

CITY OF TARRANT

CITY COUNCIL MEETING

APRIL 19th, 2021 AT 7PM

CITY HALL

AGENDA

Public Hearings:

- A. Vulcan Industries
- B. Revoking Business License – The Green Valley Services, LLC Landfill
- C. ABC License – Kelvin Slaughter – The Keg

- 1. Call to Order
- 2. Prayer & Pledge
- 3. Roll Call
- 4. Approval of minutes from the following:
 - a. April 5th, 2021 Meeting
- 5. Communications from the Mayor
- 6. Committee Reports
- 7. Old Business
 - a. Ordinance #1136 – Amending Ordinance No. 1128 – First Reading
 - b. Resolution #8775 – Nepotism Policy
 - c. Resolution #8776 – Rejecting Bid Submission
 - d. Resolution #8777 – Voiding G&W – 708 Fulton Avenue
 - e. Resolution #8779 – Approving ABC Application – 1519 Pinson Street
OR
Resolution #8779 – Rejecting ABC Application – 1519 Pinson Street
(pending Public Safety Committee recommendation)
 - f. Resolution #8780 – Jefferson County Debris Removal MOU
- 8. New Business
 - a. Resolution #8782 – Board of Education Appointment
 - b. Resolution #8783 – Creating 4 Seasonal Laborer Positions for the
Public Work Department
 - c. Resolution #8784 – Clearwinds Technology Accounting Software
 - d. Resolution #8785 – Longevity Pay
 - e. Resolution #8786 – Ordering Green Valley Services to Cease
Operations
- 9. Other Business
- 10. Public Comment
- 11. Vouchers and Expenses
- 12. Adjourn

Resolution 8787 added Solid Waste invit. Bid

The next scheduled council meeting will be May 3rd, 2021.

**City of Tarrant
Council Meeting Minutes
Tuesday, April 20th, 2021
Tarrant City Hall**

The City Council of the City of Tarrant, Alabama met for regular work session on Monday, April 19th, 2021 at 6:00pm at City Hall. The work session ran long so a motion was made by council member Bryant to adjourn until the following day. Threadford gave a second and all present voted yes. Motion passed.

The City Council of the City of Tarrant, Alabama then met in a regular meeting on Tuesday, April 20th, 2021 at 7:00pm at City Hall.

Mayor Newton called the meeting to order. Reverend Webb gave the invocation and Corporal Fields led the Pledge of Allegiance.

Councilman Bryant made a motion to appoint Aslinn O’Donohoe as acting clerk with a second from Anderson. There was no discussion. All present voted yes. Motion passed.

The following officials were present during roll call:

Wayman A. Newton	Mayor
Veronica Bandy Freeman	Council Member
Tracie B. Threadford	Council Member
Catherine “Cathy” Anderson	Council Member
Deborah “Debbie” Matthews	Council Member
John T. “Tommy” Bryant	Council Member

First the council considered the minutes from the April 5th, 2021 Regular Meeting.

Council member Threadford made a motion to approve the minutes with a second from Freeman. There was no more discussion. Mayor Newton then called for a roll call vote

Yeas:

Council member Freeman
Council member Threadford
Council member Anderson
Council member Matthews
Council member Bryant
Mayor Newton

Nays:

None

Motion passed.

The Mayor then spoke to the council about things happening around town.

Council member Threadford gave a Public Safety Committee report from their April 5th, 2021 meeting where they discussed ABC licenses for Bourbon Street Convenience Store and The Keg.

Under old business, council member Bryant made a motion to suspend the rules for immediate consideration of Ordinance #1136 with a second from Freeman. A roll call vote was held.

Yeas:

Council member Freeman
Council member Threadford
Council member Anderson
Council member Matthews
Council member Bryant
Mayor Newton

Nays:

None

Motion passed.

Council member Bryant then read and made a motion to approve Ordinance #1136 – Amending Ordinance #1128 with a second from Matthews. There was no discussion. A roll call vote was held.

Yeas:

Council member Freeman
Council member Threadford
Council member Anderson
Council member Matthews
Mayor Newton

Nays:

Council member Bryant

Motion passed.

Next the council considered Resolution #8775 – Nepotism Policy. Council member Freeman made a motion to approve with a second from Threadford. There was some discussion as to it applying to new hires only. Mayor Newton called for a roll call vote.

Yeas:

Council member Freeman
Council member Threadford
Mayor Newton

Nays:

Council member Anderson
Council member Matthews
Council member Bryant

Motion failed.

Council member Freeman made a motion to approve Resolution #8776 – Rejecting Bid Submission for PARD roof. Council member Anderson gave a second. There was no discussion. A roll call vote was held.

Yeas:

Council member Freeman
Council member Threadford
Council member Anderson
Council member Matthews
Council member Bryant
Mayor Newton

Nays:

None

Motion passed.

Council member Bryant made a motion to table Resolution #8777 – Voiding G & W – 708 Fulton Avenue with a second from Anderson. There was no discussion. A roll call vote was held.

Yeas:

Council member Freeman
Council member Threadford
Council member Anderson
Council member Matthews
Council member Bryant
Mayor Newton

Nays:

None

Motion passed.

Council member Threadford then made a motion to approve Resolution #8779 – Rejecting ABC Application – 1519 Pinson Street with a second from Freeman. There was no discussion. A roll call vote was held.

Yeas:

Council member Freeman
Council member Threadford
Council member Anderson
Council member Matthews
Council member Bryant

Nays:

None

Abstain:

Mayor Newton

Motion passed.

Council member Bryant read and made a motion to approve Resolution #8780 – Jefferson County Debris Removal MOU with a second from Threadford. There was no discussion. A roll call vote was held.

Yeas:

Council member Freeman
Council member Threadford
Council member Anderson
Council member Matthews
Council member Bryant
Mayor Newton

Nays:

None

Motion passed.

Mayor Newton then opened the floor for nominations for a Board of Education seat. Freeman nominated Crystal Abernathy with a second from Threadford. Council member Anderson nominated Bruce Grant with a second from Bryant. Mayor Newton called for a roll call vote for Resolution #8782 – Board of Education Appointment – Crystal Abernathy.

Yeas:

Council member Freeman
Council member Threadford
Mayor Newton

Nays:

Council member Anderson
Council member Matthews
Council member Bryant

Motion failed.

Mayor Newton called for a roll call vote for Resolution #8782 – Board of Education Appointment – Bruce Grant

Yeas:

Council member Anderson
Council member Matthews
Council member Bryant

Nays:

Council member Freeman
Council member Threadford

Mayor Newton

Motion failed.

Next the council considered Resolution #8783 – Creating 4 Seasonal Laborer Positions for the Public Works Department. Anderson made a motion to approve with a second from Threadford. There was no discussion. A roll call vote was held.

Yeas:

Council member Freeman
Council member Threadford
Council member Anderson
Council member Matthews
Council member Bryant
Mayor Newton

Nays:

None

Motion passed.

Council member Bryant made a motion to approve Resolution #8784 – Clear Winds Technology Accounting Software with a second from Anderson. There was no discussion. A roll call vote was held.

Yeas:

Council member Freeman
Council member Threadford
Council member Anderson
Council member Matthews
Council member Bryant
Mayor Newton

Nays:

None

Motion passed.

Council member Threadford made a motion to approve Resolution #8785 – Longevity Pay with a second from Anderson. There was no discussion. A roll call vote was held.

Yeas:

Council member Freeman
Council member Threadford
Mayor Newton

Nays:

Council member Anderson
Council member Matthews
Council member Bryant

Motion failed.

Leslie Wright, filling in for city attorney Rubio, recommended that the council table Resolution #8786 – Ordering Green Valley Services to Cease Operations because that business is actually located in the City of Birmingham and not Tarrant. Council member Freeman made a motion to table Resolution #8786 with a second from Threadford. A roll call vote was held.

Yeas:

Council member Freeman
Council member Threadford
Council member Anderson
Council member Matthews
Council member Bryant
Mayor Newton

Nays:

None

Motion passed.

Mayor Newton then presented Resolution #8787 – Authorizing Issuance of Bid for Residential Garbage Service. Council member Bryant made a motion to add Resolution #8787 to the agenda with a second from Threadford. There was no discussion. A roll call vote was held.

Yeas:

Council member Freeman
Council member Threadford
Council member Anderson
Council member Matthews
Council member Bryant
Mayor Newton

Nays:

None

Motion passed.

Council member Bryant made a motion to approve Resolution #8787 – Authorizing Issuance of Bid for Residential Garbage Service with a second from Threadford. Council member Bryant then asked that the date and time of the opening be given to the council members in enough time that they could attend if they wanted. A roll call vote was held.

Yeas:

Council member Freeman
Council member Threadford
Council member Anderson
Council member Matthews
Council member Bryant
Mayor Newton

Nays:

None

Motion passed.

Mayor Newton then opened the floor for public comment. Drew Kramer asked about road work going on downtown by Birmingham Water Works. Another citizen asked about an ordinance that require all residents to have residential garbage service.

Council member Threadford then made a motion to approve payments of payroll and expense vouchers by the City and Electrical Department with a second from Bryant. A roll call vote was held.

Yeas:

Council member Freeman
Council member Threadford
Council member Anderson
Council member Matthews
Council member Bryant
Mayor Newton

Nays:


None

Motion passed.

Council member Bryant made a motion to adjourn with a second from Freeman. There was no discussion. All present voted yes.

Motion passed. Meeting adjourned.

READ AND APPROVED THIS THE 3rd DAY OF MAY, 2021.

APPROVED: 
Wayman A. Newton, Mayor

ATTEST: 
Kim Stone, Acting City Clerk

CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA

RESOLUTION NO. 8776

A RESOLUTION REJECTING THE BID RECEIVED FOR ROOF REPLACEMENT FOR TARRANT RECREATION CENTER AND AUTHORIZING THE MAYOR TO NEGOTIATE WITH CONTRACTOR(S) FOR THIS WORK

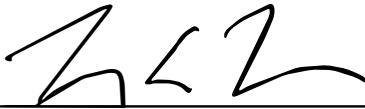
BE IT RESOLVED by the City Council of the City of Tarrant, Alabama while in regular session on Monday, April 19th, 2021 at 7:00 pm as follows:

Section 1. That the City of Tarrant did request, receive, and open bids for Roof Replacements at the Tarrant Recreation Center located at 1232 Faye Drive, Tarrant, Alabama; and

Section 2. At the appointed time and place, the bids were opened and tabulated; and

Section 3. After evaluating the bid proposals we request that the one bid received from Birmingham Roofing and Sheet Metal for \$60,490.00 (sixty-thousand, four hundred ninety dollars and zero cents) be rejected; and authorize the Mayor to negotiate with contractor(s) for this work, pursuant to the Code of Alabama 1975, Section 39-2-6(b).

APPROVED AND ADOPTED THIS THE 19TH OF APRIL, 2021.

APPROVED: 
Wayman A. Newton, Mayor


ATTEST: 
Aislinn O'Donohoe, Acting City Clerk

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Aislinn O'Donohoe, Acting City Clerk of the City of Tarrant, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a Resolution duly adopted by the City Council of the City of Tarrant, Alabama, on the 19th day of April, 2021.

Witness my hand and seal of office this 19th day of April, 2021.


Aislinn O'Donohoe, Acting City Clerk

CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA

RESOLUTION NO. 8779

A RESOLUTION REJECTING THE APPLICATION FOR 032 CLUB LIQUOR LICENSE – CLASS II; SAID BUSINESS K-ONE MANAGEMENT DOING BUSINESS AS TAKAREE LOUNGE TO BE LOCATED AT 1519 PINSON STREET, TARRANT, ALABAMA

BE IT RESOLVED by the City Council of the City of Tarrant, Alabama while in regular session on Monday, April 19th, 2021 at 7:00 pm as follows:

Section 1. That the Council hereby rejects the 032 Club Liquor License – Class II application of K-One Management doing business as Takaree Lounge; and

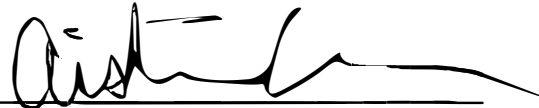
Section 2. That said business is to be located at 1519 Pinson Street, Tarrant, Alabama.

APPROVED AND ADOPTED ON THIS THE 19TH DAY OF APRIL, 2021.

APPROVED: _____


Wayman A. Newton, Mayor

ATTEST: _____


Aislinn O'Donohoe, Acting City Clerk

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Aislinn O'Donohoe, Acting City Clerk of the City of Tarrant, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a Resolution duly adopted by the City Council of the City of Tarrant, Alabama, on the 19th day of April, 2021.

Witness my hand and seal of office this 19th day of April, 2021.


Aislinn O'Donohoe, Acting City Clerk

CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA

RESOLUTION NO. 8780

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF TARRANT AND JEFFERSON COUNTY REGARDING DEBRIS REMOCAL AND MONITORING SERVICES

BE IT RESOLVED by the City Council of the City of Tarrant, Alabama while in regular session on Monday, April 5th, 2021 at 7:00 pm as follows:

Section 1. That the Council hereby authorizes the Mayor to sign a Memorandum of Understanding (“Exhibit A”) on behalf of the City;

Section 2. That a copy of the Memorandum of Understanding shall be kept by the offices of the City Clerk and Director of Public Works.

APPROVED AND ADOPTED THIS THE ^{19th} 5TH OF APRIL, 2021.

ATTEST:  APPROVED: 
Aislinn O'Donohoe, Acting City Clerk Wayman A. Newton, Mayor

Exhibit A

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE JEFFERSON COUNTY COMMISSION
AND THE CITY OF TARRANT REGARDING
DEBRIS REMOVAL AND MONITORING SERVICES**

WHEREAS, Alabama law authorizes counties and municipalities to enter into agreements to provide services to each other under mutually agreed to terms and conditions; and

WHEREAS, following recent natural disasters in Alabama, all counties have entered into regional pre-event debris removal and monitoring services contracts to have available for each county in the event of a disaster within one or more counties necessitating the need for debris removal; and

WHEREAS, the Invitation to Bid for these regional pre-event contracts included a provision to require the successful bidder to provide services within the jurisdictional limits of a municipality within an activating county if the county and the municipality had entered into a memorandum of understanding allowing the activating county to assume responsibility for debris removal and/or monitoring services on municipal property within the jurisdictional limits of the municipality; and

WHEREAS, these regional county contracts provide that services may be performed within the jurisdictional limits of a municipality within an activating county at the direction of the county if, prior to the disaster warranting the need for debris removal and/or monitoring services, the county and the municipality have entered into a written memorandum of understanding for the removal of disaster-related debris from municipal property on behalf of the municipality; and

WHEREAS, Jefferson County is a party to the **Region 6** county contracts for debris removal and monitoring services, which contracts provide for debris removal and monitoring services to be provided to the county upon activation under procedures set out in such contracts; and

WHEREAS, the City of Tarrant is not properly equipped to effectively perform debris removal operations in the event of a disaster within its jurisdictional limits, and as such, the county and municipality find it to be in their mutual best interests and to the benefit of the citizens they represent to enter into this memorandum of understanding to allow the county to have debris removal services performed on the municipal property within the jurisdictional limits of the municipality pursuant to the county regional contract for debris removal services and, if necessary, to have such debris removal monitored pursuant to the county regional contract for monitoring services; and

WHEREAS, both the Jefferson County Commission and the Tarrant City Council have adopted resolutions agreeing to enter into this memorandum of understanding between the Jefferson County Commission and the City of Tarrant, which resolutions are attached

hereto and incorporated by reference; and

WHEREAS, the Jefferson County Commission and the City of Tarrant, as evidenced by the above referenced resolutions, also agree to the following terms and conditions:

1. That this memorandum of understanding shall only apply in the event that, following a disaster necessitating debris removal and/or monitoring services, the county has activated the Region 6 contract for debris removal and/or monitoring services pursuant to procedures set out in said contract.
2. That in the event the municipality desires that the county have debris removal and/or monitoring services performed on municipal property within its municipal jurisdictional limits pursuant to this memorandum of understanding, the mayor or other municipal official designated in writing by the Tarrant City Council shall send written notice to the county within five calendar days of a disaster necessitating the removal of debris that the municipality desires to have the county perform such services under the terms and conditions set out in the county regional contracts.
3. That, upon receipt of such request, the county determines that it can provide those services within the jurisdictional limits of the municipality pursuant to the county regional debris removal and/or monitoring services contracts.
4. That the debris removal and/or monitoring services provided to the municipality shall be limited to available contract personnel and equipment not required to meet the needs of the county, and that the judgment of the Jefferson County Commission or its designee shall be final as to the personnel and equipment so available and as to the time of providing such services.
5. That the county shall only provide services within the jurisdictional limits of the municipality that are provided for in the regional county debris removal and monitoring services contracts as set out in **Exhibit A** of the contracts, which are attached hereto and incorporated by reference.
6. That the City of Tarrant shall cooperate with county and contract personnel as necessary to ensure proper management and administration of the removal of debris within the jurisdictional limits of the municipality pursuant to the regional county contracts for debris removal and/or monitoring services, which cooperation shall include, but not be limited to, allowing county personnel and their contractors access as necessary to perform debris removal and/or monitoring services as determined necessary and appropriate by county personnel and assisting as necessary to provide documentation required under the county regional joint debris removal and/or monitoring services contracts.

7. That the municipality understands that monitoring of the debris removal may be necessary and agrees to cooperate with all debris removal monitoring services conducted within its jurisdictional limits pursuant to the county regional monitoring services contract or as otherwise provided by the county.

8. That there shall be no debris removal and/or monitoring services performed on private property under this memorandum of understanding and that only services authorized under the regional county contracts as determined by the Jefferson County Commission or its designated county personnel shall be provided.

9. That the county may suspend or terminate the removal of debris and/or monitoring services within the jurisdictional limits of the municipality as it deems appropriate or necessary due to (a) conditions within the county; (b) issues related to the regional county contracts for debris removal and/or monitoring; (c) lack of cooperation from municipal officials and/or employees; or (d) other reasons as warranted in the discretion of the county.

10. That by entering into this memorandum of understanding, the county assumes no liability for damages to any property of the municipality or any citizens of the municipality resulting from the debris removal or monitoring services conducted by the debris removal or monitoring services contractor. Additionally, the undersigned municipality shall indemnify and hold harmless Jefferson County, its officials, employees, and agents for any damage of any type whatsoever to the municipality's property or to personal property and fixtures situated thereon, or for bodily injury or death to persons on the municipality's property, and hereby releases, discharges and waives any and all actions, either legal or equitable, which the undersigned municipality has, or ever might or may have, by reason of any action of the county and its county officials, employees or debris removal or monitoring services contractors and any action they have taken to accomplish the aforementioned purpose.

11. The municipality shall reimburse the Jefferson County Commission for any and all expenses incurred by the county for the removal of debris within the jurisdictional limits of the municipality and/or for monitoring services related to the debris removal pursuant to the reimbursement schedule presented to the municipality by the county at the time the municipality submits its request for services as provided in this memorandum of understanding;

12. That the municipality's failure to timely reimburse the county pursuant to the reimbursement schedule presented to the municipality by the county shall be deemed a breach of this memorandum of understanding which shall result in termination of this agreement and any other remedies available to the county under the law.

13. That in the event the county receives reimbursement for any or all of its costs related to debris removal and/or monitoring services performed within the municipality's jurisdictional limits from any government or other source or sources, the county shall pay the municipality its pro rata share of such reimbursement within thirty


days of receipt by the county provided the municipality has paid in full its portion of the cost of debris removal and/or monitoring services pursuant to the requirements set out in paragraph 11 above. However, if at any time after the county has been reimbursed from any source and has reimbursed the municipality in accordance with this paragraph, it is determined that the debris removal and/or monitoring services were not performed in accordance with such source or sources' debris removal and/or monitoring services laws, rules, regulations or guidance, the municipality shall promptly reimburse the County within 15 days the amount of the reduction of the county's reimbursement from such source related to the debris removal and/or monitoring services performed within the municipalities jurisdictional limits.

14. That this agreement only applies in the event the county has activated the regional county contract for debris removal and/or monitoring services and that the county shall not be obligated to provide debris removal and/or monitoring services on municipal property within the jurisdictional limits of the municipality except as specifically provided herein.

15. That, *except as provided in paragraph 11*, this memorandum of understanding shall be in full force and effect from the date of execution and shall automatically renew provided the Region 6 county contract for debris removal and monitoring contracts are renewed and shall ultimately terminate on **October 31, 2021**, unless this agreement is terminated as detailed above. The municipality may also request termination of this memorandum of understanding at any time by written request to the Jefferson County Commission.



Wayman A. Newton, Mayor, City of Tarrant



Aislinn O'Donohoe, Acting City Clerk

Notary Seal

President, Jefferson County Commission

Minute Clerk

Notary Seal

REGION 6 CONTRACT FOR DEBRIS REMOVAL SERVICES

INTRODUCTION

The Association of County Commissions of Alabama (hereinafter "the Association") conducted a bid offering for regional debris removal services through its Alabama County Joint Bid Program. Alabama's 67 counties were divided into seven regions for the purposes of this bid offering. Counties in Region 6 include Calhoun, Blount, Clay, Cleburne, Jefferson, Randolph, Shelby, St. Clair and Talladega. Pursuant to resolution adopted by each county in Region 6, Calhoun County has been selected to serve as the awarding authority for all counties in the region for purposes of awarding the bid to the lowest responsible bidder meeting bid specifications and executing a contract with the successful bidder on behalf of all Region 6 counties. Copies of the counties' resolutions are on file at the Association office.

Bids for debris removal services in Region 6 were opened at the Association office on September 6, 2018 and on October 11, 2018, the Calhoun County Commission awarded the regional debris removal contract for Region 6 to DRC Emergency Services, LLC. as the lowest responsible bidder meeting bid specifications. Copies of all bids submitted in response to this bid offering are on file at the Association office. A copy of the bid submitted by DRC Emergency Services, LLC., including the Invitation to Bid, is attached hereto as Exhibit A and incorporated herein by reference. By executing this agreement, DRC Emergency Services, LLC. agrees to provide all services included in its bid, and under the terms and conditions set out in said Invitation to Bid, Bid Specifications, and accompanying documentation, including but not limited to those provisions specifically set out below.

GENERAL TERMS OF CONTRACT

As a result of the foregoing, this agreement is entered into pursuant to Code of Alabama 1975, § 41-16-50(b) between the Calhoun County Commission, the awarding authority for Region 6 counties, through its chairperson and DRC Emergency Services, LLC, hereinafter referred to as "Contractor", through the undersigned authorized agent, for debris removal services in all counties in Region 6 under the following terms and conditions:

1. Contractor agrees to provide any and all debris removal services in compliance with the provisions and requirements of the Invitation to Bid and Bid Specifications attached as Exhibit A to any and all counties in Region 6;
2. Contractor understands and agrees that it may be necessary to provide such services simultaneously in more than one county in the Region and that failure to provide such services in all counties at any time necessary shall be deemed a default of this agreement;
3. Both parties agree that only services specifically set out in Exhibit A shall be provided by the contractor under a Notice to Proceed and that such services shall be provided as set out therein;
4. Both parties agree that, under the terms of this agreement, no services shall be provided within the jurisdictional limits of a municipality within the county unless the county and the municipality have entered into a written memorandum of understanding that meets FEMA guidelines and regulations and/or federal law and regulations, whereby the county agrees to assume responsibility for the removal of disaster-related debris on behalf of the municipality;



5. Contractor agrees to comply with the Services Activation Procedures included in the Bid Specifications by responding within 24 hours of receipt of a Notice to Proceed from any county in Region ___;
6. Contractor also agrees to comply with the Contract Activation Procedures and Notice to Proceed attached hereto as Exhibit B and incorporated herein by reference;
7. Contractor agrees to provide each county in Region 6 with proper contact information for delivery of a Notice to Proceed at the time of execution of this contract and where necessary, to provide updated information regarding same throughout the term of this agreement;
8. Contractor agrees to execute a payment and performance bond in the amount of \$1,000,000 at the time of execution of the contract made payable to Calhoun County on behalf of all counties in Region 6, which bond shall be called in on behalf of a county sending a Notice to Proceed in the event the Contractor fails to execute the performance bond required under this agreement upon receipt of a Notice to Proceed or fails to satisfy any other obligations under this agreement;
9. Contractor also agrees to execute a payment and performance bond made payable to an activating county equal to 100% of the estimated cost of a project conducted on behalf of any activating county in Region 6 upon receipt of a Notice to Proceed from the activating county.
10. Contractor has provided proof of insurance as part of its bid and hereby agrees to maintain that general and professional liability insurance at all times throughout the terms of this agreement and to notify Calhoun County and the Association immediately in the event there is a change in insurance coverage or insurance provider different from that submitted with the contractor's bid;
11. Both parties agrees to comply with the Pricing and Payment Procedures set out in Exhibit A;
12. Both parties agree that all billing and payment processing will be handled as provided in Exhibit A and shall be handled directly between the contractor and the county in which debris removal services are provided pursuant to a Notice to Proceed received from the activating county;
13. Contractor agrees to exercise due care in the performance of all activities performed for an activating county and to be responsible for damages to any property caused by its equipment or workers at no expense to the activating county as provided in Exhibit A;
14. Contractor agrees to notify the activating county immediately of any damages to any property which occur during debris removal activities as provided in Exhibit A;
15. Contractor agrees to perform all debris removal activities in compliance with and consistent with the policies and publications of the Alabama Emergency Management Agency, Federal Emergency Management Agency, and Federal Highway Administration in effect at the time of the work being performed as provided in Exhibit A;
16. Contractor agrees that, as set out in Exhibit A, it will remove at least 30% of debris utilizing its own equipment and personnel within the 180 day time frame for completion of the project whenever providing services to a county in Region 6 pursuant to a Notice to Proceed;
17. Both parties agree that only work identified in the Scope of Services set out in Exhibit A shall be performed pursuant to this agreement and there shall be no change in scope of services performed or time frames for completion of the project;
18. Contractor agrees to be responsible for any and all corrective action and/or payment of any resulting fines or penalties required in response to any notices of violations issued by any federal, state, or local agency as a result of the Contractor's actions while conducting activities on behalf of the activating county as provided in Exhibit A;



19. Both parties agree that, as provided in Exhibit A, this contract may be renewed for a second and third year under the identical price, terms, and conditions upon mutual consent of both parties approved in writing by both parties no later than 90 days prior to the expiration of the existing contract;
20. Both parties agree that this contract shall be in full force and effect from November 1, 2018 to October 31, 2019.

WARRANTIES AND REPRESENTATIONS

The Contractor shall at all times during the term of this agreement comply with all federal, state, county, and municipal laws, ordinances, and regulations. The Contractor shall not discriminate against any employee or applicant due to sex, race, color, creed, national origin or ancestry. The Contractor certifies that it is eligible to perform this contract under federal, state, and local law, is not now and has never been debarred from performing federal or state government contracts and that all subcontractors used in the performance of this contract have the same qualifications.

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.

COMPLIANCE WITH FEDERAL LAW AND REGULATIONS

The Contractor shall at all times during the term of this contract comply will all applicable federal law and regulations for debris removal services in all counties in Region 6. Further, during the performance of this contract, the Contractor shall agree to the following federal laws and regulations:

41 C.F.R. Part 60-1.4(b) Compliance

During the performance of this contract, the contractor agrees as follows:

- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- 3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor



union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- 4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Contract Work Hours and Safety Standards Act

- 1) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to



work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- 3) Withholding for unpaid wages and liquidated damages. The FEMA Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- 4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

Clean Air Act

- 1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 2) The Contractor agrees to report each violation to Calhoun County and the Association and understands and agrees that those entities will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- 1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- 2) The Contractor agrees to report each violation to the Calhoun County and the Association and understands and agrees that those entities will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.



Suspension and Debarment

- 1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 3) This certification is a material representation of fact relied upon by Calhoun County and the Association. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Calhoun County, the Association and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Byrd Anti-Lobbying Amendment, 31 U.S.C §1352 (as amended)

- 1) The Contractor who apply or bid for an award of \$100,000 or more 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.

Procurement of Recovered Materials

- 1) In the performance of this contract, the Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, J; 2 C.F.R. § 200.322; PDAT Supplement, Chapter V, 7. The Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:
 - (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (ii) Meeting contract performance requirements; or
 - (iii) At a reasonable price.



2 C.F.R. §200.321 Compliance

- 1) The Contractor agrees to comply with requirements under 2 C.F.R. §200.321. Contractor agrees, if subcontracts are to be let, to assure that minority businesses, women's business enterprises and labor surplus area firms are used when possible. The affirmative steps must include:
 - a. Placing qualifies small and minority businesses, and women's business enterprises on solicitation lists;
 - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - d. Establishing delivery schedules, where the requirement permits, which encourages participation by small and minority businesses, and women's business enterprises;
 - e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Access to Records

- 1) The Contractor agrees to provide Calhoun County, the Association, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- 2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

Department of Homeland Security Seal, Logo, and Flags

- 1) The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

Compliance with Federal Law, Regulations, and Executive Orders

- 1) The Contractor acknowledges that FEMA financial assistance will be used to fund this contract. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.



- 2) The Contractor acknowledges the Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts

- 1) The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

PENALTIES, TERMINATION AND DEFAULT

Time is of the essence in providing the services required in this agreement as set out in Exhibit A. As such, the Contractor shall be assessed liquidated damages in the amount of \$5000 per calendar day for each day in which contract activities extend beyond the maximum allowable time established.

This contract may be terminated by the awarding authority at any time for the convenience of the counties in Region 6 for any reason. Any county who has activated the services of the Contractor through a Notice to Proceed agrees to pay the Contractor for all work completed through the termination date.

This contract shall be terminated for cause if the Contractor defaults in the performance of any of the terms of this agreement, including but not limited to: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third party claims filed or reasonable evidence that a claim will be filed, or other reasonable cause; or otherwise fails to cure any other deficiency identified by an activating county within 24 hours of delivery of notice of said deficiency. Under the terms of this agreement, the Contractor is in default if he or she fails to respond to a Notice to Proceed issued by any of the counties in Region 6 or fails to complete a project in any county in Region 6 after work has begun pursuant to a Notice to Proceed issued by said county. Calhoun County and all counties in Region 6 retain all other legal or equitable rights or remedies existing as a result of said default, including but not limited to any legal process necessary to obtain any sureties securing this contract. Any reasonable attorney's fee incurred in enforcing this contract will not exceed 5% of said contract price.

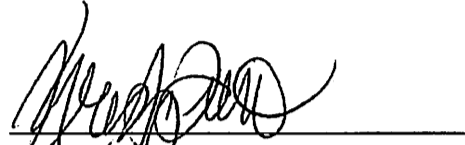
This contract is binding upon and insures to the benefit of the counties in Region 6 and is the whole agreement of the parties and governed by the law of the State of Alabama. There shall be no change orders or modifications of this agreement or services to be performed pursuant to Exhibit A by the Contractor or any of the counties in Region 6.

The Contractor shall save and hold harmless all counties in Region 6, State of Alabama, the U.S. Government, their respective employees, officials and agents from and against all liability, claims and demands on account of personal injuries (including without limitation workmen's compensation and death claims) or property loss or damages of any kind whatsoever, which arise out of or be in any manner connected with, or are claimed to arise out of or be in any manner connected with, the performance of this agreement, regardless of whether such injury, loss or damage shall be caused by, or be claimed to be caused by, the negligence or other fault of the Contractor, any subcontractor, agent or employee.



Executed on this the 17th day of October, 2018.


Chairperson
Calhoun County Commission


Company Representative
DRC Emergency Services, LLC.

REGION 6 CONTRACT FOR DEBRIS REMOVAL MONITORING SERVICES

INTRODUCTION

The Association of County Commissions of Alabama (hereinafter "the Association") recently conducted a bid offering for regional debris removal monitoring services through its Alabama County Joint Bid Program. Alabama's 67 counties were divided into seven regions for the purposes of this bid offering. Counties in Region 6 include Calhoun, Blount, Clay, Cleburne, Jefferson, Randolph, Shelby, St. Clair and Talladega. Pursuant to resolution adopted by each county in Region 6, Calhoun County has been selected to serve as the awarding authority for all counties in the region for purposes of awarding the bid to the lowest responsible bidder meeting bid specifications and executing a contract with the successful bidder on behalf of all Region 6 counties. Copies of the counties' resolutions are on file at the Association office.

Bids for debris removal monitoring services in Region 6 were opened at the Association office on September 6, 2018 and on October 11, 2018, the Calhoun County Commission awarded the regional debris removal monitoring services contract for Region 6 to Tetra Tech, Inc. as the lowest responsible bidder meeting bid specifications. Copies of all bids submitted in response to this bid offering are on file at the Association office. A copy of the bid submitted by Tetra Tech, Inc. including the Invitation to Bid, is attached hereto as Exhibit A and incorporated herein by reference. By executing this agreement, Tetra Tech, Inc. agrees to provide all services included in its bid, and under the terms and conditions set out in said Invitation to Bid, Bid Specifications, and accompanying documentation, including but not limited to those provisions specifically set out below.

GENERAL TERMS OF CONTRACT

As a result of the foregoing, this agreement is entered into pursuant to Code of Alabama 1975, § 41-16-50(b) between the Calhoun County Commission, the awarding authority for Region 6 counties, through its chairperson, and (Company) hereinafter referred to as "the Contractor", through the undersigned authorized agent, for debris removal monitoring services in all counties in Region 6 under the following terms and conditions:

1. Contractor agrees to provide any and all debris removal monitoring services in compliance with the provisions and requirements of the Invitation to Bid and Bid Specifications attached as Exhibit A to any and all counties in Region 6;
2. Contractor understands and agrees that it may be necessary to provide such services simultaneously in more than one county in the Region and that failure to provide such services in all counties at any time necessary shall be deemed a default of this agreement;
3. Both parties agree that only services specifically set out in Exhibit A shall be provided by the contractor under a Notice to Proceed and that such services shall be provided as set out therein;
4. Both parties agree that, under the terms of this agreement, no services shall be provided within the jurisdictional limits of a municipality within the county unless the county and the municipality have entered into a written memorandum of understanding that meets FEMA guidelines and regulations, whereby the county agrees to assume responsibility for debris removal monitoring services on behalf of the municipality;

5. Contractor agrees to comply with the Services Activation Procedures included in the Bid Specifications by responding within 24 hours of receipt of a Notice to Proceed from any county in the Region ;
6. Contractor also agrees to comply with the Notice to Proceed Procedures attached hereto as Exhibit B and incorporated herein by reference;
7. Contractor agrees to provide each county in Region 6 with proper contact information for delivery of a Notice to Proceed at the time of execution of this contract and where necessary, to provide updated information regarding same throughout the term of this agreement;
8. Contractor agrees to execute a payment and performance bond in the amount of \$1,000,000 at the time of execution of the contract made payable to Calhoun County on behalf of all counties in the Region, which bond shall be called in on behalf of a county sending a Notice to Proceed in the event the Contractor fails to execute the performance bond required under this agreement upon receipt of a Notice to Proceed or fails to satisfy any other obligations under this agreement;
9. Contractor has provided proof of insurance as part of its bid and hereby agrees to maintain that general and professional liability insurance at all times throughout the terms of this agreement and to notify Calhoun County and the Association immediately in the event there is a change in insurance coverage or insurance provider different from that submitted with the contractor's bid;
10. Contractor shall agree, in compliance with 2C.F.R.200.318(j)(1)-(j)(2) requirements for time and materials contracts, compensation under this Agreement shall not exceed 15% of the total debris removal services cost per incident without mutual and/or prior agreement of the County Commission and the contractor and approval provided by FEMA.
11. Both parties agrees to comply with the Pricing and Payment Procedures set out in Exhibit A;
12. Both parties agree that all billing and payment processing will be handled as provided in Exhibit A and shall be handled directly between the contractor and the county in which debris removal monitoring services are provided pursuant to a Notice to Proceed received from the activating county;
13. Contractor agrees to exercise due care in the performance of all activities performed for an activating county and to be responsible for damages to any property caused by its equipment or workers at no expense to the activating county as provided in Exhibit A;
14. Contractor agrees to notify the activating county immediately of any damages to any property which occur during debris removal activities as provided in Exhibit A;
15. Contractor agrees to perform all debris removal monitoring activities in compliance with and consistent with the policies and publications of the Alabama Emergency Management Agency, Federal Emergency Management Agency, and Federal Highway Administration in effect at the time of the work being performed as provided in Exhibit A;
16. Both parties agree that only work identified in the Scope of Services set out in Exhibit A shall be performed pursuant to this agreement and there shall be no change in scope of services performed or time frames for completion of the project;
17. Contractor agrees to be responsible for any and all corrective action and/or payment of any resulting fines or penalties required in response to any notices of violations issued by any federal, state, or local agency as a result of the Contractor's actions while conducting activities on behalf of the activating county as provided in Exhibit A;
18. Both parties agree that, as provided in Exhibit A, this contract may be renewed for a second and third year under the identical price, terms, and conditions upon mutual consent of both parties approved in writing by both parties no later than 90 days prior to the expiration of the existing contract;

19. Both parties agree that this contract shall be in full force and effect from November 1, 2018 to October 31, 2019.

WARRANTIES AND REPRESENTATIONS

The contractor shall at all times during the term of this agreement comply with all federal, state, county, and municipal laws, ordinances, and regulations. The contractor shall not discriminate against any employee or applicant due to sex, race, color, creed, national origin or ancestry. The contractor certifies that it is eligible to perform this contract under federal, state, and local law, is not now and has never been debarred from performing federal or state government contracts and that all subcontractors used in the performance of this contract have the same qualifications.

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.

COMPLIANCE WITH FEDERAL LAW AND REGULATIONS

The contractor shall at all times during the term of this contract comply will all applicable federal law and regulations for debris removal monitoring services in all counties in Region 6. Further, during the performance of this contract, the contractor shall agree to the following federal laws and regulations:

41 C.F.R. Part 60-1.4(b) Compliance

During the performance of this contract, the contractor agrees as follows:

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- 3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- 4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

Contract Work Hours and Safety Standards Act

- 1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- 3) Withholding for unpaid wages and liquidated damages. The FEMA Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- 4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

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- 1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 2) The contractor agrees to report each violation to activating county and understands and agrees that the entity will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- 1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- 2) The contractor agrees to report each violation to the activating county and understands and agrees that the entity will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

2 C.F.R. 200.318(j)(1)-(j)(2) Time and Materials Contract Compliance

- 1) Contractor shall agree, in compliance with 2C.F.R.200.318(j)(1)-(j)(2) requirements for time and materials contracts. Compensation under this Agreement shall not exceed 15% of the total Debris Removal Services cost per incident without mutual and/or prior agreement of the County Commission and the contractor and approval provided by FEMA.

Suspension and Debarment

- 1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 3) This certification is a material representation of fact relied upon by Calhoun County and the Association. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Calhoun County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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- 1) Contractors who apply or bid for an award of \$100,000 or more 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.

Access to Records

- 1) The contractor agrees to provide Calhoun County, the Association, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- 2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

- 3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.”

Department of Homeland Security Seal, Logo, and Flags

- 1) The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

Compliance with Federal Law, Regulations, and Executive Orders

- 1) The contractor acknowledges that FEMA financial assistance will be used to fund this contract. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- 2) The contractor acknowledges the Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts

- 1) The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

PENALTIES, TERMINATION AND DEFAULT

Time is of the essence in providing the services required in this agreement as set out in Exhibit A. As such, the contractor shall be assessed liquidated damages in the amount of \$5000 per calendar day for each day in which contract activities extend beyond the maximum allowable time established.

This contract may be terminated by the awarding authority at any time for the convenience of the counties in the Region for any reason. Any county who has activated the services of the contractor through a Notice to Proceed agrees to pay the contractor for all work completed through the termination date.

This contract shall be terminated for cause if the contractor defaults in the performance of any of the terms of this agreement, including but not limited to: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third party claims filed or reasonable evidence that a claim will be filed, or other reasonable cause; or otherwise fails to cure any other deficiency identified by an activating county within 24 hours of delivery of notice of said deficiency. Under the terms of this agreement, the contractor is in default if he or she fails to respond to a Notice to Proceed issued by any of the counties in the Region or fails to complete a project in any county in the Region after work has begun pursuant to a Notice to Proceed issued by said county. Calhoun County and all counties in the Region retain all other legal or equitable rights or remedies existing as a result of said default, including but not limited to any legal process

necessary to obtain any sureties securing this contract. Any reasonable attorney's fee incurred in enforcing this contract will not exceed 5% of said contract price.

This contract is binding upon and insures to the benefit of the counties in the Region and is the whole agreement of the parties and governed by the law of the State of Alabama. There shall be no change orders or modifications of this agreement or services to be performed pursuant to Exhibit A by the contractor or any of the counties in the Region.

The contractor shall save and hold harmless all counties in the Region, State of Alabama, the U.S. Government, their respective employees, officials and agents from and against all liability, claims and demands on account of personal injuries (including without limitation workmen's compensation and death claims) or property loss or damages of any kind whatsoever, which arise out of or be in any manner connected with, or are claimed to arise out of or be in any manner connected with, the performance of this agreement, regardless of whether such injury, loss or damage shall be caused by, or be claimed to be caused by, the negligence or other fault of the contractor, any subcontractor, agent or employee.

Executed on this the 5th day of Nov, 2018.


Chairperson
Calhoun County Commission



Company Representative
Tetra Tech, Inc.

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Aislinn O'Donohoe, Acting City Clerk of the City of Tarrant, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a Resolution duly adopted by the City Council of the City of Tarrant, Alabama, on the 19th day of April, 2021.

Witness my hand and seal of office this 19th day of April, 2021.



Aislinn O'Donohoe, Acting City Clerk

CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA

RESOLUTION NO. 8783

**CREATING 4 TEMPORARY/SEASONAL
LABORER POSITIONS FOR THE PUBLIC WORKS
DEPARTMENT**

BE IT RESOLVED by the City Council of the City of Tarrant, Alabama while in regular session on Monday, April 19th, 2021, as follows:

Section 1. That there is hereby created 4 temporary/seasonal laborer positions; and

Section 2. That said laborers are necessary to assist the Public Works Department with maintaining grass cutting and other Summer jobs; and

Section 4. That said temporary appointee shall have up to thirty (30) hours a week of assigned work until September 30th, 2021; and


Section 7. That funds for said position shall be provided from the General Fund.

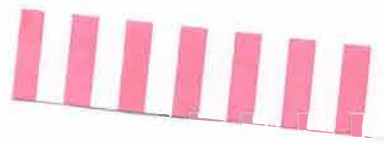
APPROVED AND ADOPTED THIS THE 19TH DAY OF APRIL, 2021

APPROVED: _____


Wayman A. Newton, Mayor

ATTEST: _____


Aislinn O'Donohoe, Acting City Clerk



CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)
JEFFERSON COUNTY)

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Witness my hand and seal of office this 19th day of April, 2021.

A handwritten signature in black ink, appearing to read 'Aislinn O'Donohoe', written over a horizontal line.

Aislinn O'Donohoe, Acting City Clerk

CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA

RESOLUTION NO. 8784

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF TARRANT AND CLEARWINDS TECHNOLOGIES FOR THE CONVERSION AND UPGRADING OF THE SERVER FOR THE NEW ACCOUNTING SOFTWARE FROM LOCAL GOVERNMENT CORPORATION (LGC)

BE IT RESOLVED by the City Council of the City of Tarrant, Alabama while in regular session on Monday, April 19, 2021 at 7:00 p.m. as follows:

Section 1. That the Mayor is hereby authorized to enter into an agreement between the City of Tarrant and Clearwire Technologies for the conversion and upgrading of the server for the new accounting software to be purchased from LGC Software for the use by the city finance department; and

Section 2. That said amount for software and support described in Section 1, shall not exceed \$11,000, unless authorized in the form of a resolution adopted and approved by the Mayor and City Council; and

Section 3. That said amount for the server upgrade must be compatible to the upgraded LGC software; and

Section 4. That a copy of said Sales Proposal is attached hereto and made a part therefore; and

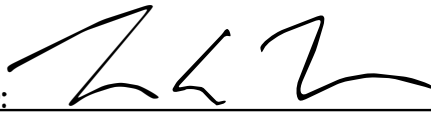
Section 5: That the cost of said server upgrade be charged to the administrative department as follows:

- 1) 01-6000-148 Service Contract \$11,000.00

*On January 4, 2021, the council approved the purchase of the accounting software upgrade from Local Government Corporation (LGC).

ADOPTED AND APPROVED THIS THE 19TH DAY OF APRIL, 2021.

APPROVED: _____



Wayman A. Newton, Mayor

ATTEST: _____



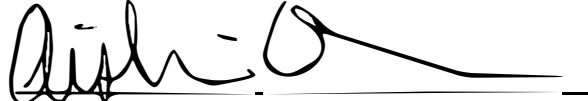
Aislinn O'Donohoe, Acting City Clerk

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)
JEFFERSON COUNTY)

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Witness my hand and seal of office this 19th day of April, 2021.



Aislinn O'Donohoe, Acting City Clerk

CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA

RESOLUTION NO. 8787

**A RESOLUTION AUTHORIZING THE ISSUANCE OF AN
INVITATION TO BID FOR RESIDENTIAL GARBAGE
SERVICE**

WHEREAS, the City Council of the City of Tarrant, Alabama, requires reliable residential garbage service for citizens and the current contract with BFI Waste Services, LLC ends July 31st, 2021;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Tarrant, Alabama, as follows:

1. The City Clerk is authorized to issue an Invitation to Bid for residential garbage service in a form approved by the Mayor and the City Attorney.
2. Sealed bids must be received in the City Clerk's Office at Tarrant City Hall, 1133 East Lake Boulevard, Tarrant, AL 35217 at a date and time selected by the Mayor and identified in the Invitation to Bid at which time the bids will be publicly opened and read aloud in the Tarrant City Hall Council Chambers.
3. The City reserves the right to reject any or all bids, to waive irregularities and/or informalities in any bid, and to award a contract in any manner, consistent with law, deemed in the best interests of the City.

ADOPTED AND APPROVED THIS THE 20TH DAY OF APRIL, 2021.

APPROVED: _____

Wayman A. Newton, Mayor

ATTEST: _____


Aislinn O'Donohoe, Acting City Clerk

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)
JEFFERSON COUNTY)

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Witness my hand and seal of office this 19th day of April, 2021.


Aislinn O'Donohoe, Acting City Clerk

SIGN IN SHEET
City of Tarrant
City Council Meeting

10

April 19, 2021 at 7:00 p.m.
Please sign in if you wish to address the City Council

NAME	ADDRESS	PHONE NO.	SUBJECT
1. William Threthford	1590 McDavid		
2. Tyler Drazic	Strong St		
3. Jackie Ouer	1141 Wharton B		
4. Michael Ibe	1730 Enfield ST		
5. Eric Ward, Travis	1208 Elizabeth		Youth dev.
6. Curtis Grome	2906 Pynum Leatherwood Rd		
7. Helen Stought	405 Clubview Dr.		ABC
8. Greg Hare			ABC
9. DREW Kramer Kramer	1907 Ford		ABC
10.			
11.			
12.			