

ORDINANCE NUMBER 3213

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AND DELIVER AN AGREEMENT WITH JEFFERSON COUNTY COMMISSION FOR ORTHOPHOTOGRAPHY AND PLANIMETRIC DATA COST SHARING, JEFFERSON COUNTY, ALABAMA

WHEREAS, the City of Vestavia Hills has maintained a strong partnership with Jefferson County GIS in order to obtain and share information; and

WHEREAS, Jefferson County has formed a GIS Consortium and the City of Vestavia Hills has participated as a Consortium Partner for updated orthophotography and planimetric data; and

WHEREAS, Jefferson County has contracted with WGI Geospatial for three (3) years until September 31, 2026 to provided updated orthophotography and planimetric data; and

WHEREAS, the Consortium Partners who are providing funding toward the project, through economies of scale will be able to mutually obtain the countywide data sets at a significant savings compared to one agency; and

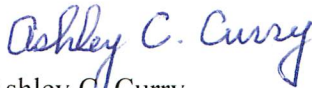
WHEREAS, as a Consortium Partners, the City of Vestavia Hill's prorate share will not exceed \$33,142.55 (Thirty-Three Thousand, One-Hundred and Forty-Two Dollars and Fifty-Five cents), per year, as detailed in an agreement, a copy of which is marked as Exhibit A attached to and incorporated into this Ordinance Number 3213 as though written fully therein; and

WHEREAS, the Mayor and City Council fill it is in the best public interest to continue as a partner in the consortium and authorize the acceptance of the agreement.

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

1. The Mayor and City Manager are hereby authorized to execute and deliver the agreement detailed in Exhibit A; and
2. A copy of the fully executed agreement shall be retained by the City Clerk; and
3. This Ordinance Number 3213 shall become effective immediately upon adoption and approval and posting/publishing pursuant to Alabama law.

ADOPTED and APPROVED this the 21st day of March, 2024.


Ashley C. Curry
Mayor

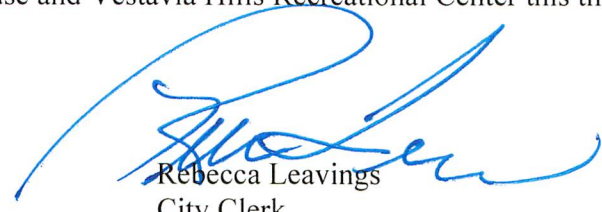
ATTESTED BY:


Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca H. Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance Number 3213 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 21st day of March, 2024, as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills Library in the Forest, and Vestavia Hills New Merkle House and Vestavia Hills Recreational Center this the 26th day of March, 2024.


Rebecca Leavings
City Clerk

CONTRACT AGREEMENT

TERMS AND CONDITIONS Between

**Jefferson County Commission
And
City of Vestavia Hills**

**Orthophotography and Planimetric Data Cost Sharing
Jefferson County, Alabama**

CONTRACT FORM

THIS AGREEMENT made this ____ day of _____, 2024, by and between, **Jefferson County Commission (COUNTY)** with its offices at 716 Richard Arrington Jr. Blvd. N, Birmingham, AL 35203, and **City of Vestavia Hills** with its offices at 1032 Montgomery Hwy, Vestavia Hills, AL 35216, hereinafter referred to as "Consortium Partner".

For the purposes of this Contract, the following terms are defined as follows:

1. "Contract" means this Agreement.
2. "Consortium Partner" means The Birmingham Emergency Communication District.
3. "Contract Administrator" means Jefferson County Commission, and its duly authorized representatives.

WHEREAS, COUNTY and Consortium Partner mutually desire to maintain their existing GIS data sets through regular updates, and it is in the best interest of those served by COUNTY and Consortium Partner to financially share the cost of data acquisition updates; and

WHEREAS, COUNTY has contracted with WGI Geospatial for three years (3), until September 31, 2026, to provide updated orthophotography and planimetric data; and

WHEREAS, Consortium Partners who providing funding toward the project, through economies of scale, will be able to mutually obtain the countywide data sets at a significant savings compared to one agency contracting for the services as a single entity; and

WHEREAS, Consortium Partner has committed funds toward the project as set forth in this AGREEMENT.

ARTICLE 1. STATEMENT OF WORK (SOW)

I. Jefferson County, Alabama 2024 - 2026 Countywide 1" = 50' Scale Photogrammetric Mapping and Orthoimagery Project SOW – Attachment A

The objective of the project is to establish an intergovernmental funding consortium to obtain new digital color orthorectified aerial photography and updated planimetric data sets for Jefferson County, Alabama

encompassing an area of approximately 1153 square miles. The data will be used for infrastructure analysis and management, property valuation, law enforcement, emergency management, land, and transportation planning, permitting, stormwater management, tax mapping, preliminary engineering, and to support other business processes within agency departments. The project area shall be defined as the geographic entirety of Jefferson County.

The specifications for this project are in accordance with the Alabama Department of Revenue, Property Tax Division specifications (ADV-25), Effective June 2010. The products and/or services to be provided by COUNTY hereunder (hereinafter referred to collectively as "Deliverables") are defined below and are governed by the ALDOT/ALDOR/NMAS specifications for 1" = 100' map accuracy standards-

Products and/or Services to Be Provided (Countywide):

- Monthly progress report and relevant data support files for archive
- True color orthophotography with 3" resolution at 1" = 50' scale in geo-tiff format
- Map features listed in Attachment B in ESRI Geodatabase format.
- Change Detection parcel layer with Excel Spreadsheet of parcel numbers.

Annual Vendor Delivery Schedule:

- November through January– Ground control and flight planning
- January through March– Aerial Acquisition
- September– Orthophotography and Landmark Delivery.
- October - Additional Planimetric Updates (only in year three (3))

ARTICLE 2. INSPECTION / ACCEPTANCE

Responsibility for final inspecting, approving, and accepting equipment, software, data and/or services rendered by WGI Geospatial in the performance of the project deliverables shall rest solely with the COUNTY. Deliverables will be inspected for conformance with the project requirements prior to acceptance.

Consortium Partner may elect, if they so desire, to participate in contributing to the inspection process.

ARTICLE 3. CONSIDERATION

Consortium Partner will pay COUNTY an annual amount not to exceed **Thirty-Three Thousand One-Hundred and Forty-Two Dollars and Fifty-Five - \$33,142.55**. The fee is in exchange for the COUNTY providing Consortium Partner a copy of received data products as delivered by WGI Geospatial under the Orthophotography and Planimetric Mapping Update project.

The SCHEDULE OF PAYMENTS to be made by Consortium Partner is as follows:

Full payment is due to the County by September 30th for each fiscal year as outlined below. County shall submit its invoice by August 30th of each fiscal year with payment due from Consortium Partner within 30 days.

- **FY24**
 - County Invoice to Partner: August 30th, 2024, for NTE \$33,142.55
 - Partner Receives on Invoice; September 30th, 2024, for NTE \$33,142.55
- **FY25**
 - County Invoice to Partner: August 30th, 2025, for NTE \$33,142.55
 - Partner Receives on Invoice; September 30th, 2025, for NTE \$33,142.55
- **FY26**
 - County Invoice to Partner: August 30th, 2026, for NTE \$33,142.55
 - Partner Receives on Invoice; September 30th, 2026, for NTE \$33,142.55

ARTICLE 4. TERM

The duration of this contract shall not exceed four years from the date of its final execution or end of the **Project**, whichever first occurs.

ARTICLE 5. TERMINATION

This agreement can be terminated by the COUNTY or Consortium Partner upon thirty (30) days written notice for any reason. Upon termination of this Agreement for any reason whatsoever, Consortium Partner shall retain all data provided by the COUNTY for which payment has been received from Consortium Partner by the COUNTY prior to the termination, but Consortium Partner will remove all data provided by the COUNTY from their respective computer systems for which payment has not been received from Consortium Partner by the COUNTY.

ARTICLE 6. RIGHT OF OWNERSHIP

All items developed and delivered as a result of Article 3 under this AGREEMENT shall become the property of the funding partners as outlined below:

- Orthorectified digital color aerial photography (owned by Jefferson County, Consortium Partner). Each party retains full ownership of the data to use as it deems appropriate.
- Photogrammetrically updated Planimetric mapping data layers (owned by Jefferson County). Consortium Partner is granted an exclusive use license for this data. This license provides that Consortium Partner shall use the Planimetric data for their respective internal business purposes and may be provided to consultants, contractors, etc. who are formally working for them.

ARTICLE 7. CONFIDENTIALITY

To the extent allowed by law, a Party may designate information to be deemed confidential because of considerations of individual privacy, safety and health, corporate proprietary claims, and other reasons in the best interests of the public or that would violate agreements with other entities.

Neither party shall be liable in damages for any disclosures pursuant to judicial actions or for inadvertent disclosure where proper degree of care has been exercised; provided, that upon discovery of such disclosure, it shall have endeavored to prevent any further inadvertent disclosure.

The receiving party shall not disclose or deliver, directly or indirectly, any technical data or product to any person to whom disclosure or delivery is prohibited by the U.S. Government, nor export, directly or indirectly, any technical data or product to any county for which the U.S. Government or any agency requires an export license or Government approval without first obtaining such license or approval.

ARTICLE 8. FORCE MAJEURE

- a. For the purpose hereof, force majeure shall be any of the following events: acts of God, compliance with any order, regulation, decree of governmental authority or agency purporting to act therefore, acts of war, public disorder, rebellion, terrorism or floods, hurricanes, or other storms; or strikes or disputes, or any other cause, not within the reasonable control of the party affected.
- b. A delay in or failure of performance of either COUNTY or Consortium Partner shall not constitute default hereunder nor be the basis for any claim for damages if such delay or failure is caused by force majeure.
- c. The party prevented from performing by force majeure (i) shall be obligated within a period not to exceed 14 days after the occurrence or detection of such event to give notice to the other party setting forth in reasonable detail the nature therefore and the anticipated extent of the delay, and (ii) shall remedy such cause as soon as reasonably possible.

ARTICLE 9. COMPLIANCE WITH LAWS

Both parties shall comply with known and applicable laws, regulations, ordinances and other rules of governments and governmental agencies having jurisdiction over any portion of performance under this AGREEMENT.

ARTICLE 10. WAIVERS

Any failure by either party to enforce performance of the terms and conditions of this AGREEMENT shall not constitute a waiver of, or affect said party's right to avail itself of, such remedies as it may have for any subsequent breach of the terms of this AGREEMENT.

ARTICLE 11. NOTICES

Any notice or communication given pursuant to this AGREEMENT shall be in writing, as a document or in electronic form, and deemed received when delivered in person, electronic mail, facsimile, or sent prepaid via Express Mail, Federal Express or other private courier, or US certified mail, return receipt requested.

Consortium Partner agrees that any data provided will be relied upon at its own risk. COUNTY will not be responsible for incidental, consequential, or special damages, or any other damages of any type or character arising out of the use of any data, information, or products which may be furnished by the COUNTY. COUNTY does not warrant, either expressed or implied, of fitness of such data, information, or products for a particular purpose or any other use or purpose.

ARTICLE 12. NO THIRD PARTIES BENEFITED

This agreement is made and entered into solely for the benefit of the respective Parties, their successors and permitted assigns, and no other person or entity shall have any rights hereunder.

ARTICLE 13. GOVERNING LAW

This AGREEMENT shall be deemed to be a contract made under the laws of the State of Alabama and for all purposes it shall be construed in accordance with and governed by the laws of such state, conflict of law rules notwithstanding.

ARTICLE 14. IMMIGRATION LAW COMPLIANCE

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

ARTICLE 15. COMPLETE AGREEMENT

This Contract document constitutes the entire AGREEMENT between the parties. This Contract may only be amended by execution of a written bilateral amendment.

ARTICLE 16. SEVERABILITY

If any provision of this agreement is declared by a court having jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular provision held to be invalid.

City of Vestavia Hills - Mayor

Jefferson County Commission

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Date

Date

City of Vestavia Hills – City Manager

Authorized Signature

Printed Name

Title
