

AGREEMENT FOR COST SHARING

“PUT A LID ON IT” A STORMWATER INLET REDESIGN PILOT PROJECT

The **CITY OF BIRMINGHAM, ALABAMA** (“Birmingham”), a municipal corporation and the **UNIVERSITY OF ALABAMA AT BIRMINGHAM** (“UAB”), a state public education institution, enter into this **AGREEMENT** for a stormwater inlet redesign pilot project (“Agreement”). Birmingham and UAB individually may be referred to as a “Party” and collectively as “Parties.”

WHEREAS, The City is authorized pursuant to §11-50-50, et seq., Code of Alabama 1975 to make all needful provisions for the drainage of the City, and may construct and maintain efficient sanitary and stormwater sewers or sewer systems, either within or without the corporate limits of the City, and may construct and maintain ditches, surface drains, aqueducts, and canals and may build and construct underground sewers through private or public property, either within or without the corporate limits of the City; and

WHEREAS, UAB is a public university authorized to engage in studies designed to promote research and development of new technologies; and

WHEREAS, Birmingham and UAB desire to partner in an innovative, state of the art pilot project to design, manufacture, produce and install for testing, a durable, resilient and affordable stormwater inlet top from high performance recyclable materials (the “Project”); and

WHEREAS, the Project is expected to prevent potential hazards and improve driver and public safety, reduce neighborhood flooding, reduce operation and maintenance costs, improve sustainability through recycling and improve employee productivity; and

WHEREAS, Act 1969-916 of the Acts of Alabama authorizes the municipalities in Jefferson County to make the most efficient use of their powers by enabling them to cooperate with the state, the federal government and with each other on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and developments of the county and municipalities and other governmental units and agencies therein; and

WHEREAS, it is in the public interest for the Parties to cooperate in the implementation of the Project; and

NOW WHEREFORE, In consideration of the premises and mutual covenants stated herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Birmingham and UAB agree as follows:

- I. **PURPOSE**: The Parties agree to partner in an innovative, state of the art pilot project to design, manufacture, produce and install for testing, a durable, resilient and affordable

stormwater inlet top from high performance recyclable materials. UAB will be responsible for research and development and Birmingham will be responsible for providing access to facilities, locations for testing, existing covers for research as needed and project costs not to exceed Six Hundred Thousand and No/100 Dollars (\$600,000.00).

- II. TERM: This Agreement shall commence on its Effective Date and continue in effect for three (3) years thereafter or until Project is completed, whichever first occurs. The project will be divided into three phases, with phase one being in the first year, phase two being in the second year and phase three being in the third year.
- III. EFFECTIVE DATE: This Agreement will become effective on the date that the final executed agreement has been properly filed with the Judge of Probate of Jefferson County, Alabama and with the Alabama Secretary of State (the “Effective Date”).
- IV. IMPLEMENTATION: The parties agree as follows:
 - a. UAB will assume responsibility for the management of the **Project** and will be the **Project** Coordinator.
 - b. The contact person for UAB will be:

Dr. Selvum (Brian) Pillay
Associate Professor
UAB
Materials Science and Engineering
358D Business-Engineering Complex
1150 10th Avenue South
Birmingham, AL 35203
Pillay@uab.edu
(205) 996-5997

- c. The contact person for the City of Birmingham will be:

Mr. Andre Bittas
c/o Mr. Direcus Cooper
Planning, Engineering, and Permits
City of Birmingham, City Hall
710 20th Street North
Birmingham, AL 35203
Direcus.cooper@birminghamal.gov
(205) 254-7771

- d. The parties expressly agree that the parties do not assume any risk or future liability, or any future responsibility for any portion of **Project** after the expiration of this agreement.
- e. Except as expressly provided in this agreement, no party to the contract shall have any power to incur any debt which shall become the responsibility of any other contracting party.
- f. Except as specifically provided in this agreement, the execution of this agreement or the performance of any act pursuant to the provisions thereof shall not be deemed or construed to have the effect of creating between the parties the relationship of principal or agent or of partnership or of joint venture.
- g. Except as otherwise provided by law and as limited by this agreement between the parties, any entity which contracts to perform or exercise any service or power pursuant to this chapter shall have the full power and authority to act within the jurisdiction of all contracting entities to the extent necessary to carry out the purposes of the contract.
- h. UAB Responsibilities:
 - (i) In the initial phase of the Project UAB will collect data on the various loading and operational conditions experienced by the storm water covers. Four to six high damage sites will be monitored for the different operational conditions both designed and unexpected. In parallel with the data collection, composite materials from recycled resources will be continuously developed to extract properties necessary to withstand the actual loading and operational conditions of the storm water covers. The operational conditions anticipate a final design that would require the technology to withstand a semi-tractor trailer axel load weight of 90,000 lbs without breaking the lid/cover, forcing the lid down into the inlet structure throat, or otherwise being uplifted due to a storm surge from a 100-acre rainfall catchment area and serious downstream storm system blockage.
 - (ii) In the second phase UAB will redesign the cover and attachment mechanism to provide necessary performance at superior durability. The design will also consider methods to limit the amount of debris that enters the city storm water system. Initial prototypes will include a QR reader and will be manufactured by UAB for installation in high damage areas for evaluation.
 - (iii) The third phase will finalize the material development and redesign of the cover and attachment system in a cost effective manner. A complete

business plan will also be developed by UAB. Final City approval for full scale system redevelopment would be required in this phase.

- i. City Responsibilities:
 - (i) During the Project, Birmingham will provide four to six high damage sites locations for monitoring.
 - (ii) Birmingham will provide storm water inlet covers, as may be required by UAB, for testing.
 - (iii) Birmingham will provide annual funding for the Project to UAB in the sum of \$200,000.00, with each payment due as follows:
 - a. First payment due on January 1, 2016
 - b. Second payment due on January 1, 2017
 - c. Final payment due on January 1, 2018
 - (iv) At the completion or termination of the project the City shall have ownership of all equipment and monitoring devices purchased during the testing phases of the project.
- j. This Agreement shall not take effect until it has been approved by the governing body of each of the contracting parties. Approval by a municipal governing body shall be by adoption of an ordinance of general and permanent operation. Approval by a county governing body, other governmental subdivisions and public corporations shall be by adoption of a resolution. Approval by a state agency shall be as required by law. Each party to this agreement shall also adopt all ordinances, resolutions, or policies necessary to authorize the other contracting entities to carry out their contractual duties and responsibilities.
- k. This Agreement shall, as conditions precedent to its entry into force, be submitted to the Attorney General and the proper state officer or agency having statutory or constitutional power of control over UAB, which shall determine whether the agreement is in proper form and compatible with the laws of this state, and shall approve or disapprove this Agreement in compliance with Alabama Act 1969-916.
- l. Prior its entry into force, the executed Agreement between the parties shall be filed by Birmingham with the Judge of Probate of Jefferson County, Alabama and with the Alabama Secretary of State.

V. IMMIGRATION LAW COMPLIANCE:

- (a) Parties represent and warrant that they do not knowingly employ, hire for employment, or continue to employ, in Alabama, an “unauthorized alien,” as defined by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, §31-13-1, *et seq.*, Code of Alabama 1975, as amended (the “Act”).
- (b) Parties represent and warrant that they will enroll in the E-Verify program prior to performing any work on the project in Alabama and shall provide documentation

establishing that the Party is enrolled in the E-Verify program. During the performance of this Agreement, Parties shall participate in the E-Verify program as required under the terms of the Act and shall verify every employee in Alabama that is required to be verified according to the applicable federal rules and regulations.

(c) Parties agree to comply with all applicable provisions of the Act with respect to its subcontractors by entering into an agreement with or by obtaining an affidavit from such subcontractors providing work for the Party on the Project in Alabama, that such subcontractors are in compliance with the Act with respect to their participation in the E-verify program. Parties represent and warrant that they shall not hire, retain or contract with any subcontractor to work on the Project in Alabama which the Party knows is not in compliance with the Act.

(d) 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.

VI. TERMINATION:

- a. Any party hereto may terminate this Agreement at any time, by giving thirty (30) days' notice of the intention to do so to the other party. Such notice shall be sent to the governing body of the other party.
- b. Upon termination or completion of the project, all obligations of the parties under this Agreement shall cease and any unexpended funds and all equipment purchased using City funds shall be returned to the City within ninety (90) days.

VII. 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.

VIII. GOVERNING LAW: This agreement shall be governed by and construed in accordance with the laws of the State of Alabama as interpreted by Alabama Courts.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representative as reflected below.

CITY OF BIRMINGHAM, ALABAMA

Date

BY: _____
William A. Bell, Sr., Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM BY LAW DEPARTMENT:

Assistant City Attorney / Date

UNIVERSITY OF ALABAMA AT BIRMINGHAM

Date

BY: _____

Title

ATTEST:

City Clerk

APPROVED AS TO FORM:

Title / Date

APPROVED BY ATTORNEY GENERAL:

Assistant Attorney General / Date