

**Pre-Meeting Agenda  
Mountain Brook City Council  
City Hall – Room A106  
56 Church Street  
Mountain Brook, AL 35213  
February 22, 2016 6:30pm**

- 1. Overtime grant for Police Department-Chief Cook (See attached information. This item may be added to the formal agenda.)**
- 2. Memorandum with Jefferson County for storm debris removal-Ronnie Vaughn. (See attached information)**
- 3. Executive Session**

# EAST CENTRAL ALABAMA HIGHWAY SAFETY OFFICE

700 FOX TRAIL • OPELIKA, AL 36801 • PHONE # 334-705-5455

## Traffic Enforcement Agreement

**Fiscal Period: October 01, 2015 – September 30, 2016**

*(NOT the same as a grant's authorized spending period during this Agreement Period)*

This agreement is entered into by East Central Alabama Highway Safety Office, located at the City of Opelika, hereinafter referred to as "ECAHSO", and the governing entity of the law enforcement department of the following:

**Mountain Brook Police Department**, hereinafter referred to as "AGENCY", for official participation in the East Central Alabama Highway Traffic Safety Office Program grant and/grants, and are at allowable rates of pay, plus allowable FICA fringe, for traffic safety enforcement. The term of this agreement will be from **October 01, 2015 through September 30, 2016; however, the agreement period may not be the same as the grant's authorized spending period during the fiscal year.**

Upon approval of grant(s), funding and authorized spending periods will be made available to the AGENCY through the CORE reporting system by ECAHSO. **This Agreement for ECAHSO Grant Participation is not a notice of grant funding approval, but is required for the AGENCY's receipt of grant funding.**

**NO AGENCY** will be approved to receive traffic enforcement funding without having entered into this agreement with the East Central Alabama Highway Safety Office. **NO AGENCY** will be approved to receive overtime enforcement funding without having an approved overtime policy adopted by its GOVERNING ENTITY. If an agency does not have an approved overtime policy, its GOVERNING ENTITY may agree to adopt the one attached to this agreement, which meets the minimum requirements set forth to participate in this program. If an AGENCY is awarded grant traffic enforcement funds, the authorized spending dates and amounts will be recorded on the CORE reporting system and will include information such as the grant's/grants' name and number, as well as the CFDA number that applies to each specific grant.

After the initial notification of funding allocation is made to the AGENCY, any adjustments in the funding level, time period, and/or scope of this agreement and/or the grant(s); will only be accomplished through the CORE reporting system website by the ECAHSO.

ECAHSO has the authority to rescind the AGENCY's grant funding at any time, even without voluntary release of such funds by the AGENCY, due to non-compliance, non-expenditure, lack of submitted reimbursement claims, or for any other reason deemed necessary by ECAHSO.

**Each agency will be responsible for keeping on file ALL paperwork pertaining to each grant that a reimbursement claim is filed.** ADECA reserves the right to audit any agency at any time to assure that all documents that have been submitted are correct. Documents that should be kept on file by the agency are as follows; (1.) contract with ECAHSO, (2.) CORE Project Reimbursement Form, (3.) CORE Roll-Up form, (4.) CORE signed contact report(s) for each person claiming reimbursement hours on the grant, (5.) copy or electronic image of every citation and warning citation claimed on the grant, (6.) time sheets or time cards identifying regular hours worked and overtime hours worked on traffic grant, (7.) City or County overtime policy. The above mentioned paperwork should be kept on file by each agency for no less than 3 years from the date of the grant enforcement period. Each agency will be notified if a file audit is requested. Any agency that unable to produce **ALL** forms required to verify the claims that have been submitted to the ECAHSO, will be required to refund **ALL** funds that were reimbursed on the grant in question.

**Reimbursement claims (CORE forms or an email if no activity) are required to be submitted to ECAHSO once per month, by the 10<sup>th</sup> of the month, whether grant activity occurred during the previous month or not, to allow ECAHSO to have an accurate account of activity in the region.**

The Chief Law Enforcement Official will serve as the AGENCY Representative unless he or she delegates the responsibility. The Chief Law Enforcement Official may appoint a department representative to be the AGENCY Representative if he or she chooses. The AGENCY Representative will also serve as the primary contact person for communications and correspondence between the AGENCY and ECAHSO. If the AGENCY Representative is designated as someone other than the Chief Law Enforcement Official, this person must be identified within this Agreement (or by notification of change if after this Agreement has been signed).

The AGENCY is solely and exclusively responsible for all expenditure documentation submitted to ECAHSO and shall ensure the accuracy of all such documentation and reports submitted, including but not limited to, hours reported, computation of salary/fringe benefits and reimbursement, and pay rates. The AGENCY shall hold harmless and indemnify ECAHSO from and against any loss, claim for reimbursement, or any claim what so ever in any way, relating to any error or omission in the reimbursements claimed, documentation and reports submitted, and/or grant funds distributed in reliance thereon.

The AGENCY, in performance of its operations and obligations, shall not be deemed to be an agent of ECAHSO, but shall be an independent contractor in every respect. The AGENCY is solely responsible for the acts and omissions of its employees and agents. ECAHSO assumes no responsibility for the manner in which or means by which the AGENCY performs its activities pursuant to this agreement

Subject to the terms of the grant, ECAHSO agrees to reimburse the AGENCY, subject to availability of grant funds, for the actual traffic enforcement worked under a ECAHSO grant project, provided the activity is documented in accordance program requirements, as set forth by ECAHSO, with final approval by ADECA, and in accordance with funding guidelines. All commitments for reimbursement shall be limited to the availability of grant funds.

**Signatures required:**

<b>Signature of AGENCY's Authorizing Official</b> <i>(Mayor/Comm. Chair) authorized to enter Agreement</i>	<b>Printed Name of Authorizing Official and Title</b> <i>(Mayor/Comm. Chair)</i>
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<b>Signature of AGENCY's Chief Law Enforcement Official</b> <i>(Chief of Police or Sheriff)</i>	<b>Printed Name of Chief LE Official and Title</b> <i>(Chief/Sheriff)</i>
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<b>Signature of AGENCY Representative for ECAHSO</b> <i>(If applicable, as designated by Chief LE Official)</i>	<b>Printed Name of Representative for ECAHSO and Title</b>
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<b>Signature of Region Director</b> East Central Alabama Highway Safety Office	<b>Terry J. Henderson</b> Printed Name of Region Director
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## Highway Traffic Safety



The Highway Traffic Safety area of the division administers grant funding to reduce traffic-related injuries and fatalities.

Grants help fund enforcement campaigns that focus on speed, impaired driving and promote the use of seat belts and proper child restraints.

Funding is also available for State Traffic Safety Information System Improvements for integrated data collection across multiple state agencies.

Alabama residents are able to receive more effective medical care in the event of a crash through the administration of the Yellow Dot Program.

ADECA partners with many entities to promote highway traffic safety around the state. The website [www.SafeHomeAlabama.gov](http://www.SafeHomeAlabama.gov) compiles data and information from many sources to give an overview of traffic safety in Alabama. A website with information on child passenger safety in Alabama can be found at [www.cpsalabama.org](http://www.cpsalabama.org).

The National Highway Traffic Safety Administration has posted a "High Visibility Enforcement Toolkit" designed to assist law enforcement agencies, communities and states in implementing and enhancing their enforcement efforts. [Click here to access it](#).

The following highway traffic safety programs are funded through ADECA:

[Occupant Protection](#)

[State Traffic Safety Information System Improvements](#)

[Impaired Driving Countermeasures](#)

[Highway and Traffic Safety Programs](#)

[Yellow Dot Program](#)

### Occupant Protection (Section 405b, MAP-21)

#### "Click It or Ticket" Campaign



This national seat belt enforcement campaign generally occurs close to Memorial Day. Law enforcement agencies around the country have officers working overtime to remind drivers of safety belt importance. Alabama's seat belt law is a "primary" law, allowing officers to ticket a driver without any other traffic violation taking place. There is also a corresponding media campaign to bring public awareness. For more information on this program, along with statistics and important dates, [click here](#).

#### Statewide "Click It or Ticket" (Surveys, Analysis, Certification and Final Report)

Highway Traffic Safety conducts pre- and post-campaign surveys for seat belt programs and evaluates several types of survey information regarding seat belt and child restraint usage rates as part of the "Click It or Ticket" campaign. The program consists of waves of surveys, enforcement and media blitzes, carefully scheduled to maximize public understanding of restraint use.

#### Child Passenger Safety Training and Coordination

Education and coordination of child safety seat clinics throughout Alabama are performed by the state Child Passenger Safety Coordinator. These training classes are available to the public who are interested in becoming first time technicians and also serve as opportunities for re-certification and renewals for trained technicians. Fitting stations throughout the majority of the state are available to the public. The technicians will ensure the child passenger restraints are installed correctly.

### State Traffic Safety System Improvements (Section 405c, MAP-21)

#### Traffic Safety Records Improvement Program

Highway Traffic Safety will continue funding for the development of several projects such as a data entry system for EMS data for use in the field called RESCUE, continuing work on the EMS analysis portal, the SAFETY portal and other analysis portals, completing and deploying MapClick which is the new mapping tool in MOVE, developing CARE cloud datasets and developing a DUI/citation tracking system. These systems improve the state's data collection relating to traffic citations, driver history, statewide traffic analysis, court adjudication and emergency medical services. Eligible applicants include state government agencies.

### Impaired Driving Countermeasures (Section 405d, MAP-21)

#### "Drive Sober Or Get Pulled Over" Campaign



Each year close to the Labor Day and New Year's holidays, law enforcement agencies around the country participate in this national campaign to curb drunken driving. Highway Traffic Safety also funds a corresponding media campaign. For more details on the campaign, along with statistics and important dates, [click here](#).

**Impaired Driving Selective Traffic Enforcement Program**

There will be local and statewide Alcohol High Visibility Enforcement projects throughout the year. Each of these projects will focus on alcohol related Hotspot crashes and problem locations that have been identified across the state. By conducting these HVE projects, additional efforts can be focused on the reduction of impaired driving related crashes. The enforcement effort is data driven, which will prevent traffic violations, crashes, and crash fatalities and injuries in locations most at risk. The enforcement program will continuously be evaluated and the necessary adjustments will be made.

**Highway and Traffic Safety Programs**

**Highway Safety Grant Program (Section 402, MAP-21)**

This grant program (Section 402) is administered on the state level by ADECA and on the federal level by NHTSA and the Federal Highway Administration. The funding is provided for alcohol education, police traffic services, safe community programs and public traffic safety initiatives. Eligible applicants include the Alabama Department of Public Safety and the state's regional highway safety offices.

**Community Traffic Safety Program (Section 402, MAP-21)**

ADECA currently supports the operations of four regional Community Traffic Safety Program (CTSP) coordinators throughout the state. The major focus of the CTSPs is involved with assuring the effective execution of evidence-based high visibility enforcement efforts by participating law enforcement agencies in the region. Regional offices also serve as extensions of the state highway safety office and are concerned with the traffic safety issues in their area.

For a map of the CTSP regions, [click here](#).

**Yellow Dot Program**

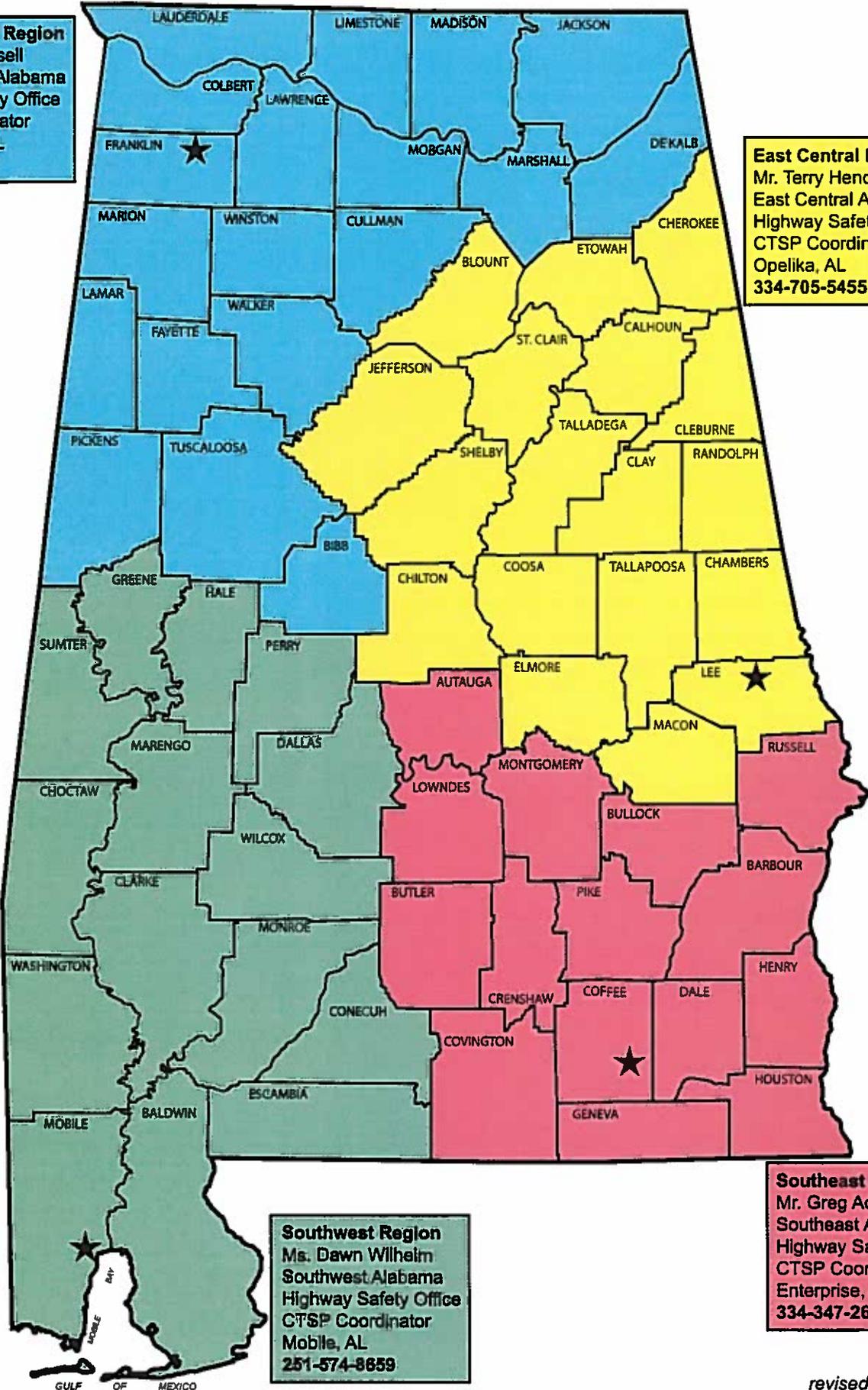
The Yellow Dot program is the first program of its kind in the state. It is designed to assist Alabama residents and first responders in the event of an automobile crash or other medical emergency involving the participant's vehicle. The program can help save lives during the critical "golden hour" by improving communication at a time when accident victims may be unable to communicate for themselves. For more information on the program, participating counties and where to enroll, [click here](#).



# Alabama Community Traffic Safety Program Regional Offices

**North Central Region**  
 Mr. Eddie Russell  
 North Central Alabama  
 Highway Safety Office  
 CTSP Coordinator  
 Russellville, AL  
 258-332-1138

**East Central Region**  
 Mr. Terry Henderson  
 East Central Alabama  
 Highway Safety Office  
 CTSP Coordinator  
 Opelika, AL  
 334-705-5455



**Southwest Region**  
 Ms. Dawn Wilhelm  
 Southwest Alabama  
 Highway Safety Office  
 CTSP Coordinator  
 Mobile, AL  
 251-574-8659

**Southeast Region**  
 Mr. Greg Adams  
 Southeast Alabama  
 Highway Safety Office  
 CTSP Coordinator  
 Enterprise, AL  
 334-347-2623

## SHSO Programs & Funding

[State Highway Safety Offices](#) (SHSOs) administer a variety of grant programs that are authorized and [funded](#) through federal legislation.



## Highway Safety Programs

The Highway Safety Act of 1966 authorized the first federal highway safety program—the State and Community Highway Safety Grant Program (or [Section 402](#)). Since then, Congress has revised national highway safety grant programs many times through reauthorizing legislation, creating new incentive grants, penalties and sanctions.

### MAP-21 Behavioral Highway Safety Programs

[Moving Ahead for Progress in the 21st Century](#) (MAP-21) is the surface transportation bill that authorizes the federal surface transportation programs – including highway safety programs – for Federal Fiscal Years 2013 and 2014. (The federal fiscal year runs from Oct. 1 through Sept. 30.) It is currently operating under a special extension.

#### [Section 402](#)

State and Community Highway Safety Grant Program

#### [Section 154](#)

Open Container Transfer Provision

#### [Section 164](#)

Repeat Offender Transfer Provision

#### [Section 405](#)

National Priority Safety Program

*Includes sub-sections for:*

impaired driving

occupant protection

traffic records

motorcyclist safety

distracted driving

graduated driver licencing

### SAFETEA-LU Behavioral Highway Safety Programs

[The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users](#) (SAFETEA-LU) authorized highway safety programs for Federal Fiscal Years 2006 - 2009. It operated under special extensions until it was replaced by MAP-21 in 2012.

#### [Section 402](#)

State and Community Highway Safety Grant Program

#### [Section 405](#)

Occupant Protection Incentive Grants

#### [Section 406](#)

Safety Belt Performance Grants

#### [Section 408](#)

State Traffic Safety Information System Improvement Grants

#### [Section 410](#)

Alcohol-Impaired Driving Countermeasure Incentive Grants

#### [Section 154](#)

Open Container Transfer Provision

#### [Section 164](#)

Repeat Offender Transfer Provision

#### [Section 1906](#)

Racial Profiling Prohibition Grants

#### [Section 2010](#)

Motorcyclist Safety Grants

#### [Section 2011](#)

Child Safety and Child Booster Seat Incentive Grants

## Highway Safety Funding

State highway safety programs are funded through federal appropriations. [State laws](#) can impact the amount and type of funding that states receive for different programs.

The charts linked below summarize the amount of highway safety funding allocated to the states and territories from FY 2006 through FY 2015. Amounts are broken down by program.

[FY 2015](#)

[FY 2014](#)

[FY 2013](#)

[FY 2012](#)

[FY 2011](#)

[FY 2010](#)

[FY 2009](#)

[FY 2008](#)

[FY 2007](#)

[FY 2006](#)

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## Section 402 State and Community Highway Safety Grant Program



[All State Highway Safety Grant Programs](#)

### History and Administration

The State and Community Highway Safety Grant Program, commonly referred to as Section 402, was initially authorized by the Highway Safety Act of 1966 and has been reauthorized and amended a number of times since then, most recently under MAP-21, with relatively few changes from SAFETEA-LU.

The program is jointly administered by the [National Highway Traffic Safety Administration](#) (NHTSA) and the [Federal Highway Administration](#) (FHWA) at the federal level and by the [State Highway Safety Offices](#) (SHSO) at the state level.

### Purpose

The Section 402 program provides grants to states to improve driver behavior and reduce deaths and injuries from motor vehicle-related crashes.

### Requirements

Under MAP-21, states are required to have a highway safety program that is approved by the Secretary. Funds can be spent in accordance with national guidelines for programs to:

- Reduce [impaired driving](#)
- Reduce [speeding](#)
- Encourage the use of [occupant protection](#)
- Improve [motorcycle safety](#)
- Improve [pedestrian and bicycle safety](#)
- Reduce school bus deaths and injuries
- Reduce crashes from unsafe driving behavior
- Improve enforcement of traffic safety laws
- Improve driver performance
- Improve [traffic records](#)
- Enhance emergency services

In addition, states may (but are not required to) spend 402 funds on [teen driver programs](#). If they do choose to fund these programs, they must fund peer-to-peer and prevention strategies. No 402 funds can be spent on the implementation of [automated enforcement](#) programs.

States must agree to three new assurances (that is, certifications) under MAP-21, in addition to the assurances required under SAFETEA-LU. These focus on state participation in national mobilizations, establishment of a data-driven enforcement program and coordination of the plan required under Section 402 with the state's [Strategic Highway Safety Plan](#) (required under a different section of MAP-21).

\$2.5 million of Section 402 funds are earmarked for a national cooperative research program.

States must submit an annual [Highway Safety Plan](#) (HSP) which must be data-driven and set quantifiable, annual performance targets for 15 performance measures. The plan must include strategies that will allow the state to meet its performance targets and must describe its successes in meeting its performance targets in the previous fiscal year.

States are required to submit their Section 402 and [Section 405](#) consolidated grant application by July 1 of each fiscal year. The National Highway Traffic Safety Administration (NHTSA) will have 60 days to review and approve or disapprove the consolidated grant application.

## Funding

Funds are apportioned to the states under the same formula as SAFETEA-LU: 75% population and 25% road-miles. At least 40% of Section 402 funds must be spent by local governments or be used for the benefit of local governments.

MAP-21 authorizes funding for the 402 program at \$235 million each year in FY 2013 and FY 2014. Fiscal Year funding under SAFETEA-LU (FY 2006 - FY 2012) and MAP-21 (FY 2013 - FY 2014) is illustrated in the charts below. Click on a column header to see all federal highway safety funding for that fiscal year.

State	MAP-21		
	FY 2013	FY 2014	FY 2015 <sup>1</sup>
Ala.	3,845,784	3,814,087	2,533,606
Alaska	1,755,375	1,742,755	1,160,258
A.S.	585,125	580,925	386,753
Ariz.	4,159,187	4,127,809	2,755,055
Ark.	2,874,430	2,848,431	1,904,509
Calif.	21,364,907	21,246,578	14,130,249
Colo.	3,788,830	3,757,892	2,497,101
Conn.	2,118,076	2,101,410	1,398,176
Del.	1,755,375	1,742,775	1,160,258
D.C.	1,755,375	1,742,775	1,160,258
Fla.	11,266,225	11,179,101	7,437,854
Ga.	6,649,181	6,621,264	4,429,003
Guam	585,125	580,925	386,753
Hawaii	1,755,375	1,742,775	1,160,258
Idaho	1,755,375	1,742,775	1,160,258
Ill.	8,471,426	8,468,758	5,642,236
Indian Ntns.	4,681,000	4,647,400	3,094,022
Ind.	4,649,790	4,613,718	3,068,394
Iowa	3,139,451	3,110,825	2,064,371
Kan.	3,403,679	3,372,309	2,237,687
Ky.	3,309,842	3,282,777	2,183,464
La.	3,164,552	3,133,943	2,083,830
Maine	1,755,375	1,742,775	1,160,258
Md.	3,389,295	3,363,752	2,238,018
Mass.	3,838,830	3,809,495	2,534,454
Mich.	6,728,737	6,672,725	4,436,465
Minn.	4,626,807	4,587,163	3,045,330
Miss.	2,554,080	2,532,147	1,680,864
Mo.	4,878,029	4,839,494	3,213,606
Mont.	1,755,375	1,742,775	1,160,258
Neb.	2,229,498	2,210,655	1,466,096
Nev.	1,886,842	1,894,828	1,273,537
N.H.	1,755,375	1,742,775	1,160,258
N.J.	5,022,294	4,984,731	3,316,520
N.M.	1,998,058	1,979,668	1,336,006
N.Y.	11,460,515	11,373,068	7,565,222
N.C.	6,326,297	6,277,277	4,174,270
N.D.	1,755,375	1,742,775	1,160,258
M.P.	585,125	580,925	386,753
Ohio	7,586,718	7,525,412	5,003,111
Okla.	3,476,593	3,445,134	2,288,198
Ore.	2,772,328	2,750,489	1,936,362

## Section 402 State and Community Highway Safety Grants

Pa.	8,132,253	8,067,838	5,365,096
P.R.	2,129,387	2,122,626	1,412,105
R.I.	1,755,375	1,742,775	1,160,258
S.C.	3,271,956	3,247,945	2,158,411
S.D.	1,755,375	1,742,775	1,160,258
Tenn.	4,557,808	4,519,861	3,003,727
Texas	17,150,974	17,013,424	11,308,870
Utah	2,041,186	2,027,352	1,350,372
Vt.	1,755,375	1,742,775	1,160,258
V.I.	585,125	580,925	386,753
Va.	5,108,782	5,069,487	3,372,149
Wash.	4,587,465	4,551,441	3,012,305
W.Va.	1,755,375	1,742,775	1,160,258
Wis	4,493,160	4,455,137	2,959,845
Wy.	1,755,375	1,742,775	1,160,258
<b>Total \$</b>	<b>234,049,999</b>	<b>232,370,000</b>	<b>154,701,123</b>

<sup>1</sup> FY 2015 authorized through May 31, 2015 only.

State	SAFETEA-LU						
	FY 2006	FY 2007	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012
Ala.	3,608,017	3,679,651	3,690,222	3,860,407	3,856,400	3,808,758	3,860,802
Alaska	1,073,507	1,099,350	1,686,525	1,761,525	1,761,525	1,761,525	1,761,525
A.S.	536,753	549,675	562,175	587,175	587,175	587,175	587,175
Ariz.	3,497,557	3,600,940	3,566,418	3,724,875	3,720,276	4,161,471	4,164,699
Ark.	2,695,382	2,756,423	2,773,530	2,899,449	2,898,965	2,891,000	2,887,159
Calif.	20,358,137	20,841,918	20,451,688	21,364,288	21,376,394	21,447,553	21,443,790
Colo.	3,422,464	3,507,390	3,496,740	3,649,569	3,647,419	3,806,281	3,803,760
Conn.	2,098,888	2,149,098	2,112,181	2,205,640	2,205,755	2,126,507	2,125,354
Del.	1,073,507	1,099,350	1,686,525	1,761,525	1,761,525	1,761,525	1,761,525
D.C.	1,073,507	1,099,350	1,686,525	1,761,525	1,761,525	1,761,525	1,761,525
Fla.	10,109,434	10,360,803	10,214,350	10,655,459	10,648,624	11,310,058	11,308,359
Ga.	5,889,764	6,035,692	5,986,828	6,254,917	6,293,657	6,654,565	6,667,220
Guam	536,753	549,675	562,175	587,175	587,175	587,175	587,175
Hawaii	1,073,507	1,099,350	1,686,525	1,761,525	1,761,525	1,761,525	1,761,525
Idaho	1,296,592	1,326,009	1,686,525	1,761,525	1,761,525	1,761,525	1,761,525
Ill.	8,440,229	8,639,780	8,536,132	8,910,629	8,909,651	8,512,149	8,505,377
Indian Ntns.	4,294,026	4,397,400	4,497,400	4,697,400	4,697,400	4,697,400	4,697,400
Ind.	4,478,431	4,589,851	4,571,991	4,759,030	4,756,964	4,665,475	4,662,177
Iowa	3,025,774	3,095,204	3,113,394	3,247,265	3,243,100	3,158,119	3,153,642
Kan.	3,168,620	3,244,480	3,342,165	3,481,778	3,480,910	3,429,058	3,421,564
Ky.	3,158,798	3,239,844	3,225,075	3,369,347	3,368,440	3,323,538	3,323,180
La.	3,178,495	3,252,190	3,219,639	3,360,628	3,359,049	3,175,578	3,173,083
Maine	1,073,507	1,099,350	1,686,525	1,761,525	1,761,525	1,761,525	1,761,525
Md.	3,237,794	3,316,360	3,258,565	3,404,680	3,404,603	3,391,537	3,390,994
Mass.	3,866,587	3,959,515	3,887,977	4,059,963	4,059,880	3,853,127	3,852,547
Mich.	6,900,407	7,048,850	6,973,065	7,274,870	7,270,998	6,755,003	6,754,159
Minn.	4,327,252	4,426,909	4,428,046	4,699,883	4,695,896	4,644,538	4,639,462
Miss.	2,474,600	2,532,623	2,531,997	2,643,663	2,644,321	2,566,626	2,564,625
Mo.	4,628,513	4,735,122	4,720,485	4,950,969	4,954,105	4,886,305	4,888,140
Mont.	1,371,742	1,400,104	1,686,525	1,761,525	1,761,525	1,761,525	1,761,525
Neb.	2,110,203	2,157,572	2,181,920	2,274,231	2,273,572	2,244,505	2,240,732
Nev.	1,507,235	1,550,291	1,686,525	1,761,525	1,761,525	1,868,169	1,869,685

## Section 402 State and Community Highway Safety Grants

N.H.	1,073,507	1,099,350	1,686,525	1,761,525	1,761,525	1,761,525	1,761,525
N.J.	5,005,514	5,129,873	5,029,867	5,254,171	5,252,614	5,037,446	5,041,398
N.M.	1,794,536	1,831,580	1,838,814	1,981,239	1,979,126	2,009,978	2,006,925
N.Y.	11,638,301	11,915,248	11,704,681	12,220,901	12,226,595	11,508,265	11,503,683
N.C.	5,633,697	5,770,870	5,715,545	5,975,238	5,980,760	6,346,500	6,347,823
N.D.	1,453,552	1,484,719	1,686,525	1,761,525	1,761,525	1,761,525	1,761,525
M.P.	536,753	549,675	562,175	587,175	587,175	587,175	587,175
Ohio	7,690,358	7,870,904	7,776,723	8,116,639	8,080,782	7,617,572	7,616,115
Okla.	3,292,977	3,369,999	3,380,662	3,522,680	3,523,796	3,501,636	3,492,897
Ore.	2,678,691	2,722,972	2,704,760	2,756,760	2,747,246	2,786,030	2,783,769
Pa.	8,135,906	8,326,807	8,222,136	8,585,361	8,583,135	8,200,445	8,174,544
P.R.	2,248,799	2,302,974	2,260,648	2,362,117	2,363,947	2,137,866	2,137,309
R.I.	1,073,507	1,099,350	1,686,525	1,761,525	1,761,525	1,761,525	1,761,525
S.C.	3,000,830	3,069,888	3,046,679	3,178,721	3,176,145	3,291,878	3,285,678
S.D.	1,472,738	1,509,078	1,686,525	1,761,525	1,761,525	1,761,525	1,761,525
Tenn.	4,191,984	4,307,904	4,286,259	4,466,953	4,478,971	4,549,282	4,558,549
Texas	15,070,584	15,432,463	15,306,079	15,978,702	15,974,123	17,204,728	17,224,842
Utah	1,744,772	1,795,754	1,789,109	1,872,995	1,877,938	2,041,021	2,042,506
Vt.	1,073,507	1,099,350	1,686,525	1,761,525	1,761,525	1,761,525	1,761,525
V.I.	536,753	549,675	562,175	587,175	587,175	587,175	587,175
Va.	4,715,036	4,830,829	4,771,851	4,984,827	4,999,384	5,128,104	5,127,562
Wash.	4,202,727	4,328,363	4,285,410	4,474,030	4,472,000	4,606,229	4,607,041
W.Va.	1,443,924	1,477,195	1,686,525	1,761,525	1,761,525	1,761,525	1,761,525
Wis	4,332,858	4,473,711	4,424,394	4,618,151	4,615,484	4,515,650	4,511,400
Wy.	1,073,507	1,099,350	1,686,525	1,761,525	1,761,525	1,761,525	1,761,525
<b>Total \$</b>	<b>214,701,300</b>	<b>219,870,000</b>	<b>224,870,000</b>	<b>234,870,000</b>	<b>234,870,000</b>	<b>234,870,000</b>	<b>234,870,000</b>

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## Section 402 SAFETEA-LU Fact Sheet

### STATE AND COMMUNITY HIGHWAY SAFETY GRANTS

Year	2005	2006	2007	2008	2009
Authorization	\$163.68 M	\$217 M	\$220 M	\$225 M	\$235 M

#### Program Purpose

Sections 2001 and 2002 of SAFETEA-LU reauthorize the State and Community Highway Safety formula grant program (Section 402 of chapter 4 of Title 23) to support State highway safety programs, designed to reduce traffic crashes and resulting deaths, injuries, and property damage. A state may use these grant funds only for highway safety purposes; at least 40 percent of these funds are to be expended by political subdivisions of the State.

#### Eligibility

A State is eligible for these formula grants by submitting a Performance Plan, which establishes goals and performance measures to improve highway safety in the State, and a Highway Safety Plan, which describes activities to achieve those goals. SAFETEA-LU amends Section 402 to require assurances from States that they will implement activities in support of national highway safety goals, including national law enforcement mobilizations; sustained enforcement of statutes addressing impaired driving, occupant protection, and speed; annual safety belt use surveys; and development of timely and effective statewide data systems.

Those jurisdictions defined as "States" in chapter 4 of Title 23 are eligible to receive Section 402 funds; this includes the 50 States, the District of Columbia, Puerto Rico, Virgin Islands, Guam, American Samoa, Commonwealth of the Northern Mariana Islands, and the Bureau of Indian Affairs.

#### Funding

Authorizes \$897 million for fiscal years 2006-2009.

The Section 402 formula is:

- 75 percent based on the ratio of the State's population in the latest Federal census to the total population in all States.
- 25 percent based on the ratio of the public road miles in the State to the total public road miles in all States.

The apportionment to each State is no less than one-half of one percent of the total 402 apportionment. Beginning in FY 2006, the apportionment to the Bureau of Indian Affairs is increased from three-quarters of one percent to 2 percent. The apportionment to the Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands is no less than one-quarter of one percent.

#### Program Administration

The National Highway Traffic Safety Administration will administer this program.

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U.S. DEPARTMENT OF TRANSPORTATION  
 National Highway Traffic Safety Administration  
 1200 New Jersey Avenue, SE  
 Washington, DC 20590  
 1-888-327-4236  
 1-800-424-9153 (TTY)

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# JEFFERSON COUNTY COMMISSION



**T. JOE KNIGHT**  
COMMISSIONER DISTRICT IV  
Suite 220  
716 Richard Arrington, Jr. Blvd. N  
Birmingham, Alabama 35203  
Telephone (205) 325-5070  
FAX (205) 325-4881

February 8, 2016

***RE: Jefferson County Debris MOU***

Dear Mayor and Council:

During the last five years we have had several events that have had a profound effect on many of our communities. For those of us in public office, we deal with the event and then face the daunting task of clean-up. The purpose of this letter is to provide information about the clean-up process following a disastrous event and things we can do to facilitate a coordinated effort in the future. Although the clean-up is the responsibility of the local government, most cities or counties do not have the resources to respond to a substantial natural disaster.

The Federal Emergency Management Agency (FEMA) offers assistance to cities, counties, states and other entities through its Public Assistance (PA) grant program. FEMA has recently published the first edition of the "FEMA Public Assistance Program and Policy Guide" that can be found at <https://www.fema.gov/public-assistance-policy-and-guidance>. All disasters that occur after January 1, 2016 are governed under these rules and regulations. Under these guidelines, the local government is faced with removing the debris and monitoring the clean-up. This often requires two separate contracts as one company may not do both.

Generally, FEMA will absorb 75% of the cost of public clean-up if the total damages in the state and local area reach a certain threshold. If the threshold is not met, FEMA will not offer assistance through this program. The remaining 25% of the cost is borne by the state and the local governments. Typically, the state will pick up 10% of the tab and the local entities pay 15% although these percentages sometimes vary.

Under FEMA's pilot program, FEMA will pay an additional 2% of the cost if a pre-event debris removal contract is in place. FEMA may also pay an additional percentage of the cost if the clean-up is completed within a certain timeframe.

FEMA does not provide money up front and thus, the local entity provides payment to its contractors, then seeks reimbursement through FEMA's PA program. Presently, FEMA is reviewing this program. Reimbursement is conditioned upon documented costs. There are many pitfalls that may result in FEMA discounting portions of a local government's claim and thus, proper documentation is an absolute must. Audits by FEMA are not uncommon.

The Alabama County Commission Association (ACCA) has prepared a state-wide plan under which counties can have a pre-qualified clean-up plan in place. By having pre-negotiated contracts in place for debris removal and monitoring, local governments are not faced with the burden, vexation and imponderables of having to bid these contracts in the midst of the trauma caused by a disastrous event. The local entities will know their costs in price per unit well before an event occurs. In addition, as outlined above, FEMA will pay an additional amount for having a pre-qualified contract in place.

The ACCA has divided the state into 7 regions. Jefferson County is in Region 6 along with St. Clair, Blount, Shelby, Talladega, Clay, Calhoun, Cleburne and Randolph. The bids for debris removal and monitoring have already been let for these regions. The debris removal contractor for our region is DRC Emergency Services, LLC from Mobile. (Exhibit A) The monitoring contractor is Thompson Consulting Services out of Lake Mary, Florida. Please find enclosed the prices for these services. (Exhibit B)

Any municipality in Jefferson County may employ these contractors without having to go through the bid process if the municipality has executed a Memorandum of Understanding (MOU) Agreement with Jefferson County. If the city and county do not have this MOU in place prior to an event, the city is not allowed to utilize the county's contract. The municipalities are not obligated to use the pre-negotiated contract and may bid their own contracts for removal and monitoring.

Please find enclosed the MOU (Exhibit C) that has been prepared by the ACCA for our region. These MOUs are similar throughout the state and are recognized by FEMA. If your city wishes to participate in this agreement, please have your council adopt this MOU and return a copy to my office as soon as possible by mail, hand delivery or electronically to:

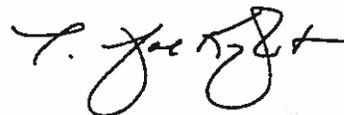
Zach Brooks, Administrative Assistant  
Commissioner Joe Knight  
Suite 220 Courthouse  
716 Richard Arrington Jr. Blvd N  
Birmingham, AL 35203

Email: [Brooksz@jccal.org](mailto:Brooksz@jccal.org)

Facsimile: (205) 325-4881

Hopefully, this information has been helpful. We certainly hope we never have to deal with this situation again, however, our history does not lend great confidence to that premise. If you have any questions, please let us know.

Best regards,



T. Joe Knight, Commissioner  
Vice-Chair, Jefferson Co. EMA

TJK/vd  
Enclosures: Exhibits A-E

# **Exhibit**

# **A**

**BID SUBMITTAL FORM**  
**Debris Removal Services Bid - Region 6**

Company Name: DRC Emergency Services, LLC

Address: P.O.Box 82319, Mobile, Alabama 36608

Bid Submitted by: Marc Watkins  
 (Name of company representative)

Title: Vice President of Estimating e-mail address: Mwatkins@drcusa.com

Phone: 251-343-3581 Fax: 251-343-5554

<b>BID PRICING</b>					
<b>Alabama County Joint Bid Program</b>					
<b>Disaster Debris Removal Bid for Region <u>6</u></b>					
ITEM	Est. QTY	DESCRIPTION	UNITS	UNIT PRICE	AMOUNT
001.	N/A N/A N/A N/A	Removal and Disposal of Eligible Vegetative Debris at Debris management site (see note no. 1)	Cubic Yard	\$6.86	\$6.86
		Haul Range - 0 to 15 miles		\$7.38	\$7.38
		Haul Range - 16 to 30 miles		\$8.11	\$8.11
		Haul Range - 31 to 60 miles		\$8.91	\$8.91
		Haul Range - Greater than 60 miles			
002.	N/A N/A N/A N/A	Removal and Disposal of Eligible Construction & Demolition (C&D) debris to approved Landfill (see note no. 1)	Ton	\$56.92	\$56.92
		Haul Range - 0 to 15 miles		\$58.92	\$58.92
		Haul Range - 16 to 30 miles		\$81.92	\$81.92
		Haul Range - 31 to 60 miles		\$84.92	\$84.92
		Haul Range - Greater than 60 miles			
003.	N/A	Air Curtain Burning Vegetative Debris At Debris management site (including cost of Ash Removal & Disposal)	Cubic Yard	\$3.60	\$3.60
004.	N/A	Chipping or Grinding Debris at Debris management site (including cost of Reduced Debris Removal & Disposal)	Cubic Yard	\$8.95	\$8.95
005.	N/A	Stump Extraction (see note no. 2) Diameter - larger than 24" to 36"	Each	\$150.00	\$150.00

	N/A N/A	Diameter – larger than 36" to 48" Diameter – larger than 48"	Stump	\$200.00 \$250.00	\$200.00 \$250.00
006.	N/A	Stump Fill Dirt (Fill dirt for stump holes after removal)	Cubic Yard	\$15.00	\$15.00
007.	N/A N/A N/A N/A N/A	Flush Cutting Hazardous Trees (see note no. 3 and 4) 6" – 12" diameter 13" – 24" diameter 25" – 36" diameter 37" – 48" diameter 49" diameter and up	Each Tree	\$90.00 \$95.00 \$170.00 \$280.00 \$340.00	\$90.00 \$95.00 \$170.00 \$280.00 \$340.00
008.	N/A	Trees with Hazardous Hanging Limbs (2" diameter limbs and up) Hazardous hanging limb removal	Each Tree	\$70.00	\$70.00
009.	N/A	Freon Recovery and Recycling	Each Unit	\$25.00	\$25.00
010.	N/A	Pick up and Disposal of "White Goods"	Each Unit	\$25.00	\$25.00
011.	N/A	Dead Animal Collection, Transport and Disposal	Per Pound	\$1.00	\$1.00
012.	N/A	Electronic Waste	Each Unit	\$35.00	\$35.00
013.	N/A	Household Hazardous Waste (HHW) HHW Removal and Disposal	Per Pound	\$4.95	\$4.95
014.	N/A	Waterway Debris Removal	Per Cubic Yard	\$28.50	\$28.50
015.	N/A	Sand and Silt Removal	Per Cubic Yard	\$9.00	\$9.00
016.	N/A	Vehicle Removal	Each	\$195.00	\$195.00
017.	N/A	Vessel Removal (Land)	Linear Foot	\$25.00	\$25.00
018.	N/A	Vessel Removal (Marine)	Linear Foot	\$50.00	\$50.00
019.	N/A	Blowaste Removal	Pound	\$7.95	\$7.95

note No. 1: Haul distances shall be calculated using a straight line distance from the loading area to the nearest approved reduction site or landfill.

note No. 2: Stump/tree diameter measured 2 feet up from ground line.

note No. 3: Flush cutting is defined as level to the ground line.

note No. 4: Tree diameter measured 4.5 feet up from ground line.

# **Exhibit**

# **B**

**BID SUBMITTAL FORM**  
**Monitoring Services Bid - Region 6**

Company Name: Thompson Consulting Services

Address: 1135 Townpark Avenue, Suite 2101

Lake Mary, Florida 32746

Bid Submitted by: Nate Counsel

(Name of company representative)

Title: Vice President

e-mail address: ncounsel@thompsoncs.net

Phone: 407-792-0018

Fax: 407-878-7858

Item	Description	Unit Price (Hourly Rate)	Amount
001.	Fixed Site Monitoring	\$ 34.00	\$ 34.00
002.	Field Debris Monitoring	\$ 35.00	\$ 35.00
003.	Project Manager	\$ 45.00	\$ 45.00
004.	Clerical Staff	\$ 15.00	\$ 15.00
005.	Clerical Supervisor	\$ 20.00	\$ 20.00

# **Exhibit**

# **C**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE JEFFERSON COUNTY COMMISSION  
AND THE CITY OF \_\_\_\_\_  
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 \_\_\_\_\_ 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 \_\_\_\_\_ City Council have adopted resolutions agreeing to enter into this memorandum of understanding between the Jefferson County Commission and the city of \_\_\_\_\_, which resolutions are attached hereto and incorporated by reference; and

WHEREAS, the Jefferson County Commission and the city of \_\_\_\_\_, 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 \_\_\_\_\_ 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 \_\_\_\_\_ 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 \_\_\_\_\_ until December 31, 2016, but may be renewed upon mutual consent of both parties approved in writing by both parties no later than December 1, 2016.

Executed on this the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
James A. (Jimmie) Stephens, President  
Jefferson County Commission

\_\_\_\_\_  
\_\_\_\_\_, Mayor  
City of \_\_\_\_\_

# **Exhibit**

# **D**

## **REGION 6 CONTRACT FOR DEBRIS REMOVAL SERVICES**

### **INTRODUCTION**

The Association of County Commissions of Alabama (hereinafter "the Association") recently 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 Blount, Calhoun, Clay, Cleburne, Jefferson, Randolph, St. Clair, Shelby 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 July 31, 2015 and on August 27, 2015, 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, J.D. Hess, and DRC Emergency Services LLC, hereinafter referred to as "the 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 previously entered into a written memorandum of understanding that meets FEMA guidelines 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;
  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 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 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 agree 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. Both parties agree that the activating county may limit the scope or type of debris to be removed by the contractor and that the debris removal services contractor shall not perform any work in an area that has not been specifically assigned to the contractor by the activating county.
19. 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;
20. 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;
21. Both parties agree that this contract shall be in full force and effect from November 1, 2015 to October 31, 2016.

### **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.

### **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.

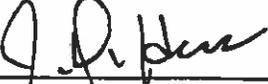
This contract shall be terminated for cause if the contractor defaults in the performance of any of the terms of this agreement, including but not limited to: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third party claims filed or

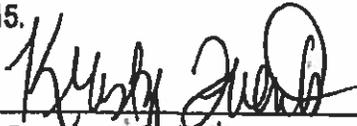
reasonable evidence that a claim will be filed, or other reasonable cause; or otherwise fails to cure any other deficiency identified by an activating county within 24 hours of delivery of notice of said deficiency. Under the terms of this agreement, the contractor is in default if he or she fails to 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 inures 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 8<sup>th</sup> day of October, 2015.

  
\_\_\_\_\_  
J.D. Hess, Chairperson  
Calhoun County Commission

  
\_\_\_\_\_  
Vice President Secretary, DRC Emergency  
Kristy Fuentes

# **Exhibit**

# **E**

## **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 Blount, Calhoun, Clay, Cleburne, Jefferson, Randolph, St. Clair, Shelby 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 July 31, 2015 and on August 27, 2015, the Calhoun County Commission awarded the regional debris removal monitoring services contract for Region 6 to Thompson Consulting Services 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 Thompson Consulting Services, including the Invitation to Bid, is attached hereto as Exhibit A and incorporated herein by reference. By executing this agreement, Thompson Consulting Services 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, J.D. Hess, and Thompson Consulting Services, 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 previously 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 Region 6;
  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 that once the contract is activated, the Contractor shall provide the services set out in the Bid Specifications to the extent necessary to meet the needs of the county.
  8. 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;
  9. 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;.
  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 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 agree 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, 2015 to October 31, 2016.

### **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.

### **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.

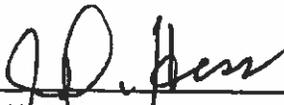
This contract shall be terminated for cause if the contractor defaults in the performance of any of the terms of this agreement, including but not limited to: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third party 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 inures 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 8<sup>th</sup> day of October, 2015.

  
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J.D. Hess, Chairperson  
Calhoun County Commission

  
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Vice President, Thompson Consulting Services  
Nate Counsell