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**AGENDA**

**SPECIAL SESSION – 6:00 P.M.**

- 1. CALL TO ORDER**
- 2. PLEDGE & PRAYER**
- 3. ROLL CALL**
- 4. OLD BUSINESS** <sup>9017</sup>  
A. Resolution No. ~~9016~~ – Resolution Authorizing Mayor to Execute A  
Cooperative Agreement Between Jefferson County, Alabama and the City of Tarrant  
for the Purchase of a Fire Apparatus.
- 5. ADJOURN**

**CITY COUNCIL OF CITY OF TARRANT, ALABAMA**

**RESOLUTION NO. 9017**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE  
A COOPERATIVE AGREEMENT BETWEEN JEFFERSON  
COUNTY, ALABAMA AND THE CITY OF TARRANT FOR THE  
PURCHASE OF A FIRE APPARATUS**

**BE IT RESOLVED** by the City Council of the City of Tarrant, Alabama while in special session on Wednesday, May 31, 2023 at 6:00 p.m. as follows:

WHEREAS, in January 2022, the City Council of the City of Tarrant approved the submission of an application for Community Development Block Funds ("CDBG"), along with a commitment for matching funds, to Jefferson County Department of Community Services; and

WHEREAS, the application has now been approved for the purchase of a new 2023 Spartan FC-94 Pumper and funds in the amount of \$304,279 have been awarded to the City of Tarrant for same; and

WHEREAS, the Cooperative Agreement is attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, a 2023 Spartan FC-94 Pumper has been located through Peach State Emergency Vehicles, as a member of the Sourcewell Cooperative Purchasing Advantages for the amount of \$495,421.00. Said amount shall be paid as follows: \$304,279 from the Jefferson County Commission, \$175,000 from the Tarrant General Fund (pursuant to Resolution 8850, passed by the City Council of the City of Tarrant on December 6, 2021 (attached hereto)) and all remaining amounts paid from the capital purchase account for the Tarrant Fire Department; and

WHEREAS, pricing received through Peach State Emergency Vehicles was the lowest of the quotes received for comparable apparatus'; and

WHEREAS, to ensure that all HUD requirements regarding the award of these funds are met in a timely manner, this matter must be placed for final signature on the June 8, 2023 agenda for the Jefferson County Commission by Thursday, June 1, 2023.

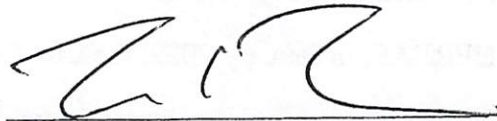
**THEREFORE, BE IT RESOLVED** by the City Council of the City of Tarrant, Alabama while in special session on Wednesday, May 31, 2023 as follows:

1. That the preamble as set forth above is adopted, ratified, and incorporated as if fully set out herein.
2. That the Mayor is hereby authorized to execute a Cooperative Agreement, pursuant to review by the City Attorney for the City of Tarrant (attached hereto as Exhibit A and incorporated as if fully set forth herein), between the City of Tarrant and the Jefferson County Commission authorizing the receipt of grant funds in the amount of \$304,279 for the purpose of the purchase of a new 2023 Spartan Fire Apparatus.
3. That the Mayor is hereby authorized to execute a purchase agreement between Peach State Emergency Vehicles and the City of Tarrant for the purchase of a new 2023 Spartan FC-94 Pumper in the amount of \$495,421.00 (pursuant to review by City Attorney for the City of Tarrant) with said amounts to be paid as follows: \$304,279, to be paid to Peach State

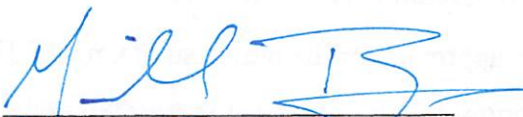
Emergency Vehicles as down payment within 10 days of receipt of same from Jefferson County Commission; \$175,000 to be paid from the Tarrant General Fund pursuant to Resolution 8850, as passed by the City Council of the City of Tarrant on December 6, 2023; with any remaining balance to be paid from the capital purchase account for the Tarrant Fire Department.

ADOPTED THIS THE 31<sup>st</sup> Day of MAY, 2023.

APPROVED:

  
Wayman Newton, Mayor

ATTEST:


  
Michael Bryman Acting City Clerk

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)  
JEFFERSON COUNTY)

I, Michael Bryman, 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 and legally adopted by the City Council of the City of Tarrant, Alabama, while in special session on Wednesday, May 31, 2023, and the same appears of record in the minute book of said date of said City.

Witness my hand and seal of office this 31st day of May, 2023.

  
Michael Bryman, Acting City Clerk



AGREEMENT BETWEEN  
JEFFERSON COUNTY, ALABAMA  
AND  
CITY OF TARRANT

STATE OF ALABAMA)  
JEFFERSON COUNTY)

PART I: PROJECT CONTRACT AGREEMENT

This Agreement is entered into upon execution by the Jefferson County Commission as noted by the Minute Clerk stamp, by and between Jefferson County, Alabama, which will be represented by its Office of Community Services, hereinafter called the COUNTY, and the CITY OF TARRANT, hereinafter called the ENTITY.

WHEREAS, the COUNTY and the ENTITY desire to enter into an Agreement that provides for the Tarrant Fire Apparatus Project (CD22-03O-M04-TFA) through the use of \$304,279.00 in Federal Community Development Block Grant (CDBG) Funds with the ENTITY responsible for the remainder, and hereby agree as follows:

W I T N E S S E T H:

FIRST: The ENTITY agrees to only use the CDBG funds for the Tarrant Fire Apparatus Project (CD22-03O-M04-TFA) located at 2593 Commerce Circle, Birmingham, Jefferson County, Alabama.

SECOND: It is agreed that the ENTITY shall conduct a fair and competitive bidding program in accordance with the 41-16-50, 1975 Code of Alabama, and shall select a competent contractor to secure a fire apparatus as specified at Paragraph FIRST and in the specifications outlined in EXHIBIT A. The CITY further agrees to incur all costs related to the advertisement of competitive bids as needed. The COUNTY reserves the right to accept or reject any and all bids, or to modify the scope of work. The COUNTY shall issue remit \$304,279.00 in CDBG 2022 funds immediately upon execution of this agreement by all parties. The ENTITY will remit payment for the apparatus within 10 days of receipt of funds from the COUNTY.

The CITY may utilize a cooperative partnership as authorized by the Alabama Department of Examiners of Public Accounts. In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), Ala. Code 1975 as amended by Act No. 2021-485, the Department of the Examiners of Public Accounts has reviewed the competitive bidding process used by Sourcwell, a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department of the Examiners of Public Accounts did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was

awarded by Sourcewell pursuant to the competitive bid laws of the State of Minnesota.

Based on the Department of the Examiners of Public Accounts's review, the competitive bid process used by Sourcewell is approved for use through December 31, 2023. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), Ala. Code 1975 as amended by Act No. 2021-485.

Prior to utilizing Sourcewell, the ENTITY must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. Further, any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists.

THIRD: It is agreed that any project activities undertaken under the provisions of this Agreement may be suspended or terminated by the COUNTY if the ENTITY refuses to accept any additional conditions that may be imposed by HUD or if the grant to the COUNTY under Title I of the Housing and Community Development Act of 1974 is suspended or terminated. It is also agreed that if the ENTITY shall fail to fulfill its obligations under this Contract in a timely and proper manner, or if the ENTITY shall violate any of the covenants, agreements, or stipulations of this Contract; the COUNTY shall thereupon have the right to terminate this Contract by giving written notice to the ENTITY of such termination and specifying the effective date of such termination.

FOURTH: The CITY's agreement to select a competent contractor to secure a fire apparatus as set out in the scope of work and Exhibit A referenced herein shall terminate upon completion and final acceptance of the apparatus. All other obligations contained in this Agreement shall not expire until five (5) years after the approved date that Jefferson County ceases to function as an entitlement under the U.S. Department of Housing and Urban Development. The ENTITY shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment, or novation), without the prior written consent of the COUNTY thereto for the duration of this Agreement.

FIFTH: The ENTITY shall attend any and all inspections relating to the project or provide written, binding authorization for a representative to act on their behalf. The ENTITY's failure or refusal to certify in writing to the COUNTY final acceptance of the apparatus as outlined above will result in all funds relating to the project becoming immediately repayable to the COUNTY. The ownership of the apparatus under this Agreement shall at all times be with the ENTITY its successors and assigns; furthermore, all maintenance of said improvements shall also be with the ENTITY its successors and assigns. The ENTITY agrees to maintain the apparatus at a level equal to that of other apparatus of the ENTITY and use the apparatus exclusively as a fire apparatus until the expiration of this contract as stated in paragraph FOURTH. Failure to utilize the apparatus exclusively as a fire apparatus will be an automatic breach of this agreement and the ENTITY shall reimburse the COUNTY for all costs. This stipulation is to expire upon the termination of this contract as stated in paragraph FOURTH.

SIXTH: The ENTITY will not discriminate against any employee or applicant for

employment because of race, color, religion, sex, national origin, age, disability, or veteran status pursuant to the provisions of Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 1981, 1983, 1986 and all amendments thereto relative to discriminatory employment practices. The Contractor will ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability, or veteran status. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SEVENTH: The ENTITY agrees to indemnify, hold harmless, and defend the COUNTY, from and against any and all liability from loss, damage or expenses which the COUNTY, may suffer or for which the COUNTY may be held liable by reason of injury, including death, to any person or damage to any property arising out of or in any manner connected with the operations to be performed by the ENTITY under this Agreement. Provided, however, this Paragraph EIGHTH shall not be interpreted to require the ENTITY to indemnify, hold harmless, and defend the COUNTY from any such injury, damage, or death caused by any negligence or breach of contract of or by the COUNTY.

EIGHTH: If the Agreement is terminated by the COUNTY as provided herein, the ENTITY shall have no claim of payment or claim of benefit for any project activities undertaken under this Agreement, which according to the original plans and specifications has been dropped or suspended.

NINETH: The ENTITY agrees that any and all questions, comments, or other communication, concerning the CDBG funds, whether written or oral, related to the project will be directed to the COUNTY specifically the Office of Community Services.

TENTH: The ENTITY agrees that if there is a change in use of the apparatus, the ENTITY may retain the property if the COUNTY is reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures on non-CDBG funds for acquisition of the apparatus .

#### ELEVENTH: Insurance

The ENTITY is responsible for all policy premiums and deductibles.

The ENTITY shall furnish the COUNTY with a certificate of insurance as required by this Agreement. A person authorized by the insurer to bind coverage on its behalf must sign the certificate.

#### Liability Insurance

The ENTITY shall provide proof of general liability insurance in an amount acceptable to the COUNTY throughout the term of the Project. The COUNTY must be listed as an additional insured.

TWELTH: Part II of this Agreement is attached hereto and incorporated by reference into this agreement.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly-authorized officials, this agreement on the date written above.

JEFFERSON COUNTY, ALABAMA

ATTEST:

\_\_\_\_\_

BY: \_\_\_\_\_  
President  
Jefferson County Commission

ATTEST:

CITY OF TARRANT, ALABAMA

\_\_\_\_\_

BY: \_\_\_\_\_  
Mayor

## **PART II: TERMS AND CONDITIONS**

### **1. Federal Regulations**

The Project covered by this Contract is being assisted under Title I of the Housing and Community Development Act of 1974, (P.L. 93-383). The Project construction is subject to all applicable Federal laws and regulations.

### **2. Provisions of Law, Deemed Inserted**

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

### **3. Definitions**

As used herein the following words and terms shall have the meanings hereby ascribed to them:

- (a) "Area" means the jurisdictional limits of Jefferson County, Alabama.
- (b) "Consortium" means the group of municipalities which have entered into a cooperation agreement with Jefferson County Commission for the Community Development Block Grant Program.
- (c) "County" means Jefferson County, Alabama.
- (d) "ENTITY" means a city, community, public agency or other business entity entering into the Contract, or Agreement with Jefferson County, Alabama, to do such work as specified within Part I of said Contract or Agreement.
- (e) "Government" means the Federal government of the United States of America.
- (f) "HUD," "FEMA" or "the Department" means the U.S. Department of Housing and Urban Development and Federal Emergency Management Agency.
- (g) "Project" means a collection of work elements and activities to be undertaken as a part of the Program as set forth in Part I of this Contract or agreement.
- (h) Where the Project is to be carried out for an identified Neighborhood Strategy Area, Neighborhood Revitalization Area, or a Neighborhood Rehabilitation Area, "Project Area" shall be the boundaries of that area as defined by the County and included in its Statement of Objectives and Projected Use of Funds.

Where the Project is to be carried out for an entire municipality, "Project Area" means the corporate

limits to the municipality. For other projects not fitting the above categories, "Project Area" means the specific census tract or census tracts within which said Project is located.

- (i) "Program" means the Jefferson County Community Development Program operated under the provisions of the U.S. Department of Housing and Urban Development regulations and the Housing and Community Development Act of 1974, as amended.
- (j) "The Secretary" means the office of the Secretary of the U.S. Department of Housing and Urban Development.
- (k) "Subcontractor" means the person, firm or corporation entering into a subcontract with the ENTITY to perform wholly or in part such work as specified in said subcontract.

#### 4. Suspension of Work

Should the County be prevented or enjoined from proceeding with work either before or after the start of construction by reason of litigation or other reason beyond the control of the County, the ENTITY shall not be entitled to make or assert claim for damage by reason of said delay; but time for completion of work will be extended to such reasonable time as the County may determine will compensate for time lost by such delay, with such determination to be set forth in writing.

#### 5. Discrimination Prohibited

(a) No person in the United States shall, on the ground of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of or be otherwise subject to discrimination under any program or activity made possible by or resulting from this contract. The ENTITY will comply with all requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964. Should any real property or structure thereon be provided or improved with the aid of Federal financial assistance extended to the contractor, this paragraph shall be binding for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits.

(b) The ENTITY shall administer all programs, responsibilities and activities relating to housing and community development in a manner to affirmatively further fair housing, so as to comply with Title VIII of the Civil Rights Act of 1968, Section 109 of the Housing and Community Development Act of 1974 and HUD Regulations issued pursuant thereto at 24CFR570.601, and Executive Order 11063, which governs equal opportunity in housing.

(c) The ENTITY shall maintain racial, ethnic, and gender data showing the extent to which these categories of persons have participated in or benefited from activities funded under this agreement.

(d) The ENTITY certifies and covenants that it does not nor will not maintain or provide for any segregated facility under its control, and that it does not nor will not permit any of its employees to perform their services at any location under its control where segregated facilities are maintained. As used in this paragraph, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and

other storage or dressing areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact, segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

#### 6. Maintenance of Effort (Generally Applicable to Public Agencies)

Payment by the County shall be conditioned upon the maintenance during the period of this agreement by the ENTITY of a level of aggregate expenditures for activities similar to those being paid under this contract, which is not less than the level of aggregate expenditures for such activities prior to the execution of this Contract.

#### 7. Control of Assets

The ENTITY shall maintain effective control over and accountability for all property and other assets that are provided for by this agreement. The ENTITY shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.

#### Financial Management and Reporting:

The ENTITY hereby certifies that it will comply with the regulations, policies, guidelines, and requirements of Federal Management Circular A-87 and "Common Rule" 24 CRF Part 85, as they relate to the acceptance and use of federally funded renovations under this program. Assurance is also given that the ENTITY will faithfully carry out the managerial activities necessary to ensure accountability for assets obtained through and in compliance with the pertinent federal regulations to this end.

#### 8. Procurement Standards

- (a) The ENTITY shall maintain a code of standards of conduct which shall govern the performance of its officers, employees, or agent in contracting with and expending Federal grant funds. Local government officials, employees or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from Contractors or potential Contractors.
- (b) All procurement transactions regardless of whether negotiated or advertised and without regard to dollar value shall be conducted in a manner so as to provide maximum open and free competition.

#### 9. Retention of Records

All records maintained by the ENTITY that pertain to this agreement shall be retained for a period of five years after final settlement or such longer period as the County or the U.S. Department of Housing and Urban Development may require in specific cases.

#### 10. Reports and Information

The ENTITY, at such times as the County may require, shall furnish such statements, records, data, and information, as may be requested pertaining to matters covered by this agreement.

#### 11. Audit Requirements

At any time during normal business hours and as often as the County, HUD, the Comptroller General of the United States, or any of their duly authorized representatives deem necessary, they shall have access to all accounts, records, reports, files and other papers or property of the ENTITY pertaining to funds provided under this Contract for the purpose of making surveys, inspections, audits, examinations, excerpts, and transcripts.

#### 12. National Environmental Policy Act of 1969

The ENTITY'S chief executive officer acknowledges that the President of the Jefferson County Commission has assumed the status of a responsible Federal official under NEPA, and consents to assist the President of the Commission in accepting Federal courts for the purpose of discharging of his enforcement responsibilities as such an official.

#### 13. Compliance with Air and Water Acts

- (a) The ENTITY stipulates that any facility to be utilized in the performance of any non-exempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- (b) The ENTITY agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act as amended (33 USC 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- (c) The ENTITY further stipulates that as a condition for the execution of this contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, and EPA, indicating that a facility utilized or to be utilized for this contract is under consideration to be listed on the EPA list of Violating Facilities.
- (d) And, the ENTITY further agrees that they will include or cause to be included the criteria and requirements in paragraph (a) through (d) of this section in every non-exempt contract, or subcontract and will take such action as the Government may direct as means of enforcing such provision.

In no event shall any amount of the funds provided under this contract be utilized with respect to a facility which has given rise to a conviction under Section 113 (c) (1) of the Clean Air Act or Section 309 (c) of the Federal Water Pollution Control Act. Executive Order 11128 provides guidelines relating to prevention, control, and abatement of water pollution which are to be followed and utilized by the ENTITY.

#### 14. Interest of Public Officials and Kickbacks

##### (a) Interest of a Member of or Delegate to Congress

No member of or delegate to the Congress of the United States of America or resident commissioner shall be admitted to any share or part of this Contract or to any benefits which may arise therefrom.

##### (b) Interest of Members of the Local Government

No member, officer, or employee of the County or the ENTITY or its designees or agents, no member of the governing body of the County or the ENTITY, and no other public official of the County or the ENTITY who exercises any functions or responsibilities with respect to the Program and Projects during his tenure or for one year thereafter shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Jefferson County Community Development Program.

##### (c) Interest of Contractor and Employees

The ENTITY covenants that no person who presently exercises any functions or responsibilities in connection with the project has any personal financial interest, direct or indirect, in this Contract. The ENTITY further covenants that they presently have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder. The ENTITY further covenants that in the performance of this Contract no person having any conflicting interest shall be employed. Any interest on the part of the ENTITY or his employees must be disclosed to the County. Provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation by low-income residents of the area.

##### (d) Provisions of the Hatch Act

Neither the funds provided by this Contract, nor the personnel employed in the administration of the agreed upon work shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, U.S. Code.

- (e) The ENTITY agrees to incorporate in full the provision of paragraphs (a) through (e) of this section in every contract or subcontract for construction, rehabilitation, supplies and professional services which is in any way entered into with respect to this Contract.

#### 15. Prohibition Against Payments of Bonus or Commission

Funds provided under this Contract shall not be used in the payment of any bonus or commission for the purpose of obtaining from the County or the U.S. Department of Housing and

Urban Development of this or future contracts, or any other approval or concurrence of said agencies that may be required under this Contract, Title I of the Housing and Community Development Act of 1974, or the Department regulations with respect thereto; provided, however, that reasonable fees or bona fide technical consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as Contract costs.

#### 16. Subcontract Approval

The ENTITY shall submit for the County's review and approval, a copy of all contracts and subcontracts the ENTITY may desire to let for any portion of the work set forth and required by this Contract. The County shall have the right to approve or disapprove of said contracts or proposed Subcontractors where the County deems that they are not in compliance with the intent of provisions made by this Contract or other Program policies, regulations, guidelines, and requirements. The ENTITY agrees that the County shall approve of said Contract or Subcontracts prior to the execution of the contract or subcontract document, and that said document will contain an appropriate space for the County to acknowledge its approval. Any objection shall be expressed in writing by the County within ten (10) days after receipt.

#### 17. Assignability

The ENTITY shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment, or novation), without the prior written consent of the County thereto.

#### 18. Regulations Pursuant to so-called "Anti-Kickback Act"

The ENTITY shall comply with the applicable regulations herein incorporated by reference of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 862; Title 40 U.S.C., Section 276c), and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in subcontracts to insure compliance therewith by all subcontractors subject thereto, and shall be responsible for the submission of affidavits required by Subcontractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.

#### 19. Copyrights

If this agreement results in a book or other copyrightable materials, the author is free to copyright the work, but the federal grantor and the commission reserve a royalty-free nonexclusive and irrevocable license to reproduce, publish or otherwise use and authorize the use of all copyrighted material and all material which can be copyrighted resulting from the agreement.

#### 20. Discovery and Invention

Any discovery or invention arising out of or developed in the course of work aided by the agreement shall be promptly and fully reported to the commission and if applicable, to the

administrator of the federal grantor agency for determination as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including right under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest.

21. Energy Efficiency

The ENTITY shall know and follow the mandatory standards and policies relating to energy efficiency which are contained in the State of Alabama's Energy Conservation Plan and Conservation Act (Pub.L.94-163).

22. Termination of Agreement

Termination of Agreement for Cause – If through any cause, the ENTITY shall fail to fulfill in timely and proper manner his obligations under this Agreement or if the ENTITY shall violate any of the covenants, agreements, or stipulations of this Agreement, the COUNTY shall thereupon have the right to terminate or suspend this Agreement by giving written notice to the ENTITY of such termination or suspension and specifying the effective date thereof, at least thirty (30) days before such effective date.

Notwithstanding the above, the ENTITY shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of the Agreement by the ENTITY and the COUNTY may withhold any payments to the ENTITY for the purpose of set off until such time as the exact amount of damage due the COUNTY from the ENTITY is determined.

Termination for Convenience – Upon seven days written notice to the ENTITY, COUNTY may, without cause and without prejudice to any other right or remedy of COUNTY, elect to terminate this Agreement. In such case, the consultants/contractor shall be paid (without duplication of any items):

For completed and acceptable work executed in accordance with this Agreement prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such work;

For expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Agreement in connection with uncompleted work, plus fair and reasonable sums of overhead and profit on such expenses; and for reasonable expenses directly attributable to termination.

ENTITY shall not be paid on account of loss of anticipated profits or revenue other economic loss arising out of or resulting from such termination.

23. ENTITY shall comply with all applicable codes and standards as pertains to this project and agrees to provide maintenance appropriate.

24. ENTITY shall comply with all applicable provisions of federal and state law and

regulation in regard to procurement of goods and services.

25. ENTITY will not enter into any contract with any party, which is debarred or Suspended from participating in federal assistance programs.

26. STATEMENT OF COMPLIANCE WITH ALABAMA CODE SECTION 31-13-9

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.

30. **ADMINISTRATIVE ORDER OF THE JEFFERSON COUNTY COMMISSION**  
**08-4**

PURSUANT to the authority vested in the Jefferson County Commission by law, the following Administrative Order is hereby issued:

**PURPOSE**

To give notice to potential contractors that Jefferson County is an equal opportunity employer in accordance with Title VII, Civil Rights Act of 1964, 42 U.S.C. §§ 1981, 1983, 1986 and amendments, and it is the policy of Jefferson County to require contractors, vendors and suppliers (hereinafter "Contractor") providing goods and services to the County to afford equal opportunity for employment to all individuals regardless of race, color, sex, age, religion, national origin, disability or veteran status.

**I. PROCEDURE**

The clause set forth below which requires Contractor compliance with federal law shall be incorporated in each bid or offer to do business with the County and in all contracts and subcontracts with the County as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability, or veteran status pursuant to the provisions of Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 1981, 1983, 1986 and all amendments thereto relative to discriminatory employment practices. The Contractor will ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability, or veteran status. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

2. In the event of the Contractor's non-compliance with the equal employment opportunity clause of this contract, this contract may not be awarded or may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further County contracts.

3. The Contractor will include the provisions of paragraph (1) in every subcontract or purchase order.

4. The Contractor shall certify to the County its compliance with this policy prior to receipt of any contract or business with the County.

**JEFFERSON COUNTY, ALABAMA**  
**EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION FORM**

Contractor/Vendor Name: CITY OF TARRANT

Address: 2593 Commerce Circle, Birmingham, Jefferson County, Alabama

The Contractor acknowledges receipt of Jefferson County's Equal Employment Opportunity Contractor Compliance Administrative Order (attached hereto) and certifies that it is an equal opportunity employer and agrees to the requirements of the Policy and the Equal Employment Opportunity Clause therein. It further certifies that it will require all subcontractors to execute an Equal Employment Opportunity statement and certification of compliance.

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex national origin, age, disability, or veteran status. The Contractor will ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability, or veteran status. Such action shall include, but not be limited to the following: employment, promotion, 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 setting forth the provisions of this non-discrimination clause.

The Contractor will furnish to the County, upon request, reports, notices, policies and/or information certifying compliance with this policy.

In the event of the Contractor's non-compliance with the equal employment opportunity clause of this contract, this contract may not be awarded or may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further County contracts.

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**



# Tarrant Fire & Rescue

2593 Commerce Circle  
Tarrant, AL 35217

(205) 849-2820

April 17, 2023

Dear Nathan Saulter, I am writing you with an update on a Fire Engine that I was able to locate. We have been searching nationwide for a Pumper that would fill the needs of our department and the needs of our citizens in Tarrant. As you may well know Fire Engines/Pumpers are starting at nearly \$700,000 up to \$850,000 depending on the manufacturer today. Due to Covid the Fire apparatus industry has extended build dates out to as much as 3 years. We need to have a service facility as close as possible to us due to manpower and staffing levels. We have been able to identify a local service facility to work on Fire apparatus that has a Spartan Pumper available this year for purchase. The total purchase price is \$495,421. This is for a new not used Spartan Pumper (Model FC-94 Chassis). The attached page has the spec list that is in line with setup of our current pumpers. This is the Spec list of the truck that is available for delivery before end of this year. This Pricing is more than \$100,000 cheaper than anything else we have found. Due to pricing going up quarterly we would like to purchase this truck with the grant money coming from Jeff Co. As additional information I took this to our city council to get a match approved should I find a truck that could meet our needs. The council has approved the match. This is a timely matter and we don't want to miss out. We have approximately 60 days to confirm interest and secure the truck that would be delivered before the end of this calendar year. This purchase can be made thru the Source Well Cooperative. It is my understanding that Deputy mayor Baker is sending you information on the Cooperative Purchase Process.

Please see attached Spec Sheet.

Respectfully,

Patrick Bennett

Acting Fire Chief

Location:  
401 Adams Avenue, Suite 280  
Montgomery, AL 36104-4338



Rachel Laurie Riddle  
Chief Examiner

October 1, 2022

Alabama County Commissions  
Alabama Municipalities  
City and County Boards of Education

To Whom It May Concern,

**PUBLIC WORKS NOTICE:** This letter does not authorize the purchase of any goods or services from Sourcewell related to "public works," as defined in Section 39-2-1(6), *Ala. Code* (2011), except as follows: the contract for purchasing air conditioning and heating units and systems, awarded under Sourcewell RFP #070121, has been approved for use under the provisions of Section 39-2-2(d)(2), *Ala. Code* (2018), as amended by Act No. 2021-282. This approval does not authorize installation, labor, or services related thereto, which must be bid in compliance with Title 39.

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2021-485, the Department has reviewed the competitive bidding process used by Sourcewell, a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by Sourcewell pursuant to the competitive bid laws of the State of Minnesota.

Based on the Department's review, the competitive bid process used by Sourcewell is approved for use through **December 31, 2023**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2021-485.

Prior to utilizing Sourcewell, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Further, any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.*

Should the Department receive notice that Sourcewell or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Sourcewell's competitive bid process approval will subject to immediate revocation by the Department.

If the Department can be of further assistance, please let us know.

Sincerely,

Rachel Laurie Riddle  
CHIEF EXAMINER

RLR/lbm