owner's directors, officers, agents and employees from and against any and all claims, liability, losses, damages, actions, suits, costs and expenses whatsoever, including reasonable attorneys' fees, arising out of or resulting from any injury or death of persons or any damage or destruction of property resulting from the presence of said Contractor, its agents, employees or subcontractors on or about said property. Such Contractor's indemnification obligation shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workmen's compensation, disability benefit or



other employee benefit laws. In all events, the property owner must have the right to participate in the defense of any suit or action through its own counsel.

5. All work performed under contract with the Department must be performed in strict compliance with all Federal, State and local laws and regulations.
6. The Department must be included as an Additional Insured. In addition, the Contractor may be required to include others as Additional Insured as shown in the Contract documents.

PATRICK H. BOONE  
ATTORNEY AND COUNSELOR AT LAW  
NEW SOUTH FEDERAL SAVINGS BUILDING, SUITE 705  
215 RICHARD ARRINGTON, JR. BOULEVARD NORTH  
BIRMINGHAM, ALABAMA 35203-3720

TELEPHONE (205) 324-2018

FACSIMILE (205) 324-2295

E-Mail [patrickboone@bellsouth.net](mailto:patrickboone@bellsouth.net)

October 16, 2020

By Electronic Mail

City Manager Jeffrey D. Downes  
Vestavia Hills Municipal Center  
P. O. Box 660854  
Vestavia Hills, Alabama 35266-0854

In Re: Proposed Grant Contract Between the State of Alabama Department of Labor and the City of Vestavia Hills, Alabama for the Construction of "Sicard Hollow Dog Park Project"

Dear Mr. Downes:

On October 15, 2020, you sent to me via electronic mail the following documents regarding the above matter:

1. Grant Contract ("contract") between the State of Alabama Department of Labor (the "Department") and the City of Vestavia Hills (the "Contractor").
2. Attachment A—Provisions for State Contracts.
3. Attachment B—State General Conditions.
4. Attachment C—Project Scope of Work and Budget.
5. Attachment D—Special Conditions.
6. Attachment E—Federal Requirements.
7. Attachment F—Insurance Requirements.

You requested that I review the above documents and provide you with my written legal opinion. The purpose of this letter is to comply with your request.

October 16, 2020

Page 2

## I. MY RECOMMENDATIONS

A. I do not object to the indemnification language set forth in Section 4 on pages 1 and 2 of Attachment A for the following four reasons:

1. The contract requires the City to indemnify the State of Alabama and the Alabama Department of Labor that have absolute immunity under Article I, Section 14 of the *Constitution of Alabama of 1901*. Under that provision, the state and its agencies have absolute immunity from suit in any court. *Phillips v. Thomas*, 555 So.2d 81 (1989) and *Barnes v. Dale*, 530 So.2d 770 (1988).

2. All employees of the State of Alabama and its agencies have state-agent immunity under Title 36-1-12, *Code of Alabama, 1975*, and *Ex parte Cranman*, 792 So.2d 392 (2000).

3. The licensed general contractor that constructs the dog park for the City will be required contractually to indemnify the State of Alabama, its employees and the City and its public officials and public employees.

4. The licensed general contractor will be required to name the City and its public officials and employees as additional insureds on its insurance policies required under the contract. The insurance coverage will guarantee the indemnity and hold harmless requirements on part of the licensed general contractor.

B. The term "effective date" is defined in Section 1(d) on page 2 of the contract as "the date set forth in the first paragraph of this contract."

Section 3 on page 3 of Attachment C requires the City to cause commencement of the work on the project within thirty (30) days of the effective date of the contract. It will take much longer than 30 days for the professional engineer/architect to prepare the plans and specifications and to complete the competitive bid process under the Public Works Law. I, therefore, recommend that the Department consider the hiring of those professionals as "commencement of the work on the project."

C. There appears to be an inconsistency in the documents regarding the completion date. Section 4 on page 3 of the contract states "That the project completion date shall be October 31, 2021." However, Section 3 on page 3 of Attachment C states that "at least 100 percent of the grant funds for the project shall be expended by December 31, 2022."

October 16, 2020  
Page 3

**D.** Attachment F is very specific about insurance requirements. Section 1.d on page 2 of Attachment F requires that the City have the following coverages:

- “d. Contractor’s Pollution Liability Insurance:
- i. Contractor’s Pollution Liability \$1,000,000 each pollution condition.
  - ii. Onsite Cleanup \$1,000,000 each pollution condition.
  - iii. Separate Defense Limit \$1,000,000 each occurrence.
  - iv. General Aggregate \$2,000,000.”

It is critical for the City to have the mandated insurance. Over the years, there have been four lawsuits filed alleging that construction in the Liberty Park community has caused sedimentation to be deposited in Little Cold Branch off of the Cahaba River.

**E.** I would like to have input in the preparation of the Invitation to Bid for this Dog Park project. I want to make absolutely certain that the licensed general contractor and its subcontractors assume the responsibilities of the City under the contract, indemnify and hold harmless all of the parties involved in this project and keep in full force and effect the required insurance coverages.

## **II. LEGAL OPINION**

As you will recall, the Department and the City entered into a similar contract in 2018 for the addition of a turn lane into the Park, expanded and approved parking, addition of an amphitheater, installation of another pavilion, public Wi-Fi and the addition of a multi-purpose athletic court. The City has also worked with ALDOT on numerous occasions which had similar contracts to the one with the Department under consideration. From a legal standpoint, I recommend the contract, after taking into consideration the recommendations set forth above.

Please call me if you have any questions regarding any of the matters set forth in this legal opinion.

Sincerely,



Patrick H. Boone  
Vestavia Hills City Attorney

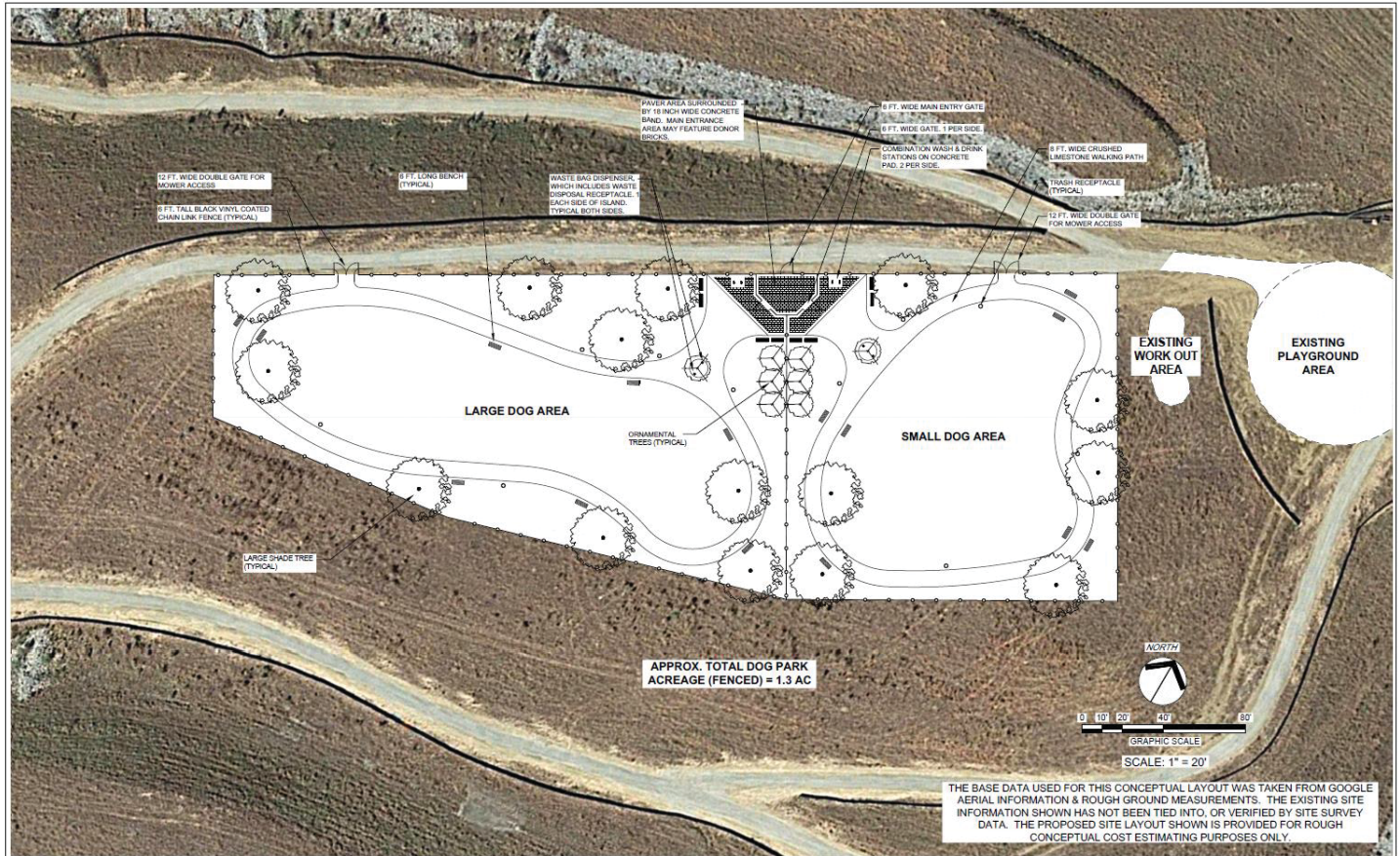
PHB:gp

cc: City Clerk Rebecca Leavings (by e-mail)

# ALABAMA DEPARTMENT OF LABOR ABANDONED MINE LAND PROGRAM Proposed 2018 AML Pilot Program Project Request Form

## EXHIBIT B

### Descriptions and Conceptual Drawings (Sicard Hollow Road IV)



Gary A. Peterson, RLA, CLARB  
Landscape • Architect  
2437 Hawkbury Lane • Hoover, Alabama • 35226 • Phone: 205-482-4823

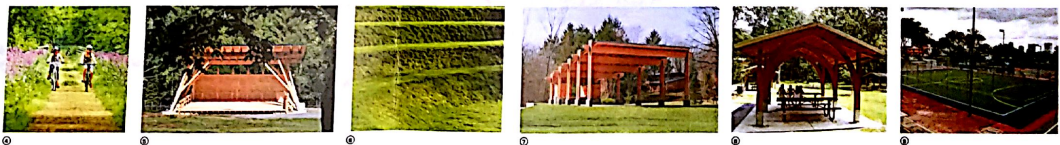
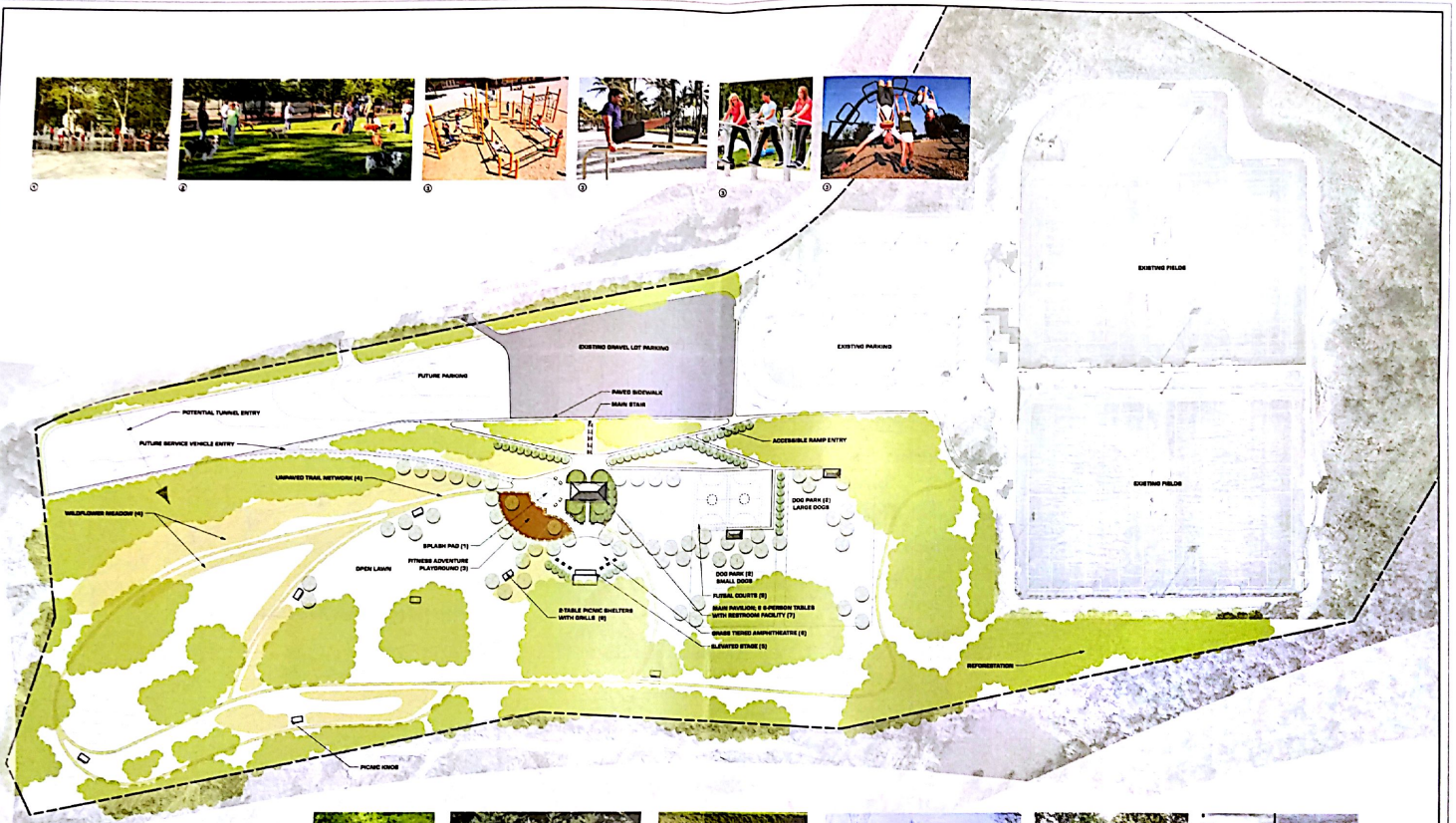
| REVISIONS |             |
|-----------|-------------|
| DATE      | DESCRIPTION |
|           |             |
|           |             |
|           |             |
|           |             |

**A CONCEPTUAL DOG PARK LAYOUT  
FOR THE  
SICARD HOLLOW ATHLETIC COMPLEX**  
4851 SICARD HOLLOW ROAD, VESTAVIA HILLS, AL 35242

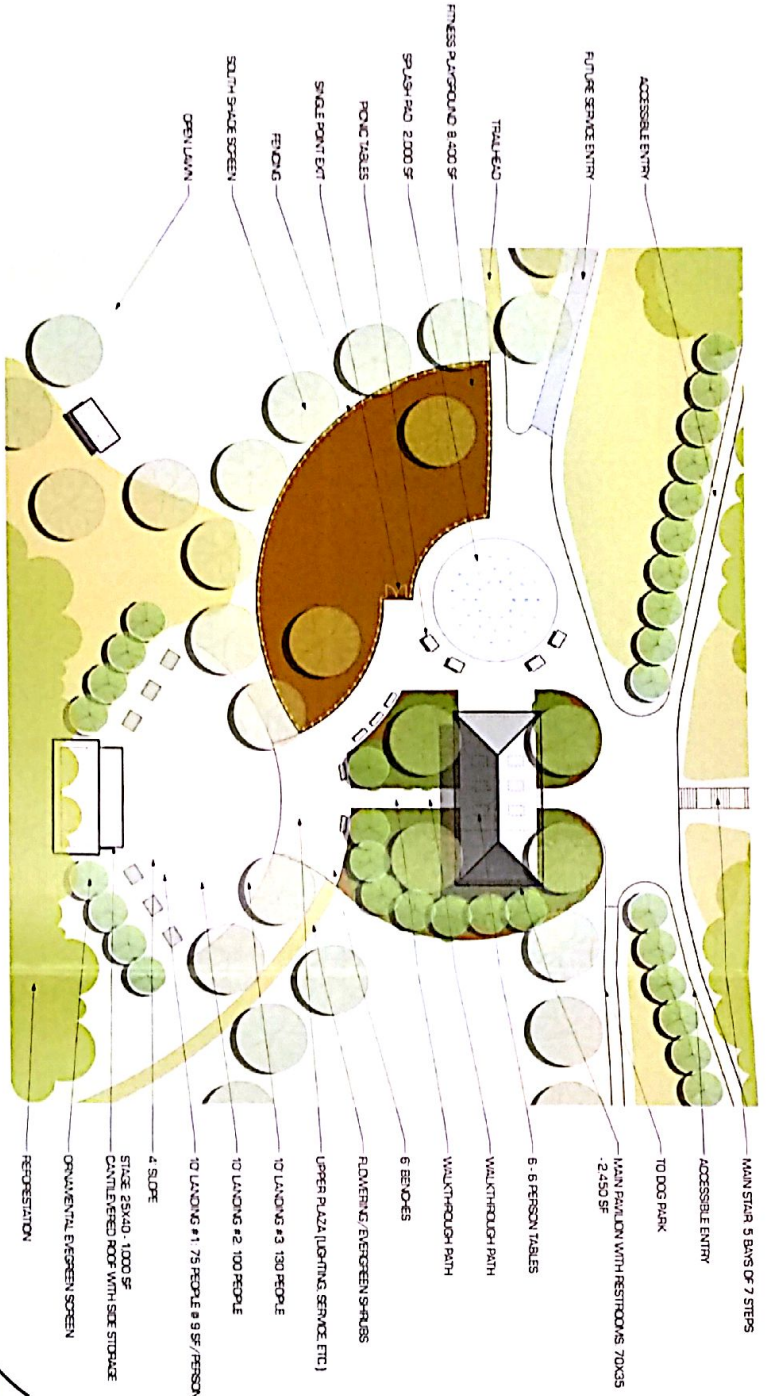
SITE PLAN

DATE: 7/11/2018  
DRAWN BY: G.A.P.  
CHECKED BY: G.A.P.  
SCALE: 1" = 20'  
SHEET NO.: 2 of 2

THE BASE DATA USED FOR THIS CONCEPTUAL LAYOUT WAS TAKEN FROM GOOGLE AERIAL INFORMATION & ROUGH GROUND MEASUREMENTS. THE EXISTING SITE INFORMATION SHOWN HAS NOT BEEN TIED INTO, OR VERIFIED BY SITE SURVEY DATA. THE PROPOSED SITE LAYOUT SHOWN IS PROVIDED FOR ROUGH CONCEPTUAL COST ESTIMATING PURPOSES ONLY.



MARCH 5, 2015  
**SICARD HOLLOW ATHLETIC COMPLEX MASTER PLAN**  
REVISED CONCEPT



WASCO 5 2025  
**SICARD HOLLOW ATHLETIC COMPLEX MASTER PLAN**  
 REVISED CONCEPT

**RESOLUTION NUMBER 5275**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO PAY A  
SUBSCRIPTION FOR SOFTWARE FROM OPENGOV, INC., FOR  
CITIZEN ENGAGEMENT/PUBLIC INPUT SOFTWARE**

**BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF  
VESTAVIA HILLS, ALABAMA, AS FOLLOWS:**

1. The City Manager is hereby authorized to expend an amount not to exceed \$7,800 for citizen engagement-public input and feedback software through OpenGov as detailed in Invoice INV-002401, a copy of which is marked at Exhibit A, attached to and incorporated into this Resolution Number 5275 as if written fully therein; and
2. This Resolution Number 5275 shall become effective immediately upon adoption and approval.

**ADOPTED and APPROVED** this the 26<sup>th</sup> day of October, 2020.

Ashley C. Curry  
Mayor

ATTESTED BY:

Rebecca Leavings  
City Clerk





ACCOUNTING TRACE STAMP

ACCTG PERIOD OCT. 2020  
 VENDOR # 3969  
 ACCT # 01-42-5840-000-100  
 PURCHASE ORDER # \_\_\_\_\_  
 DUE DATE \_\_\_\_\_  
 AMOUNT 7800.00  
 APPROVAL \_\_\_\_\_

**INVOICE**

INVOICE #: INV-002401  
 DATE: 10/01/2020

**OpenGov, Inc.**

955 Charter Street  
 Redwood City, CA 94063

**BILL TO:** City of Vestavia Hills, AL  
 1032 Montgomery Highway  
 Vestavia Hills, Alabama 35216

**SHIP TO:** City of Vestavia Hills, AL  
 1032 Montgomery Highway  
 Vestavia Hills, Alabama 35216

| PO # | TERMS  | DUE DATE   |
|------|--------|------------|
|      | Net 30 | 10/31/2020 |

| ITEM #               | DESCRIPTION  | UNIT | QTY | UNIT PRICE | AMOUNT            |
|----------------------|--|------|-----|------------|-------------------|
| OG-CEPF-B2040M-RR-3Y | Citizen Engagement - Public Input and Feedback - Between \$20-40 Million - 3Y<br>Start Date:10/13/2020 End Date:10/12/2021 | Each | 1   | \$7,800.00 | \$7,800.00        |
| SUBTOTAL             |  |      |     |            | \$7,800.00<br>USD |
| Sales Tax            |  |      |     |            | \$0.00<br>USD     |
| TOTAL                |  |      |     |            | \$7,800.00<br>USD |

*MNH*  
 10/13/20

Questions? Please contact us at [billing@opengov.com](mailto:billing@opengov.com).

**OpenGov Payment Information:**

Remit to Address:  
 OpenGov, Inc.  
 955 Charter Street  
 Redwood City, CA 94063

ACH Information:  
 Beneficiary: OpenGov, Inc  
 Bank: Silicon Valley Bank  
 Routing # 121140399  
 Account # 3300951961

Thank you for your business.  
 Please remit to above address.