

CITY OF SELMA
WE ARE TOGETHER



AMANDA SMITH
NETWORK
ADMINISTRATOR,
INFORMATION
TECHNOLOGY

REGINALD WELLS
DIRECTOR,
CEMETERY

MAYOR'S REPORT

COUNCIL MEETING

April 11, 2023

MAYOR JAMES PERKINS, JR.

SUBMITTED: TUESDAY, APRIL 4, 2023



OFFICE OF THE MAYOR

WE ARE TOGETHER

Mayor's Report
Submitted on April 4, 2023
Council Meeting April 11, 2023
6:00 PM

AGENDA

Mayor's Report/Attorney's Report

Items

1. VOIP Phone System – Amanda Smith, Network Administrator, Information Technology
 - A. Memorandum to Council
 - B. Memorandum to the Mayor
 - C. Netfortris Quote

2. Cemetery Surplus Equipment – Reginald Wells, Director, Cemetery
 - A. Memorandum to Council
 - B. Memorandum to City Attorney
 - C. Resolution (R154-22/23)

3. Notification of Agreement
 - A. Memorandum to Council
 - B. Goodwyn, Mills and Cawood, LLC Agreement
 - C. Resolution (R153-22/23)
 - D. Resolution (R135-22/23)

4. Payment for E3 Solutions
 - A. Memorandum to Council
 - B. E3 Solutions Contract
 - C. Invoice
 - D. Resolution (R135-22/23)

5. AMIC Voter Designation Form
 - A. Memorandum to Council
 - B. Memorandum from AMIC
 - C. AMIC Voter Designation Form

6. ADEM Request for Information
 - A. Memorandum to Council
 - B. Letter from ADEM
 - C. Recommended Budget Changes for ADEM Compliance

7. VA Law Enforcement
 - A. Memorandum to Council
 - B. Letter from Department of Veterans Affairs
 - C. Agreement from Department of Veterans Affairs

8. City of Selma Street Cave-Ins
 - A. Memorandum to Council
 - B. Assessment and Recommendations

9. Budget Negotiations Update

Announcements:

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JAMES PERKINS, JR.
MAYOR



222 BROAD STREET
SELMA, ALABAMA 36702

OFFICE OF THE MAYOR
WE ARE TOGETHER.

MEMORANDUM

To: Selma City Council
From: James Perkins, Jr., Mayor, City of Selma
Date: April 4, 2023
Re: **VOIP Phone System**

Find attached documents supporting the above referenced subject. The same are submitted for your consideration.

I ask for your favorable consideration and vote.

If you have questions, please respond in writing. In advance, thank you.

JPJ/dt



MEMORANDUM

To: James Perkins, Jr., Mayor

From: Amanda Smith, Network Administrator, IT

Re: VOIP Phone System

Date: March 4, 2023

We are asking for the council's approval on proceeding with the VOIP system migration. A RFP was sent out on March 16, 2023 with a deadline of March 30, 2023. Our current provider, NetFortris, responded with the attached quote.

Thank you.

Quote

Quote #: 279078
Prepared For: City of Selma - Police, Amanda Smith

Date: 03/27/2023
Quote Good Through: 06/25/2023



Your Sangoma Account Executive

Maya Ragland
mragland@sangoma.com
8773662548

Quote Summary

Number of Users

127

Contract

3 year

One-Time Charges

\$1,399.00

Monthly Charges¹

\$4,145.66

Location Detail

222 BROAD ST, SELMA AL 36701

Bundle	Quantity	Unit Price		Extended Price	
		One Time	Recurring	One Time	Recurring
Professional Comm-unity Bundle 3-Year Advanced User License	127		\$24.99		\$3,173.73
<i>(Adjustment discount)</i>	--		<i>\$6.99</i>		
Features: Voicemail-Only Extension	10				
Features: Office 365 Integration	127				
Features: Advanced Caller ID Name Service	1				
Features: VM Transcription License	127				
Environment: Comm-unity	1				
Server Add-Ons: Active Directory Integration	127				
Server Add-Ons: Salesforce CTI License	127				
Calling Plans: Call Path	127				
Phone Numbers: Local Number	0				
<i>-(Upgrade to Ported Local Number below)</i>	127				
Support: Gold Support	127				
Upgrades					
Ported Local Number	127				
Add-Ons					
Phones: Reprovisioned Phone	79				
Phones: Yealink SIP-T46U POE	50		\$7.99		\$399.50
Phones: Yealink W60P-W60B	5		\$5.99		\$29.95
Phone Numbers: Local Number	5		\$5.00		\$25.00
Professional Installation: NetFortris Full Service Setup 100+ Seats	127	\$10.00		\$1,270.00	
<i>(Adjustment discount)</i>	--		<i>\$5.00</i>		
Subtotal					\$1,270.00 \$3,628.18
Shipping					
UPS Ground					\$764.00
Discounts and Promotions					
Adjustment Discount					(\$635.00) (\$887.73)
Total Discounts and Promotions					(\$635.00) (\$887.73)
Taxes and Fees²					
				One Time	Recurring

Telecommunications Taxes and Fees	
AL Utility Privilege Lic. Tax	\$24.24
AL State 9-1-1 Charge	\$245.52
Sales Taxes	
County Sales Tax	\$27.02
State Sales Tax	\$72.04
City Sales Tax	\$81.05
Federal Regulatory Fees and Surcharges	
Federal Universal Service Fund	\$198.75
E911 Service Fee	\$127.00
Federal Cost Recovery Fee	\$12.99
Administrative and Regulatory Recovery Fee	\$616.60
Total Taxes and Fees	\$1,405.21
Grand Total : 222 BROAD ST , SELMA AL 36701	\$1,399.00 \$4,145.66

Quote details continued on next page

New Service Summary

	One Time	Recurring
222 BROAD ST , SELMA AL 36701	\$1,270.00	\$3,628.18
Shipping via UPS Ground	\$764.00	
Taxes & Fees		\$1,405.21
Discounts & Promotions	(\$635.00)	(\$887.73)
Grand Total	\$1,399.00	\$4,145.66
Your first payment includes your one-time and recurring charges plus taxes and fees depending on your location(s).		

Footnotes

¹ Recurring charges include all charges and taxes except those for extra services that you consume, such as excess fax usage or some international calls. These vary depending on your usage and your location.

² Taxes and Fees are based on your location and charges.

Our One-Pager

We believe in providing easy-to-use solutions, and that starts with an easy-to-understand customer agreement. As our customer, your agreement with us and our agreement with you isn't complicated.

We strive to provide you with great service, and we know that if we do, we'll earn your loyalty and referrals to other potential customers to help us continue to grow.

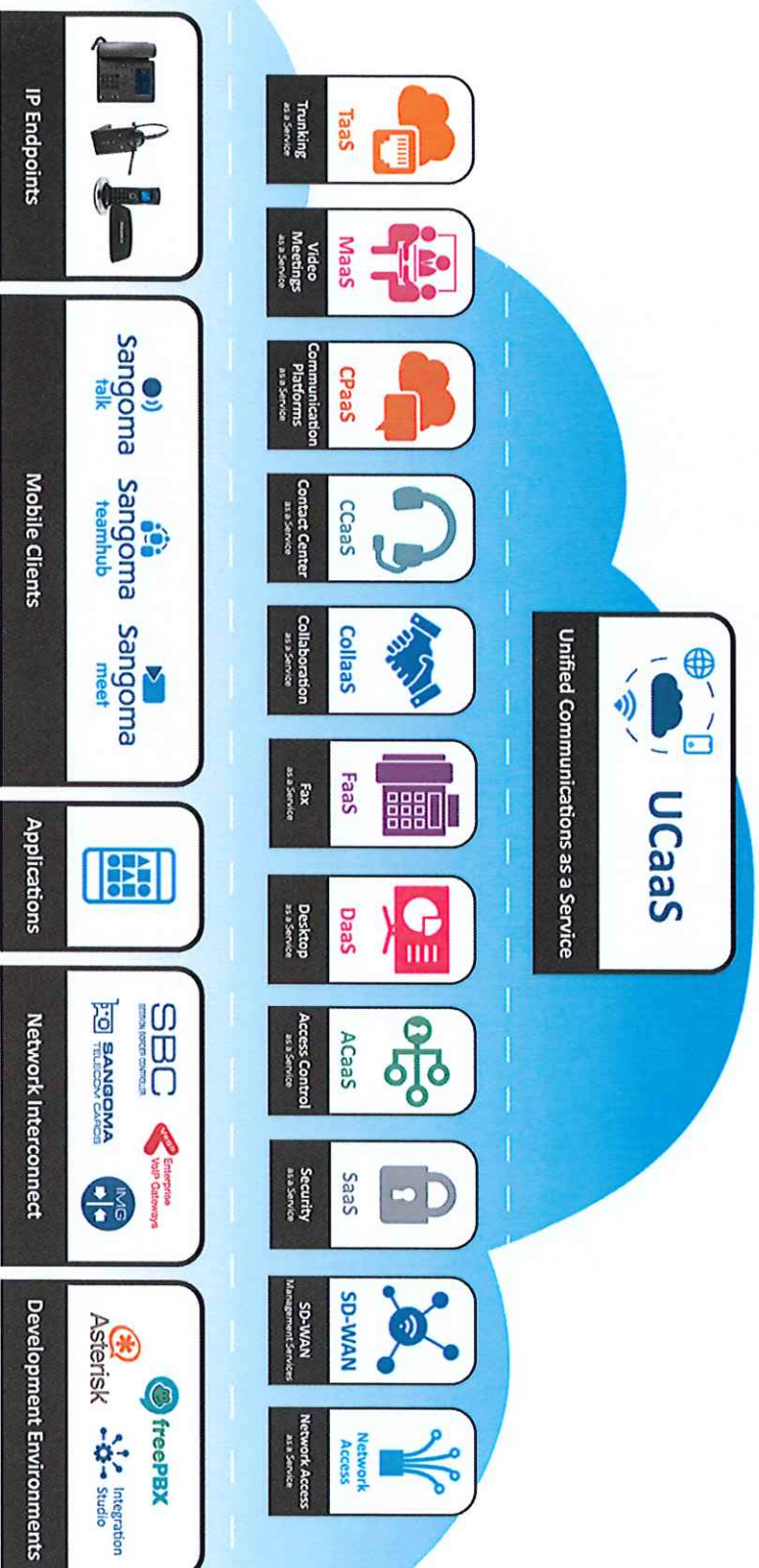
We will charge you once per month for all services and send you a bill showing a summary of those charges. This will include recurring charges for the upcoming month, and any non-recurring charges for services that may have been consumed or ordered in the prior month. For other charges, such as installations, license fees, and equipment, we will usually charge or invoice you in advance. You agree to pay us, or we may have to stop supporting you and providing you with service, so please ensure your charges are always paid on time. The current pricing for our products and services is shown on the quotes we provided for you. These quotes, orders, and incorporated contract terms below, form the basics of our agreement.

We hope you won't, but with proper notice you can cancel when your contract expires and we'll agree to port out any of your telephone numbers as required. Just make sure the numbers are ported before you disconnect service. If you don't cancel, we'll continue to provide you with service and support, and will automatically renew your agreement for an additional period of time equal to your initial term (as indicated on any quotes or orders or in the alternative within the incorporated terms) unless you let us know two months in advance of the contract term end date.

Because our lawyers made us add this, there are also some other things that you should know, mostly about how emergency services work when using a service like ours, regulatory matters, support, using the service in a lawful way, contract term, and cancellation details. They're incorporated by reference and located on the website for your review: <https://www.sangoma.com/wp-content/uploads/Fonality-ToS.pdf>

Sangoma

The Place for All of Your Communication Needs



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JAMES PERKINS, JR.
MAYOR



222 BROAD STREET
SELMA, ALABAMA 36702

OFFICE OF THE MAYOR
WE ARE TOGETHER.

MEMORANDUM

To: Selma City Council
From: James Perkins, Jr., Mayor, City of Selma
Date: April 4, 2023
Re: **Cemetery Surplus Equipment**

Find attached documents supporting the above referenced subject. The same are submitted for your consideration.

I ask for your favorable consideration and vote.

If you have questions, please respond in writing. In advance, thank you.

JPJ/dt



CITY OF SELMA, ALABAMA
CEMETERY DEPARTMENT

Reginald Wells
Cemetery Director

PHONE (334) 431-9136
E-MAIL cemeterydept@selma-al.gov

To: Attorney Major Madison
From: Reginald Wells, Cemetery Director
Date: April 4, 2023
Re: Cemetery Surplus Equipment

Please find below a list of the items that the Cemetery Department has as surplus. We need to know the next steps that should be taken in order to have these items removed from our premises. How should we prepare for an auction or how should we send to salvage? Please provide instructions.

CEMETERY SURPLUS

TILLER: 1K118K50556

HONDA BLOWER: 082415541

GRAVELY BLOWER: 000105

GRAVELY BLOWER: 000368

EXMARK ZERO TURN: 4432205301

RESOLUTION
R154-22/23
DECLARATION OF SURPLUS OF UNNEEDED PROPERTY

WHEREAS, the City of Selma, Alabama owns certain personal property described as follows: (*See Attached Memorandum*); and

WHEREAS, the Cemetery Director of the City of Selma has concluded and determined that this property is unneeded; and

WHEREAS, the City of Selma desires to dispose of this property via sale to the highest bidder via the bid process provided under Ordinance Number 83-07; and

WHEREAS, Section 11-43-56 of the Code of Alabama of 1975 authorizes the municipal governing body to dispose of unneeded property.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Selma, Alabama that the personal property listed on the attached memorandum is no longer needed for public or municipal purposes and is hereby declared to be surplus property.

BE IT FURTHER RESOLVED, that the Mayor and the City Clerk are hereby authorized to dispose of the personal property listed on the attached memorandum by allowing the same to be sold to the bidder via bid process provided under Ordinance Number 83-07.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELMA, ALABAMA,
THIS THE _____ DAY OF _____, 2023.

The Municipality of Selma, Alabama

Warren Young, *President*

ATTEST:

Ivy S. Harrison, *City Clerk*

James Perkins, Jr., *Mayor*

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JAMES PERKINS, JR.
MAYOR



222 BROAD STREET
SELMA, ALABAMA 36702

OFFICE OF THE MAYOR
WE ARE TOGETHER.

MEMORANDUM

To: Selma City Council
From: James Perkins, Jr., Mayor, City of Selma
Date: April 4, 2023
Re: **Notification of Agreement**

Find attached documents supporting the above referenced subject. The same are submitted for your consideration.

I ask for your favorable consideration and vote.

If you have questions, please respond in writing. In advance, thank you.

JPJ/dt

EMERGENCY AGREEMENT FOR DISASTER RECOVERY & FEMA PUBLIC ASSISTANCE

THIS AGREEMENT, made and entered into this 4th day of March, 2023, by and between the City of Selma, AL, hereinafter referred to as the City, and GOODWYN, MILLS & CAWOOD, LLC, hereinafter referred to as the Consultant.

WHEREAS, the City desires to have professional services and consultation performed relative to General Disaster Recovery Work, which will consist of professional services for projects that do not require preparation of construction documents for public bid;

WHEREAS, Consultant has the necessary skills, experience, and resources to perform the necessary services and the City has so determined to engage Consultant for same pursuant to a competitive procurement process;

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the City and Consultant do agree, each with the other, as follows:

ARTICLE 1. Basic General Disaster Recovery Services.

Consultant shall provide management, administrative, and legal support of program activities as needed to recover costs under the Federal Emergency Management Agency (FEMA)'s Recovery Programs and assist with project development. Services shall include:

- Phase I: Scoping and Planning
 - Work with the City to identify eligibility & track costs that are eligible for reimbursement for the City of Selma, AL
 - Attend applicant briefings and kickoff meetings
 - Attend site visits with FEMA and state representatives, as necessary
 - Review procurement procedures for compliance with federal, state and local procurement regulations
 - Provide guidance with all document reporting requirements
- Phase II: Project Formulation & Project Worksheet Preparation
 - Prepare and coordinate the development of summaries of documentation to support Project Worksheets (PW's) and versions submitted for the City
 - Assist the City in responding to FEMA document requests and questions
 - Provide technical support on documentation and compliance requirements, including environmental issues, historical preservation issues, and strategic approaches to Section 404 and 406 mitigation grants
 - Assist the City with identifying and applying for all applicable Federal and/or State Grants that would provide financial assistance to the City.
 - Provide strategic assistance to address unique needs that are not satisfied by routine disaster assistance programs and assist with FEMA reimbursement for Alternate and Improved Projects
 - Work with and provide oversight to departments as needed to assist the City through the process
 - Prepare the City personnel for meetings and attend meetings as needed with FEMA, State and other funding agencies
 - Attend periodic status meetings with the City as requested.
- Phase III: Appeals and Closeout
 - Review appropriate documentation for justification of project extension, if needed
 - Review compliance with contracting requirements
 - Review compliance with procurement regulations
 - Prepare and file any appeals deemed necessary by the City in accordance with FEMA regulations
 - Identify procedures to detect improper payments, expenses, and contracts that could result in refunds of de-obligations
 - Reconcile all Large Projects and prepare closeout packages for FEMA

ARTICLE 2. Partners

- Baker Donelson for FEMA related Legal Support

ARTICLE 3. Responsibilities of the City

The City agrees to provide Consultant with complete information concerning the requirements of the project and to perform the following services:

- 3.1 The City shall provide all criteria and complete information as to the City's requirements for the Project and shall furnish all design and construction standards which the City will require to be included in any reports.
- 3.2 The City will assist the Consultant by placing at the Consultant's disposal all available information pertinent to the Project.
- 3.3 Hold promptly all required meetings, serve all required notices, fulfill all requirements necessary in the development of the project, and pay all costs incidental thereto.
- 3.4 The City shall arrange for access to and make all provisions for the Consultant to enter upon public and private property to perform surveying, testing and other data collection as required for Consultant to perform services under this Agreement. City shall appoint and designate in writing a person to act as City's site access representative for such purpose, and shall include contact information for the individual so designated.
- 3.5 Designate, in writing, a single person to act as the City's Representative with respect to the work to be performed under this agreement. The person designated as Representative shall have complete authority to transmit instructions and to receive information with respect to the work covered by this agreement.
- 3.6 The City shall provide such accounting; independent cost estimating and insurance counseling services as may be required for the Project. The City shall also provide such legal services as the City may require or the Consultant may reasonably request with regard to legal issues pertaining to the Project that must be resolved in order for the Consultant to carry out its obligations under this Agreement. It is expressly understood and agreed that the Consultant itself shall not furnish or render any legal opinions or legal interpretations as to matters of law or application of law.

ARTICLE 4. Compensation

- 4.1 For General Consulting Services, the City will pay Consultant based on an hourly basis as set forth in Exhibit "A", Goodwyn, Mills and Cawood, LLC Rate and Fee Schedule. Exhibit "A" shall be periodically amended, as mutually agreed, to reflect changes in Goodwyn, Mills and Cawood, LLC Rate and Fee Schedule. Fees shall be paid in monthly installments.
- 4.2 Invoices are due and payable within 30 days of receipt. If City fails to make any payment due Consultant for services and expenses within 30 days after receipt of Consultant's invoice therefore, the amounts due Consultant will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Consultant may, after giving seven days written notice to City, suspend services under this Agreement until Consultant has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

ARTICLE 5. Relationship of the Parties

- 5.1 The parties intend that this Agreement create an independent contractor relationship between them. The Consultant is a professional corporation and is not an agent or employee of City for any purpose. The Consultant cannot and will not represent that he has the authority to bind City

in any contractual manner. Nevertheless, with regard to the bidding and construction phases, it is understood that Consultant may serve as the City's representative with full authority to participate therein as designated in Article 1, above.

- 5.2 Neither party is to represent to others that the relationship between them is other than as stated above.
- 5.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the City and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the City and the Consultant and not for the benefit of any other party.
- 5.4 The City and the Consultant each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns (to the extent permitted by Paragraph 6.5 below) are hereby bound to the other party to this Agreement and to the partner s, successors, executors, administrations, legal representatives and said assigns of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- 5.5 Neither the City nor the Consultant shall assign, sublet or transfer any rights under or interest in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent the Consultant from employing such independent professional associates, consultants, subcontractors, and vendors as the Consultant may deem appropriate to assist in the performance of services hereunder, following a request to City to consent thereto, which consent City will not unreasonably refuse.
- 5.6 Consultant may employ such independent professional associates, consultants, subcontractors, and vendors as the Consultant may deem appropriate to assist in the performance or furnishing of services under this Agreement upon the consent of City, which consent City shall not unreasonably refuse. Consultant shall not be required to employ any consultant unacceptable to Consultant.
- 5.7 Consultant agrees to indemnify, and save City, its officers, agents and employees harmless from any and all claims for losses, liabilities, damages, claims, demands, suits, actions, proceedings, and expenses, including court costs and reasonable attorney's fees arising from the negligent acts or omissions of the Consultant.

ARTICLE 6. Ownership and Use of Project Documents

- 6.1 All documents are instruments of service in respect to the Services, and Consultant shall retain an ownership and proprietary property interest therein (including the right of reuse at the discretion of the Consultant) whether or not the Services are completed.
- 6.2 Copies of documents that may be relied on by City are limited to the printed copies (also known as hard copies) that are signed or sealed by the Consultant. Files in electronic media format of text, data, graphics, or of other types that are furnished by Consultant to City are only for convenience of City. Any conclusion or information obtained or derived from such electronic files will be at the user' s sole risk.
- 6.3 City may make and retain copies of documents for information and reference in connection with the services by City. Such documents are not intended or represented to be suitable for reuse by City or others on extensions of the services or on any other project. Any such reuse or modification without written verification or adaptation by Consultant, as appropriate for the specific purpose intended, will be at City's sole risk and without liability or legal exposure to Consultant or to Consultant's consultants. City shall indemnify and hold harmless Consultant and Consultant's consultants from all claims, damages, and expenses including attorneys ' fees arising out of or resulting therefrom.

- 6.4 In the event of a discrepancy between the electronic files and the hard copies, the hard copies govern.
- 6.5 Any verification or adaptation of the documents for extensions of the services or for any other services will entitle Consultant to further compensation at rates to be agreed upon by City and Consultant.

ARTICLE 7. Liability and Indemnity

- 7.1 The Consultant will not be responsible for delays, disruptions or obstacles attributable to acts of God, acts of third parties, weather, intervention of public authorities, work stoppages, changes in the applicable laws or regulations after the date of commencement of performance hereunder and any other acts or omissions or events which are beyond the control of the Consultant.
- 7.2 City may not utilize Consultant's cost estimate after thirty calendar days from the date of delivery to City without Consultant's written consent. Estimates of cost are made on the basis of the Consultant's experience, qualifications, and professional judgment, but since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, or over competitive bidding or market conditions, Consultant cannot and does not guarantee or warrant that proposals, bids or actual construction costs will not vary from estimates of probable costs prepared by Consultant. Approvals, recommendations, estimates and decisions by the Consultant are made on the basis of the Consultant's experience, qualifications, and professional judgment and are not to be construed as warranties or guarantees.
- 7.3 In no event shall either party to this Agreement be liable to the other for special, indirect, incidental or consequential damages, whether or not such damages were foreseeable at the time of the commencement of the work under this Agreement. Except for claims made pursuant to 5.7 above, Consultant's liability to City of Selma, AL shall not exceed the contract price for the specific goods and services upon which the claim is based, except for claims covered by insurance.
- 7.4 Any and all liability resulting from conditions not created or caused to be created by the Consultant shall not be the liability of the Consultant.

ARTICLE 8. Termination

- 8.1 This Agreement shall be subject to termination by either party hereto, with or without cause, upon twenty (20) days advance notice in writing. Payment due Consultant at such time shall be computed upon applicable terms of Article 4, the amount of work completed by Consultant as of the termination date, and Consultant's reasonable cost of winding down its services after termination.

ARTICLE 9. Insurance

- 9.1 The Consultant shall take out and maintain, and shall require any subcontractor to take out and maintain, throughout the period of this Agreement, including any work or service conducted as a result of said Agreement, insurance of the following minimum types and amounts to protect the Consultant and City:
- 9.1.1 Commercial General Liability Insurance, including Contractual Liability, Completed/Products, and Consultants Protective Liability, if subcontractors are used, with limits for Bodily Injury, including Death and Property Damage, in the amount of \$1,000,000 each occurrence and \$2,000,000 General Aggregate and Products/Comp Aggregate. City of Selma, AL should be named as an ADDITIONAL INSURED as per CG20 10 or equivalent and per CG20 37 or equivalent.
- 9.1.2 Automotive Liability Including Owned, Non-owned and Hired Vehicles: Limits for Bodily Injury in the amounts of \$1,000,000 each person, \$1,000,000 each occurrence, and

property damage \$1,000,000 each occurrence. City of Selma, AL should be named as ADDITIONAL INSURED on the auto policy per CA 20 48 or equivalent.

- 9.1.3 Worker's Compensation Statutory limits for State(s) in which work will be performed, including Employers' Liability of \$500,000 each accident, \$500,000 disease-each employee and \$500,000 disease-policy limits.
 - 9.1.4 Professional Liability insurance with limits of \$1,000,000 in the aggregate covering Consultant against all sums which Consultant may become legally obligated to pay on account of any professional liability arising out of the performance of this Agreement.
- 9.2 Consultant agrees to provide City with certificates of insurance evidencing the above-described coverage prior to the start of Services, and annually thereafter. Such certificates shall provide that the applicable insurance policies have been endorsed to provide a minimum of thirty days advance notice to City in the event of cancellation, non-renewal, or reduction in limits by endorsement.

ARTICLE 10. Additional Federal Terms and Provisions

- 10.1 Consultant is hereby informed and acknowledges that the City intends to submit all or part of the costs incurred under this Agreement for payment or reimbursement using federal grant funds. As such, to the extent the costs are submitted under any federal grant and as may be applicable, Consultant agrees to comply with the additional terms and conditions included in the attached Exhibit "B" Federal Terms and Provisions.

ARTICLE 11. Miscellaneous

- 11.1 This Agreement represents the entire and integrated Agreement between the City and Consultant and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement may only be amended, supplemented or modified by written instrument executed by both the City and the Consultant.
- 11.2 It is understood and agreed by the parties hereto, that if any part, term or provision of this Agreement is held by any court of competent jurisdiction to be illegal or in conflict with any applicable law, the validity of the remaining portion or portions of this Agreement shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- 11.3 It is expressly understood and agreed that the obligations of this Agreement, as well as the Consultant's proprietary interest in its Consulting plans and specifications, shall survive the termination of this Agreement under Article 8 above as well as the completion of services under this Agreement.
- 11.4 This Agreement is to be governed by the laws of the State of Alabama.

[SIGNATURE PAGE TO FOLLOW]

WHEREFORE, the undersigned, by their signatures, certify that they have carefully read this Agreement, understand the terms and conditions contained herein, have proper authority to execute this Agreement, and do so as their own free act:

OWNER:

City of Selma, AL

By: _____


James Perkins, Jr.

Title: Mayor

CONSULTANT:

GOODWYN, MILLS & CAWOOD, LLC

By: _____

Robert Ramsey

Title: EVP Disaster Recovery

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Exhibit "B"
Federal Terms and Provisions

1. Access to Records. The following access to records requirements apply to this Agreement in addition to any requirements that may be elsewhere imposed:

- 1.1. Consultant agrees to provide City, the Comptroller General of the United States, or any of their authorized representatives or designees, access to any books, documents, papers, and records of Consultant which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Consultant shall keep its books, documents, papers, and records available for this purpose for at least five years after this Agreement terminates or expires or such longer time as requested by City at any time prior to the expiration of the then applicable time frame. This provision does not limit the applicable statute of limitations.
- 1.2. Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 1.3. Consultant agrees to provide any of the foregoing parties access to construction or other work sites pertaining to the work being completed under this Agreement, if applicable.
- 1.4. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Consultant does not transfer the records to City or any authorized or designated federal representative.

2. Environmental Compliance.

- 2.1. Consultant shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251 et seq.).
- 2.2. Consultant shall report all violations to City, any applicable State agencies, and the regional office of the Environmental Protection Agency.
- 2.3. Consultant shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.
- 2.4. Consultant shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. §6201 et seq.).

3. Contract Work Hours and Safety Standards Act.

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

section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- 3.3. Withholding for unpaid wages and liquidated damages. The applicable federal funding agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.
- 3.4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (3.3.1) through (3.3.4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (3.3.1) through (3.3.4) of this section.
4. **Equal Employment Opportunity.** This provision is applicable to all federally assisted construction contracts, as that term is defined at 41 C.F.R. § 60-1.3. To the extent the Agreement meets this definition, Consultant agrees as follows:
 - 4.1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - 4.2. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - 4.3. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - 4.4. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
 - 4.5. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - 4.6. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- 4.7. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 4.8. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 4.9. The contractor will include the portion of the sentence immediately preceding paragraph 2.4.1 and the provisions of paragraphs 4.4.1 through 4.4.8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

5. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

5.1. If Consultant intends to subcontract any portion of the work covered by this Agreement, Consultant must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible. Affirmative steps must include:

- Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

6. Immigration and Nationality Act.

6.1. Consultant agrees to comply with the terms of the employment provisions contained in 8 U.S.C. Section 1324a(e), Section 274A(e) of the Immigration and Nationality Act.

7. Administrative Remedies for False Claims and Statements.

7.1. Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Consultant's actions pertaining to this Agreement.

8. Remedies.

8.1. If any work performed and/or goods delivered by Consultant fails to meet the requirements of the Agreement, any other applicable standards, codes or laws, or otherwise breaches the terms of the Agreement, City may in its sole discretion:

- elect to have Consultant re-perform or cause to be re-performed, at Consultant's sole expense, any of the work which failed to meet the requirements of the Agreement;
- in the case of goods, reject the goods and require Consultant to provide replacement goods that meet the needs of City and the terms of the Agreement;
- hire another contractor to perform the work and deduct any additional costs incurred by City as a result of substituting contractors from any amounts due to Consultant; or
- pursue and obtain any and all other available legal or equitable remedies.

8.2. This Section shall in no way be interpreted to limit City's right to pursue and obtain any and all other available legal or equitable remedies against Consultant.

9. Compliance with Applicable Laws.

- 9.1. Consultant agrees to be bound by the terms of the Federally-Funded Subaward and Grant Agreement between City and FEMA and/or the State of Alabama and any of its agencies if applicable.
- 9.2. The Consultant agrees to be bound by all applicable state and federal laws, regulations, and Executive Orders.

10. Suspension and Debarment

- 10.1. Federal regulations restrict the City from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, where the contract is funded in whole or in part with federal funds. Accordingly, a contract or subcontract must not be made with any parties listed on the SAM Exclusions list. SAM Exclusions is the list maintained by the General Services Administration that contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority. The Consultant can verify its status and the status of its principals, affiliates, and subcontractors at www.SAM.gov.
- o This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - o Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - o This certification is a material representation of fact relied upon by the City. If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

11. Byrd Anti-Lobbying Amendment.

- 11.1. Consultants who apply or bid for an award of \$100,000 or more shall file the required certification found at APPENDIX A, 44 C.F.R. PART 18. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient.

<p>Certification for Contracts, Grants, Loans, and Cooperative Agreements</p> <p>(to be submitted with each bid or offer exceeding \$100,000)</p> <p>The undersigned certifies, to the best of his or her knowledge and belief, that:</p> <p>(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.</p>

- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Goodwyn, Mills, and Cawood certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Consultant understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____ Date March 4, 2023

Signature

Name: Robert Ramsey

Title: Executive Vice President

RESOLUTION NO. R153-22/23

A RESOLUTION OF THE CITY OF SELMA, ALABAMA, TO AUTHORIZE THE SHORT-TERM, LIMITED, 28-DAY RETENTION OF A CONSULTANT AND TO AUTHORIZE THE SOLICITATION OF SEALED BIDS AND/OR REQUESTS FOR PROPOSALS, AS APPROPRIATE, THROUGH A COMPETITIVE PROCUREMENT PROCESS FOR DEBRIS REMOVAL/DEBRIS MANAGEMENT SERVICES, FOR DEBRIS MONITORING SERVICES, AND FOR CONSULTING SERVICES.

WHEREAS, according to the National Weather Service, “Numerous strong to severe thunderstorms impacted Central Alabama during the morning and afternoon hours of Thursday, January 12th, 2023,” wherein “[s]everal supercell thunderstorms spawned multiple tornadoes which caused significant damage in many areas,” and “[t]he severe thunderstorms also produced damaging straight-line winds and hail up to golf ball size” (the “Natural Disaster”), see National Weather Service, “Tornado Outbreak of January 12, 2023,” https://www.weather.gov/bmx/event_01122023 (accessed Jan. 23, 2023);

WHEREAS, the Natural Disaster struck parts of the City of Selma, Alabama (“the City”), causing extensive damage to property and injuring persons in its path;

WHEREAS, on January 15, 2023, the President of the United States “declared that federal disaster assistance has been made available to the state of Alabama to supplement state and local response efforts in the areas affected by severe storms, straight-line winds and tornadoes on Jan. 12, 2023,” see FEMA, “President Joseph R. Biden, Jr. Approves Major Disaster Declaration for Alabama,” <https://www.fema.gov/press-release/20230115/president-joseph-r-biden-jr-approves-major-disaster-declaration-alabama#:~:text=WASHINGTON%20%E2%80%93%20FEMA%20announced%20today%20that,on%20Jan.%2012%2C%202023> (accessed Jan. 23, 2023);

WHEREAS, on February 10, 2023, the President of the United States made additional disaster assistance available to the State of Alabama related to the Natural Disaster by providing that Federal funds for debris removal and emergency protective measures would be increased to 100 percent of the total eligible costs for a 30-day period of the State’s choosing within the first 120 days of the incident period, see The White House, “President Joseph R. Biden, Jr. Amends Alabama Disaster Declaration,” <https://www.whitehouse.gov/briefing-room/statements-releases/2023/02/09/president-joseph-r-biden-jr-amends-alabama-disaster-declaration/> (accessed February 9, 2023);

WHEREAS, when purchasing under a FEMA award, the City must have documented procurement policies and procedures, which reflect applicable local and state law, and must ensure compliance with the federal requirements listed at 2 C.F.R. §§ 200.318 – 200.327, and it is the City’s procurement policy and procedure to follow applicable state law on competitive bidding and public works;

WHEREAS, on January 12, 2023, the Governor of the State of Alabama issued a proclamation of a state of emergency related to the Natural Disaster for six counties, including Dallas County (“the Alabama State of Emergency”);

WHEREAS, in Resolution No. 135-22/23, the City Council of the City of Selma, Alabama (the “City Council”) made certain emergency findings pursuant to the Alabama Emergency Management Act of 1955, which is set forth at Sections 31-9-1 through 31-9-25 of the *Code of Alabama* (1975), and those findings are incorporated by reference as a part of this Resolution as though fully set forth herein;

WHEREAS, it is necessary to retain a debris removal/debris management services contractor to perform demolition, clearance, removal, transport, temporary storage, segregation, reduction, and ultimately, disposal (including reduction and recycling) of debris generated by the Natural Disaster (“Debris Removal/Debris Management Services”);

WHEREAS, it is necessary to retain a debris monitoring contractor to ensure that any Debris Removal/Debris Management Services contractor selected performs in accordance with the terms, conditions, and specifications of its contract (“Debris Monitoring Services”), provided that the debris monitoring contractor is not an entity related to the Contractor or otherwise prohibited by the standards, policies, and procedures established by this Resolution or otherwise by law; and

WHEREAS, it is necessary to retain the professional and consultation services of a contractor to assist the City in responding to the Natural Disaster; to assist with administering and managing grant funds; to help prioritize, scope, and implement projects designed to mitigate risks; to provide professional assistance to ensure all legal procurement requirements are met and to assist with planning, training, and exercising public safety, public works, emergency personnel, and public management to ensure a full understanding of the standard operating procedure necessary to properly document for FEMA reimbursement; to assist with financial management, community resilience, FEMA disputes, FEMA appeals, and economic redevelopment (“Consulting Services”);

WHEREAS, pursuant to 2 C.F.R. § 200.320(c)(3), noncompetitive procurement can be used when “[t]he public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation”;

WHEREAS, due to the public exigency that exists, the City Council desires, through noncompetitive procurement, to engage a contractor to provide Consulting Services on a short-term, limited, 28-day basis so that the contractor can assist the City in administering and managing projects to respond to the Natural Disaster;

WHEREAS, the noncompetitive procurement of Consulting Services on a short-term, limited, 28-day basis authorized by this Resolution, is necessary because of the exigent and emergency circumstances resulting from the Natural Disaster, including the following specific conditions and circumstances that warrant the retention of Consulting Services, which also demonstrate that full and open competition could not have been met:

- There will be a limited window established by the State of Alabama for debris removal and emergency protective measures that will be reimbursed at 100 percent of the total eligible costs, which will fall within the first 120 days of the incident period (i.e., on or before May 12, 2023), and therefore, time is of the essence to prepare a response plan in order to develop competitive solicitations for Debris Removal/Debris Management Services, Debris Monitoring Services, and Consulting Services so that the City can make timely awards and take full advantage of the period of 100 percent reimbursement;
- Debris remains widespread and continues to be located on the homes, buildings, and cars that the Natural Disaster has destroyed, impairing critical infrastructure that has yet to be repaired;
- Further, the debris poses a danger to residents due to blocking access to driveways, mailboxes, and fire hydrants, which limits critical life and safety services offered by the City, and if someone is injured during roofing repairs or a house fire impacts a neighborhood, first responders will struggle to render first aid with large debris piles around driveways, mailboxes, and hydrants;
- With residents focusing on debris and the commercial district on the northside of the City still struggling, the economic recovery of the community remains in danger;
- COVID 19 has impacted City staff by hampering key City functions and departments, and releasing a request for proposal and procuring Debris Removal/Debris Management Services remains difficult with multiple COVID 19-related absences; and
- The City has reviewed multiple proposals for Consulting Services to determine which contracting mechanism works best for the City and to

provide a benchmark for pricing;

WHEREAS, the noncompetitive procurement action authorized by this Resolution will allow the City a sufficient amount of time to award a contract that complies with all procurement requirements, which the City anticipates will take a period of approximately 14 days;

WHEREAS, by providing for a limited Consulting Services contract on an exigent and emergency basis to develop and refine the City's strategy for responding to the Natural Disaster, rather than generally or as a part of a larger package, the City can obtain a more economical purchase to avoid the procurement of unnecessary services;

WHEREAS, within the meaning of 2 C.F.R. § 200.320(c)(3), the Natural Disaster has created a public exigency or emergency and the requirement for Consulting Services will not permit a delay resulting from publicizing a competitive solicitation;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Selma, Alabama, while in special session on Tuesday, March 28, 2023, at 6:00 p.m. as follows:

1. The City Council finds that the foregoing recitals are true and correct.
2. The Mayor, or the City Council President when permitted by Ordinance No. 0177-17/18, is hereby authorized and directed to enter into the attached contract with Goodwyn, Mills & Cawood, LLC (the "Consultant") for Consulting Services on an exigent and emergency basis for a period not to exceed 28 days from the date of this Resolution with terms modified to conform with the requirements of this Resolution.
 - a. The City Council finds that the Consultant is a responsible contractor possessing the ability to perform successfully under the terms and conditions of the proposed procurement. The City Council has considered and found satisfactory the Consultant's integrity, compliance with public policy, record of past performance, and financial and technical resources.
 - b. The Consultant has represented that it has not been debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities as required by 2 C.F.R. § 200.214.
 - c. The City Council hereby determines that the Consulting Services contract authorized by this Resolution is the only type suitable to address the Consulting Services required as a result of the Natural Disaster. The City still intends to solicit a competitively procured request for proposals shortly after execution of this exigent

circumstances contract. This two-step process allows the City to mitigate against threats to life, public health, infrastructure, and the economic recovery while moving towards full and open competition in accordance with FEMA rules and regulations.

3. Once the Consultant has developed, prepared, and recommended solicitation packages for Debris Removal/Debris Management Services and Debris Monitoring Services, the City Council hereby requests that the Consultant on behalf of the City solicit sealed bids and/or requests for proposals, as appropriate, through a competitive procurement process for Debris Removal/Debris Management Services and Debris Monitoring Services. The Consultant is authorized to work with Hogg Stone Associates (HSA) Engineers as the City's engineer to develop and prepare the solicitation packages contemplated by this Paragraph. Without the involvement of the Consultant, HSA is authorized to develop, prepare, and recommend a solicitation package for Consulting Services and to solicit sealed bids and/or requests for proposals, as appropriate.

- a. No authority to award a contract is delegated by this Resolution, and the City Council expressly reserves the right to reject any or all bids and/or proposals received and/or to determine that it is not in the best interests of the City to award a contract for any of the services solicited.
- b. All those submitting a bid and/or a proposal through the competitive procurement process must demonstrate that they are a responsible contractor possessing the ability to perform successfully under the terms and conditions of the proposed procurement. In making any award, the City Council will consider the submitter's integrity, compliance with public policy, record of past performance, and financial and technical resources.
- c. All those submitting a bid and/or a proposal through the competitive procurement process must demonstrate that they have not been debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities as required by 2 C.F.R. § 200.214.
- d. All services solicited through the competitive procurement process shall have a not-to-exceed amount that any selected contractor shall exceed at the contractor's own risk. The not-to-exceed amount shall be included in the Notice to Proceed in an amount determined by the Mayor and may be increased by the Mayor with a notice in writing to the contractor, but in no event shall the not-to-exceed amount be greater than the amount established in the resolution awarding the

contract without additional authorization of the City Council.

4. The City hereby establishes certain standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of the contracts contemplated by this Resolution or any related thereto:

- a. No employee, officer, or agent of the City may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest.
- b. A conflict of interest would arise when an employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an entity considered for a contract.
- c. The officers, employees, and agents of the City may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts, except where the gift is an unsolicited item of nominal value and is not prohibited by the Alabama Ethics Law.
- d. In the case of a violation of these standards of conduct, the City will discipline the officer, employee, or agent up to and including termination, according to its duly adopted disciplinary procedures.
- e. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

5. The City Council hereby creates a Debris Submission Review Committee that will be charged with reviewing all bids and/or proposals received for Debris Removal/Debris Management Services and/or Debris Monitoring Services and recommending to the City Council whether to award one or more contracts for the same. The Debris Submission Review Committee shall adhere to the standards, guidance, terms, and policies referenced in and established by this Resolution. The Debris Submission Review Committee shall consist of the following six members, each of whom shall have one vote: 1.) the Mayor or his designee, 2.) the President of the City Council or his designee, 3.) the Director of Public Works or his designee, 4.) the Director of Planning and Development or her designee, 5.) a representative of Hogg Stone Associates (HSA) Engineers, and 6.) the Consultant. However, in the event that the Consultant submits a bid for a service solicited, then the Consultant shall not participate in the Debris Submission Review Committee with respect to that service.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELMA,
ALABAMA, THIS THE 28th DAY OF MARCH, 2023.

The Municipality of Selma, Alabama

WARREN YOUNG, *President*

ATTEST:

IVY HARRISON, *City Clerk*

JAMES PERKINS, JR., *Mayor*

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)
DALLAS COUNTY)

I, Ivy Harrison, City Clerk of the City of Selma, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a Resolution duly adopted by the City Council of the City of Selma, Alabama, on the 28th day of March, 2023.

Witness my hand and seal of office this ___ day of _____, 2023.

Ivy Harrison, City Clerk

RESOLUTION NO. R135-22/23

A RESOLUTION OF THE CITY OF SELMA, ALABAMA, TO PROVIDE FOR AN EMERGENCY RESPONSE TO THE TORNADO OF JANUARY 12, 2023.

WHEREAS, according to the National Weather Service, “Numerous strong to severe thunderstorms impacted Central Alabama during the morning and afternoon hours of Thursday, January 12th, 2023,” wherein “[s]everal supercell thunderstorms spawned multiple tornadoes which caused significant damage in many areas,” and “[t]he severe thunderstorms also produced damaging straight-line winds and hail up to golf ball size” (the “Natural Disaster”), see National Weather Service, “Tornado Outbreak of January 12, 2023,” https://www.weather.gov/bmx/event_01122023 (accessed Jan. 23, 2023);

WHEREAS, the Natural Disaster struck parts of the City of Selma, Alabama (“the City”), causing extensive damage to property and injuring persons in its path;

WHEREAS, on January 15, 2023, the President of the United States “declared that federal disaster assistance has been made available to the state of Alabama to supplement state and local response efforts in the areas affected by severe storms, straight-line winds and tornadoes on Jan. 12, 2023,” see FEMA, “President Joseph R. Biden, Jr. Approves Major Disaster Declaration for Alabama,” <https://www.fema.gov/press-release/20230115/president-joseph-r-biden-jr-approves-major-disaster-declaration-alabama#:~:text=WASHINGTON%20%E2%80%93%20FEMA%20announced%20today%20that,on%20Jan.%2012%2C%202023> (accessed Jan. 23, 2023);

WHEREAS, on January 12, 2023, the Governor of the State of Alabama issued a proclamation of a state of emergency related to the Natural Disaster for six counties, including Dallas County (“the Alabama State of Emergency”);

WHEREAS, as set forth in Section 31-9-2(a)(2) of the *Code of Alabama (1975)*, in a case of declared disaster or emergency of unprecedented size and destructiveness resulting from natural causes, the Alabama Emergency Management Act of 1955 has found and declared it necessary “To confer upon the Governor and upon the governing bodies of the political subdivisions of the state the emergency powers provided in [the Act]”;

WHEREAS, pursuant to Section 11-47-130 of the *Code of Alabama (1975)*, “All cities and towns in this state shall have the power to maintain the health and cleanliness of the city or town within its limits and within the police jurisdiction thereof;”

WHEREAS, pursuant to Section 11-45-1 of the *Code of Alabama (1975)*, “Municipal corporations may from time to time adopt ordinances and resolutions not inconsistent with the laws of the state to carry into effect or discharge the powers and duties conferred by the applicable provisions of this title and any other applicable provisions of law and to provide for the safety, preserve the health, promote the prosperity, and improve the morals, order, comfort, and convenience of the inhabitants of the municipality, and may enforce obedience to such ordinances;”

WHEREAS, Alabama municipalities are given broad powers related to the promotion of sanitation:

In addition to the powers granted to them by the applicable provisions of this title or any other provisions of law, all cities and towns of this state shall have the following powers, and the councils or other governing bodies of such cities and towns may provide by ordinance or resolution for the exercise or enforcement of the same:

...

(3) To adopt such ordinances and regulations as the council or other governing body may deem necessary to insure good sanitary condition in public places or in private premises in

the cities and towns

ALA. CODE § 11-47-131 (1975); and

WHEREAS, the City Council of Selma, Alabama ("City Council") desires to adopt this Resolution to exercise certain emergency powers set forth under Alabama law, including but not limited to those set forth in the Alabama Emergency Management Act of 1955, including Section 31-9-10 of the *Code of Alabama* (1975);

NOW, THEREFORE, BE IT RESOLVED by the City Council of Selma, Alabama, while in special session on Tuesday, January 24, 2023, at 6:00 p.m. as follows:

1. Pursuant to Sections 31-9-2(a) and 31-9-10(b)(5) of the *Code of Alabama* (1975), the City Council finds and determines that the Natural Disaster was a disaster or emergency of unprecedented size and destructiveness resulting from natural causes and that, in order, to insure the preparations of the state, and specifically the City, will be adequate to deal with such an emergency, and generally to protect the public peace, health, safety, and to preserve the lives and property of the people of the state, and specifically the City, the measures set forth in this Resolution are hereby found and declared to be necessary.

2. The City Council hereby recognizes that the Alabama State of Emergency has been proclaimed by the Governor. Accordingly, the terms of this Resolution and the authority extended by this Resolution shall be in effect for so long as, but only for so long as, the Alabama State of Emergency continues in effect. Unless extended by the Governor, pursuant to Section 31-9-8(a) of the *Code of Alabama* (1975), the Alabama State of Emergency "shall terminate 60 days after the date on which it was proclaimed," which, in this case, would be on Monday, March 13, 2023.

3. For purposes of responding to the Natural Disaster that is the subject of the Alabama State of Emergency, in accordance with Section 31-9-10(a) of the *Code of Alabama* (1975), the Mayor is hereby appointed as the director of emergency management for the City, and in such capacity, the Mayor "shall have direct responsibility for the organization, administration, and operation of [the City] for emergency management, subject to the direction and control of [the City Council]."

4. Subject to the limitations set forth herein and subject to the continuing spending limitations set forth in City Resolution No. R205-16/17, the Mayor is hereby authorized pursuant to Section 31-9-10(b) of the *Code of Alabama*:

- A. To appropriate and expend funds, make contracts, obtain and distribute equipment, materials, and supplies for emergency management purposes; to provide for the health and safety of persons and property, including emergency assistance to the victims of the Natural Disaster; and to direct and coordinate the development of emergency management plans and programs in accordance with the policies and plans set by the federal and state emergency management agencies;
- B. To appoint, employ, remove, or provide, with or without compensation, auxiliary fire and police personnel and other emergency management workers; provided, that compensated employees shall be subject to any existing civil service or Merit System laws;
- C. To establish a primary and one or more secondary control centers to serve as command posts;
- D. To assign and make available for duty the employees, property, or equipment of the City relating to firefighting, engineering, rescue, health, medical and related service, police, transportation, construction, and similar items or services for emergency management purposes, within or outside of the physical limits of the City; and
- E. To close any and all public buildings owned or leased by and under the control of the City where emergency conditions warrant, and in the event that any documents required to be filed by a time certain deadline cannot be filed in a timely manner due to the closing of an office under this authorization, the deadline for filing shall be extended to the date that the office is reopened as

provided in Section 1-1-4 of the *Code of Alabama* (1975).

5. Pursuant to Section 31-9-10(b)(5) of the *Code of Alabama* (1975), related to and for the duration of the Alabama State of Emergency, the City Council hereby waives procedure and formalities otherwise required by law pertaining to the performance of public work, entering into contracts, the incurring of obligations, the employment of temporary workers, the utilization of volunteer workers, the rental of equipment, the purchase and distribution with or without compensation of supplies, materials, and facilities, and the appropriation and expenditure of public funds.


6. In connection with the Natural Disaster that is the subject of the Alabama State of Emergency, the Mayor is hereby authorized to apply for grants, as funds are appropriated for such specific purpose, for the recovery of personnel and administrative costs by the City for emergency management and emergency preparedness.

7. Pursuant to Sections 31-9-18 and 31-9-24 of the *Code of Alabama* (1975), whenever the federal government or any agency or officer thereof, the State of Alabama or any agency or officer thereof, or any person, firm, or corporation shall offer to the City services, equipment, supplies, materials, or funds by way of gift, grant, or loan for purposes of emergency management, the City Council hereby authorizes the Mayor to accept such offer, and upon such acceptance, the City Council authorizes the Mayor to receive such services, equipment, supplies, materials, or funds on behalf of the City. Once any such services, equipment, supplies, materials, or funds are received by the Mayor on behalf of the City, the Mayor shall report the receipt of the same to the City Council at its next meeting, and the City Council in its sole discretion may thereafter determine how to use or apply the same.

8. A proper accounting system to record revenues and expenditures of disaster assistance funds in accordance with generally accepted accounting standards and OMB Regulation 2 CFR Part 200 as applicable is vital, and the City Council hereby directs the creation of a disaster recovery building fund, Fund 45.


**ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELMA, ALABAMA,
THIS THE 23rd DAY OF JANUARY, 2023.**

The Municipality of Selma, Alabama


WARREN YOUNG, *President*

ATTEST:


IVY HARRISON, *City Clerk*


JAMES PERKINS, JR., *Mayor*

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Ivy Harrison, City Clerk of the City of Selma, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a Resolution duly adopted by the City Council of the City of Selma, Alabama, on the 23rd day of January, 2023.

Witness my hand and seal of office this ___ day of _____, 2023.

Ivy Harrison, City Clerk

4

JAMES PERKINS, JR.
MAYOR



222 BROAD STREET
SELMA, ALABAMA 36702

OFFICE OF THE MAYOR
WE ARE TOGETHER.

MEMORANDUM

To: Selma City Council
From: James Perkins, Jr., Mayor, City of Selma
Date: April 4, 2023
Re: **Payment for E3Solutions**

Find attached documents supporting the above referenced subject. The same are submitted for your consideration.

I ask for your favorable consideration and vote.

If you have questions, please respond in writing. In advance, thank you.

JPJ/dt

STATE OF ALABAMA }
COUNTY OF DALLAS }

CONTRACT FOR SERVICES

THIS AGREEMENT is made and entered into in duplicate on this 20th day of February, 2023, by and between the City of Selma, Alabama, a municipal corporation, via James Perkins, Mayor of the City of Selma, Alabama on behalf of the City of Selma, Alabama hereinafter called "*City*", and E3 Solutions, Inc. hereinafter called "*CONSULTANT*."

WITNESSETH

WHEREAS, The City Council of Selma, Alabama, is authorized by Alabama State Statute 11-43-56 to manage the finances of the municipality; *and*

WHEREAS, RESOLUTION R135-22/23 provides for EMERGENCY PROCUREMENT of GOODS and SERVICES DUE to the SELMA TORNADO of JANUARY 12, 2023 by the Mayor; *and*

WHEREAS, City is desirous of securing the personal professional services of CONSULTANT to supply technical assistance in the areas outlined in the Scope of Services for the City, CONSULTANT AGREES TO PROVIDE THE FOLLOWING SERVICES TO THE CITY OF SELMA:

1. Serve as environmental technical adviser to the City on landfill issues in support of the **January 12, 2023** tornado disaster recovery.
2. Serve as the liaison for the City to the Alabama Department of Environmental Management (ADEM) and the Environmental Protection Agency (EPA) on environmental issues with a strong focus on the recent disaster in Selma.
3. Serve as the Project Manager and start the programmatic portion of the ADEM Recycling Grant received by the City in October 2022. (The ADEM Recycling Grant will end on **September 30, 2023**) to ensure ADEM compliance while supporting disaster recovery and relief.
4. Review the City of Selma's ADEM Recycling Grant Terms and Conditions and Kick-Off the ADEM Recycling Project in March 2023.
5. Aid with preparation of environmental and other EPA and ADEM technical requirements and grants.
6. Identify sites that may have environmental issues.
7. Supply consultation on sites that have environmental issues.

CITY AGREES TO ASSIST IN THE FOLLOWING MANNER AND PROVIDE THE FOLLOWING ITEMS/DELIVERABLES AS AND WHEN AVAILABLE:

1. Access to all FEMA and ADEM communication(s) regarding the January 12, 2023 tornado clean up and Recycling, or related grants, sites, and issues made the subject of FEMA, EPA and ADEM-related issues.

2. Access to data, personnel, technology, records, and all internal and external stakeholders who are or which are EPA and ADEM-related issues.
3. Permission to meet with City Council, the Mayor and department/unit heads when and where necessary and appropriate.
4. City Parking Pass if needed.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE MUTUAL PROMISES CONTAINED HEREIN, THE CITY OF SELMA VIA MAYOR JAMES PERKINS, JR., AND CONSULTANT AGREE AS FOLLOWS:

1. This Agreement shall be for the period of February 20, 2023 through September 30, 2023.
2. Notwithstanding any other provisions of this Agreement, it is agreed that neither the City Council President, Council, Mayor nor any personnel of the City has any financial interest in the person or business of CONSULTANT and shall not be liable for any debts or obligations incurred by CONSULTANT nor shall the City be deemed or construed to be a partner, joint venture or otherwise interested in the assets of CONSULTANT, or profits earned or derived by CONSULTANT at any time, nor shall CONSULTANT use the name or credit of the City or name of any officer, department head, employee, appointed or elected individual of the City in purchasing, or attempting to directly purchase, any equipment, supplies or other thing, or things, whatsoever.
3. CONSULTANT, in the performance of its services and obligations hereunder, shall not be considered to be the agent of the City but shall be an independent contractor in every respect and shall take all steps at its own expense, as the City may from time to time request, to indicate that it is an independent contractor. The City does not and will not assume any responsibility for the means by which or manner in which services of CONSULTANT, provided for herein, are performed; but on the contrary, CONSULTANT shall be wholly responsible therefor.
4. CONSULTANT shall not transfer or assign this Agreement or the license or any of the rights or privileges granted herein without the prior written consent of the City.
5. CONSULTANT hereby agrees to comply strictly with all Ordinances of the City of Selma, Alabama, and the laws of the State of Alabama and laws of the United States of America while performing under the terms of the Agreement.
6. The City and CONSULTANT agree that there is not anything in this Contract that is to be construed to extend the life of said contractual Agreement beyond the stated term of February 20, 2023 through September 30, 2023.
7. In consideration therefore, the City of Selma, to pay the sum of FIFTY-TWO THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS (\$52,500.00), payable in equal amounts of \$7,500.00 per month for seven (7) months to CONSULTANT for services rendered. In consideration for the services provided herein, the City agrees to pay E3 Solutions the sum of \$52,500.00 commencing February 20, 2023 through September 30, 2023. The amount of time CONSULTANT is to provide service to the City will include, but not exceed, eight days per month onsite in Selma, plus reasonable time remotely via telephone, Zoom, internet or other communications if

necessary. CONSULTANT will invoice the City of Selma on a monthly basis. In addition to the above stated services to be provided by CONSULTANT, this amount includes the cost of travel and lodging for one person, not to exceed eight days per month. Work will begin once the contract is initiated by the City of Selma.

8. CONSULTANT warrants its services stated herein to the extent that the work will be performed as a reasonable CONSULTANT possessing the competency, knowledge and skills sufficient to provide the services described in this agreement would perform such work and shall be performed according to standard practices.
9. CONSULTANT is a corporation duly organized, validly existing and in good standing under the laws of the State of Alabama. The person executing this Agreement on behalf of CONSULTANT has full power and authority to execute and deliver this Agreement to the City. This Agreement constitutes the valid and legally binding obligation of CONSULTANT, enforceable in accordance with its terms and conditions.
10. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama and it is expressly agreed and stipulated that this contract shall be deemed to have been executed and performable by all parties in Dallas County, Alabama. The jurisdiction for any actions arising under this Agreement shall lie in the state and federal courts of Dallas County, Alabama.
11. The parties hereto shall comply with the requirements of all applicable laws, statutes, ordinances, rules, regulations and orders of all governmental authorities.

NOW, THEREFORE, this Agreement, executed in duplicate, constitutes the full agreement of said parties hereto.

IN WITNESS WHEREOF, the City of Selma, Alabama, a Municipal Corporation, has caused its name to be affixed hereto by its Mayor, James Perkins, Jr., attested by its City Clerk, both duly authorized and E3 Solutions, Inc. has caused its name to be affixed hereto by its President, Debra H. Love, duly authorized, all on this the day and date first above written.

CITY OF SELMA, ALABAMA

By: 

James Perkins, Jr., Mayor
City of Selma, Alabama

E3 SOLUTIONS, INC.

By: 

Debra H. Love, President

ATTEST:

Ivy Harrison, City Clerk
City of Selma, Alabama



Period Covered: February 20, 2023- March 20, 2023

Invoice Date: March 21, 2023

Invoice No: 2023_Selma_E3_001

E3 Solutions Work Summary

- Provided technical support to City on environmental issues related to the recent tornado disaster.
- Conversations with FEMA, contractors, ADEM, ALDOT and monitoring company on debris management and exposure at City of Selma Landfill
- Reviewed ADEM regulations for debris to be placed in the City of Selma's Landfill
- Made recommendations that City of Selma's landfill receive local tornado debris.
- Facilitated the discussions for days, advocating that the debris from Selma that was going to Prattville's landfill from February 20 to 28, 2023 be changed to Selma's landfill.
- Received permission from all parties for the City of Selma's to receive debris on February 28, 2023.
- From March 1-March 17, 2023, the City of Selma's revenue was **\$873,065**.
- Met with the City and ADEM to plan an Earth Day Program scheduled for April 27, 2023, from 9:00 am to 2:30 pm.
- Initiated planning for Earth Day/Recycle Program.
- Prepared Flyer for Earth Day and initiated outreach.
- Daily Meetings with Landfill Staff
- Regular Meetings with Planning and Development Staff
- Provided daily technical support to Landfill Director and Landfill Staff.
- Conducted site visits at the landfill.
- Made recommendations to Landfill Director and Supervisor
- Travel expenses to Selma.
- Identified environmental grants opportunities.

SUBMITTED BY:

TOTAL AMOUNT OF INVOICE

\$7,500.00

A handwritten signature in blue ink, appearing to read "Debra Love", is written over a horizontal line.

Debra Love
President

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JAMES PERKINS, JR.
MAYOR



222 BROAD STREET
SELMA, ALABAMA 36702

OFFICE OF THE MAYOR
WE ARE TOGETHER.

MEMORANDUM

To: Selma City Council
From: James Perkins, Jr., Mayor, City of Selma
Date: April 4, 2023
Re: **AMIC Voter Designation Form**

Find attached documents supporting the above referenced subject. The same are submitted for your consideration.

I ask for your favorable consideration and vote.

If you have questions, please respond in writing. In advance, thank you.

JPJ/dt



ALABAMA MUNICIPAL INSURANCE CORPORATION

110 NORTH RIPLEY STREET • MONTGOMERY, AL 36104
PHONE: 334-386-3863 • FAX: 334-386-3873 • TOLL FREE: 1-866-239-AMIC (2642)
WWW.AMICENTRAL.ORG

MEMORANDUM

DATE: March 22, 2023
TO: All Voting Members of the Alabama Municipal Insurance Corporation
FROM: Sean Duke, President
RE: Notice of Annual Membership Meeting
Naming of Voting Delegates
ENCLOSURE: Voter Designation Form

The Board of Directors of the Alabama Municipal Insurance Corporation has set the Annual Membership Meeting of the Corporation.

Thursday, May 11, 2023, at 11:00 AM
Forum C in the Birmingham-Jefferson Convention Complex
Birmingham, AL

The Bylaws of the Alabama Municipal Insurance Corporation authorize the mayor of each voting member municipality or chairman of each policy holder utility board to appoint the voting delegate and a first and second alternate for this meeting.

Attached is the voting delegate form, which must be completed and returned to the Alabama Municipal Insurance Corporation at its offices in Montgomery, Alabama. A return envelope is enclosed for your convenience.

THE VOTING DELEGATE FORM MUST BE RECEIVED IN THE OFFICES OF THE CORPORATION NO LATER THAN MAY 1, 2023, FOR YOUR MUNICIPALITY TO BE ELIGIBLE TO VOTE. PLEASE ATTEND TO THIS MATTER IMMEDIATELY.

If you have any questions about this matter, contact Gina Smith at 334-386-4224

***** The voting delegates should NOT be the same as the person you named on your proxy form*****

RECEIVED

MAR 24 2023

Initial

DNT

Insuring the Future of Local Government

AMIC VOTER DESIGNATION FORM

VOTING DELEGATES FOR ANNUAL MEMBERSHIP MEETING OF THE ALABAMA MUNICIPAL INSURANCE CORPORATION TO BE HELD IN BIRMINGHAM, ALABAMA ON MAY 11, 2023.

REMEMBER. DO NOT NAME SOMEONE WHO HAS ALREADY BEEN NAMED AS PROXY AS YOUR VOTING DELEGATE OR 1ST OR 2ND ALTERNATE VOTING DELEGATE.

Member: Selma

Voting Delegate: _____

1st Alternate Delegate: _____

2nd Alternate Delegate: _____

Signed: _____
Honorable James Perkins, Jr.

Dated: _____

**THIS FORM MUST BE IN THE OFFICE OF THE CORPORATION NO LATER THAN
MAY 1, 2023 FOR YOUR MUNICIPALITY TO BE ELIGIBLE TO VOTE.**



VOTDES
2023

6

JAMES PERKINS, JR.
MAYOR



222 BROAD STREET
SELMA, ALABAMA 36702

OFFICE OF THE MAYOR
WE ARE TOGETHER.

MEMORANDUM

To: Selma City Council
From: James Perkins, Jr., Mayor, City of Selma
Date: April 4, 2023
Re: **ADEM Request for Information**

Find attached documents supporting the above referenced subject. The same are submitted for your consideration.

I ask for your favorable consideration and vote.

If you have questions, please respond in writing. In advance, thank you.

JPJ/dt

LANCE R. LEFLEUR
DIRECTOR



Alabama Department of Environmental Management
adem.alabama.gov

1400 Coliseum Blvd. 36110-2400 ■ Post Office Box 301463
Montgomery, Alabama 36130-1463
(334) 271-7700 ■ FAX (334) 271-7950

RECEIVED

MAR 24 2023

Initial

DNT

KAY IVEY
GOVERNOR

March 17, 2023

CERTIFIED MAIL 9489 0090 0027 6355 2300 20

Mayor James Perkins, Jr.
City of Selma
Post Office Box 450
Selma, Alabama 36702

Re: Request for Information
City of Selma C/D Landfill
Permit No. 24-07

Dear Mayor Perkins:

The Department conducted a compliance assistance visit at the aforementioned facility on January 23, 2022. The purpose of the visit was to provide compliance assistance in regards to the recent storm damage in the area. During the site visit, several issues were noted, including uncovered and flagging waste in the disposal area, erosion rills and litter in the drainage feature. The issues were brought to the attention of facility personnel who stated that the issues would be addressed immediately.

In addition, the Department issued a Notice of Violation (NOV) to the City of Selma C/D Landfill on July 26, 2022, for disposal of an unapproved waste stream outside of the permitted disposal boundary of the landfill. The NOV included a request for additional information pertaining to the incident in question. In a response letter dated October 31, 2022, you indicated that due to a lack of funding and a FY 2023 budget, the City had been unable to implement a solution. In the interim, the approach was to remove the material from the landfill and containerize it in roll-off containers. To date, the Department has not received an update on current conditions at the landfill. As such, the Department requests the following information:

- Has a FY2023 budget been approved, including funds to adequately address issues at the landfill?
- Have roll-offs been acquired/rented to facilitate the removal of the unapproved material? If so, please provide an update on activities to transfer the material into the roll-offs? Please provide the number of roll-offs and whether the material is covered (with a tarp or similar material) while containerized.
- If roll-offs have not been acquired, what is the current status of the material in question?
- What is the status of the sampling of the material?

Birmingham Branch
110 Vulcan Road
Birmingham, AL 35209-4702
(205) 942-6168
(205) 941-1603 (FAX)

Decatur Branch
2715 Sandlin Road, S.W.
Decatur, AL 35603-1333
(256) 353-1713
(256) 340-9359 (FAX)



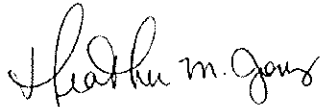
Mobile Branch
2204 Perimeter Road
Mobile, AL 36615-1131
(251) 450-3400
(251) 479-2593 (FAX)

Mobile-Coastal
4171 Commanders Drive
Mobile, AL 36615-1421
(251) 432-6533
(251) 432-6598 (FAX)

- Under Consent Order #21-002-CSW, which was executed on October 14, 2020, the City of Selma was required to provide a Corrective Action Plan (CAP). Under the conditions of the CAP, please provide an update on the reconstruction of the access road.
- Under the conditions of the CAP, please provide an update on the maintenance of the landfill by removal of deep rooted vegetation, correction of erosion rills and regular maintenance of the drainage ditches. In addition, please provide an update on efforts to correct the issues noted during the January 23, 2023 site visit.

A written response addressing the comments above should be submitted within thirty (30) days of receipt of this letter. Should you have any questions, please contact Candace Barnes at 334-271-7830 or at candace.barnes@adem.alabama.gov.

Sincerely,



Heather M. Jones, Chief
Compliance and Enforcement Section
Solid Waste Branch

HMJ/cb



Proposed Landfill Budget Amendment/ADEM Requirements

Date Range 10/01/22 - 03/31/23

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd
Fund 1 - General Fund									
REVENUE									
Department 6303 - Inert Trashfill									
42850	Landfill Income	85,000.00	.00	85,000.00	68,180.00	.00	100,260.00	(15,260.00)	118%
Department 6303 - Inert Trashfill Totals		\$85,000.00	\$0.00	\$85,000.00	\$68,180.00	\$0.00	\$100,260.00	(\$15,260.00)	118%
REVENUE TOTALS		\$85,000.00	\$0.00	\$85,000.00	\$68,180.00	\$0.00	\$100,260.00	(\$15,260.00)	118%
EXPENSE									
Department 6303 - Inert Trashfill									
51005	Other/Professional Serv	71,500.00	(1,500.00)	70,000.00	.00	.00	.00	71,500.00	0
51006	Title Search/Lens	3,705.00	.00	3,705.00	.00	.00	.00	3,705.00	0
51029	Travel, Training & Conf	8,000.00	.00	8,000.00	3,345.77	.00	3,345.77	4,654.23	42
51035	Mach Materials & Supply	5,000.00	.00	5,000.00	.00	.00	99.84	4,900.16	2
51037	Vehicle Exp. Repairs&Maint	61,295.00	.00	61,295.00	2,545.32	.00	14,110.71	43,691.14	29
51038	Auto Fuel	30,000.00	.00	30,000.00	6,780.98	.00	20,716.51	9,283.49	69
51043	Equipment Lease/Rental	.00	.00	.00	.00	.00	25,946.70	(25,946.70)	+++
51055	Fixed Assets - Over \$5K	20,000.00	.00	20,000.00	.00	.00	.00	20,000.00	0
51092	Dirt Pit Landfill	134,000.00	.00	134,000.00	.00	.00	.00	134,000.00	0
51710	Solid Waste Disposal Fees & Fines	6,000.00	39,000.00	45,000.00	.00	.00	4,436.66	1,563.34	74
52100	Regular Salaries	170,320.00	82,098.00	252,418.00	24,509.66	.00	83,820.16	86,499.84	49
52200	FICA Employer	13,029.00	.00	13,029.00	1,839.97	.00	6,174.67	6,854.33	47
52300	Health Insurance	19,910.00	.00	19,910.00	1,316.97	.00	9,657.78	10,252.22	49
52400	Retirement Contribution	4,532.00	.00	4,532.00	643.75	.00	2,377.19	2,154.81	52
52500	Life Insurance	222.00	.00	222.00	42.46	.00	273.46	(51.46)	123
55171	Interest Expense - Capital lease	.00	.00	.00	459.94	.00	7,629.52	(7,629.52)	+++
55401	Principal Payment - Capital Leases	.00	.00	.00	1,440.06	.00	52,069.02	(52,069.02)	+++
59022	One time pay increase	2,500.00	.00	2,500.00	.00	.00	3,750.00	(1,250.00)	150
59023	One time raise fringe benefits	191.00	.00	191.00	.00	.00	286.85	(95.85)	150
Department 6303 - Inert Trashfill Totals		\$550,204.00	\$119,598.00	\$669,802.00	\$42,924.88	\$3,493.15	\$234,694.84	\$312,016.01	43%
EXPENSE TOTALS		\$550,204.00	\$119,598.00	\$669,802.00	\$42,924.88	\$3,493.15	\$234,694.84	\$312,016.01	43%
Fund 1 - General Fund Totals									
REVENUE TOTALS		85,000.00	.00	85,000.00	68,180.00	.00	100,260.00	(15,260.00)	118%
EXPENSE TOTALS		550,204.00	119,598.00	669,802.00	42,924.88	3,493.15	234,694.84	312,016.01	43%
Fund 1 - General Fund Totals		(\$465,204.00)	(\$119,598.00)	(\$584,802.00)	\$25,255.12	(\$3,493.15)	(\$134,434.84)	(\$327,276.01)	

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JAMES PERKINS, JR.
MAYOR



222 BROAD STREET
SELMA, ALABAMA 36702

OFFICE OF THE MAYOR
WE ARE TOGETHER.

MEMORANDUM

To: Selma City Council
From: James Perkins, Jr., Mayor, City of Selma
Date: April 4, 2023
Re: **VA Law Enforcement**

Find attached documents supporting the above referenced subject. The same are submitted for your consideration.

I ask for your favorable consideration and vote.

If you have questions, please respond in writing. In advance, thank you.

JPJ/dt



DEPARTMENT OF VETERANS AFFAIRS

Medical Center
3701 Loop Road East
Tuscaloosa AL 35404

In Reply Refer To: 679/07B

March 6, 2023

The Honorable James Perkins
City of Selma
222 Broad Street
Selma, Alabama 36701

Mayor Perkins:

Current Veterans Affairs policy directives issued by the Deputy Secretary for Security and Law Enforcement require that we maintain written support agreements with local law enforcement agencies. This letter is designed to meet this directive and so solidify the long-standing spirit of cooperation developed between our Agencies.

The Veterans Affairs Medical Center located in Tuscaloosa, Alabama is under the exclusive jurisdiction of the United States government, thus law enforcement services are the responsibility of the VA Police. VA Police Officers are highly trained, armed and experienced in responding to and resolving criminal activity and other police related functions.

Please acknowledge with your signature, both copies as indicated below if you concur with this support agreement, retaining one copy for your records and **returning the second signed copy to our agency using the enclosed SASE.**

I look forward to maintaining and improving a close and professional working relationship with your department. If you should have any questions or concerns regarding this or any other issue, please feel free to contact me at 205-554-3805.

Sincerely yours,

A handwritten signature in black ink that reads "LaTonya L. Mack".

LaTonya L. Mack
Management & Program Assistant
TVAMC Police

RECEIVED

MAR 22 2023

Initial

Handwritten initials in black ink, appearing to be "LTM".



DEPARTMENT OF VETERANS AFFAIRS
Medical Center
Tuscaloosa, AL 35404

March 6, 2023

In Reply Refer To: 679/07B

The Honorable James Perkins
Mayor of Selma
222 Broad Street
Selma, AL 36701

Dear Mayor Perkins:

Our Veterans Affairs directives and regulations require that we have a current written support agreement with local support agencies.

All properties under the control and/or ownership of the Department of Veterans Affairs (VA), Tuscaloosa, Alabama, are under concurrent jurisdiction. This jurisdiction grants local civil support agencies such as Police, Fire and Rescue agencies limited rights to exercise emergency response functions on the VA Medical Center property.

For the purpose of clarification, the Tuscaloosa VA Medical Center, Selma Community Based Outpatient Clinic (CBOC), located in your area of jurisdiction, is of primary interest to our agency in formulating this Emergency Service Support Agreement.

The service support needed from your department will include, but may not be limited to, the following situations:

- Respond to alarm activation, all emergencies, and panic alarms generated by employees or notifications made to you by VA police.
- Armed Hostages Taking Incidents or Terrorist Threats that would require an additional armed response to assist VA authorizes in containing the situation until appropriate federal agencies (FBI) can assume control.
- All crimes to include assaults, armed robberies, etc. within the Selma CBOC. Immediately all incidents will be reported to the VA police or FBI.
- To assist Selma CBOC Clinic Medical Staff with the physical arrest of violent/disorderly persons who pose a serious threat to themselves or others.
- Any other offenses and/or crimes against persons or properties that would be classified as a felony offense within your jurisdiction.
- Fire Department emergency response to medical emergencies, fire and rescue to include fire alarm activation during business and non-business hours.
- VA Police Officer involved shootings which will require immediate notifications to the Federal Bureau of Investigations (FBI). The FBI is responsible for the criminal investigation, should they decline, the local law enforcement agency with jurisdiction would then assume this responsibility. OS&LE will conduct the administrative review of the incident.

The Honorable James Perkins

Please sign both copies as indicated below if you concur with this support agreement. Retain one signed copy for your files and return the other signed copy to us in the enclosed envelope.

If you have questions or concerns regarding this matter or any other issue, please contact Police Chief Cedric Porter at (205)554-2000 ext 7085.

We look forward to maintain a close and professional working relationship with your department. If we can be of assistance to you, please contact us.



JOHN F. MERKLE, FACHE, VHA-CM
Director



Date

JAMES PERKINS
Mayor

Date

8

JAMES PERKINS, JR.
MAYOR



222 BROAD STREET
SELMA, ALABAMA 36702

OFFICE OF THE MAYOR
WE ARE TOGETHER.

MEMORANDUM

To: Selma City Council

From: James Perkins, Jr., Mayor, City of Selma

Date: April 4, 2023

Re: City of Selma – Street Cave-In Assessments and Recommendations

Find attached document(s) for your review about the above referenced subject.

In advance, thank you.

JPJ/dt



HOGG STONE & ASSOCIATES ENGINEERS, INC.

1 Satterfield St
Selma, AL 36701

O: 334.875.1960
F: 334.875.1961

April 3, 2023

Mr. Henry Hicks
Director of Public Works
P.O. Box 450
Selma, Alabama 36701

RE: City of Selma – Street cave-ins assessment and recommendations

Dear Mr. Hicks,

At your request I have come up with costs in reference to current street cave-ins associated with ether sanitary sewer or storm drainage issues.

1. **Franklin Street (6th Ave. to Memorial Ave)** – Replace existing 12" concrete sanitary sewer pipe that is seriously deteriorated with new 12" PVC sanitary sewer pipe
Replace approximately 750 LF of 12" San. Sew. Main\$352,528
Engineering and Inspection.....\$49,706
Total**\$402,234**

2. **Parkman Avenue and Pettus Street** – the actual cause of this cave-in has not been determined. It is either caused from storm drain pipe or sanitary sewer pipe. Both of which are shallow in this intersection. A point repair is needed to determine cause and fix this problem.
Perform point repair\$40,000
Engineering and Inspection.....\$5,600
Total.....**\$45,600**

3. **814 Pettus Street** – a point repair is needed to fix where a lateral enters the sewer main. This has been tv'd and there appears to be a large hole at the lateral location.
Perform point repair\$35,000
Engineering and Inspection.....\$4,900
Total.....**\$57,000**

4. **Martin Luther King Street and Minter Avenue** – this cave-in is located next to a sanitary sewer manhole. The exact cause has not been determined. It is due to either the sanitary sewer manhole or the sanitary sewer main. A point repair is needed in this location to determine the exact cause and to fix this problem.
Perform point repair\$50,000
Engineering and Inspection.....\$7,000
Total.....**\$57,000**

5. **Martin Luther King Street and Voeglin Avenue** - this cave-in is located next to a sanitary sewer manhole. The exact cause has not been determined. It is due to either the sanitary sewer manhole or the sanitary sewer main. A point repair is needed in this location to determine the exact cause and to fix this problem.

Perform point repair\$50,000
Engineering and Inspection.....\$7,000
Total.....\$57,000

6. **Water Avenue and Pelham Street** – this cave-in is next to an existing sanitary sewer manhole. It appears the grout at the incoming pipe locations has deteriorated. The existing manhole is made of brick and needs to be replaced.

Replace Existing Manhole.....\$62,500
Engineering and Inspection.....\$8,750
Total.....\$71,250

7. **Alabama Avenue and Pelham Street** - the actual cause of this cave-in has not been determined. It is either caused from storm drain pipe or sanitary sewer pipe. Both of which are shallow in this intersection. A point repair is needed to determine cause and fix this problem.

Perform point repair\$40,000
Engineering and Inspection.....\$5,600
Total.....\$45,600

Total Costs.....\$735,684

If you should have any questions, please do not hesitate to give us a call.

Sincerely,

HSA ENGINEERS, INC



Meredith Hogg Stone, P.E.