

STATE OF ALABAMA)
)
 FRANKLIN COUNTY) **FRANKLIN COUNTY COMMISSION**
) **SPECIAL CALLED MEETING**
) **AUGUST 29, 2024 8:30 AM**

PRESENT: Honorable Barry Moore, presiding as Judge of Probate and Chairman, and Messrs., Jason Miller, Joseph Baldwin and David Hester, Chris Wallace as Members.

ALSO PRESENT: Solid Waste Manager Gene Ward, Leah Mansell, County Administrator, Jessica Thompson, Greg Hovater, Michael Murray, Jamie Sumeral, and Scott Mugno.

CALL TO ORDER

Chairman Moore called the meeting to order.

INVOCATION

The meeting was opened in prayer by Member David Hester.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Member Joseph Baldwin.

ROLL CALL

Chairman Moore stated that all Members are present.

PUBLIC COMMENTS

Chairman Moore reminded the members of the NACOLG meeting tonight at 6:00 P.M.

APPROVAL OF AGENDA

It is on motion of Mr. David Hester, second by Mr. Jason Miller, unanimously ordered, adjudged and decreed by the board to approve the overall agenda.

NEW BUSINESS

SOLID WASTE HAULING CONTRACT

Chairman Moore made the members aware; four bids were sent out and only one company responded with a bid. Gene Ward explained that he has called several companies and was unable to find anyone that was interest in hauling the garbage for us. If an interested party was available, we would have to then rebid with separate contracts.

It is on motion of Mr. Chris Wallace, second by Mr. Jason Miller, unanimously ordered, adjudged and decreed by the Board to approve the Solid Waste Hauling and Disposal Contract bid to BFI Waste Services, LLC DBA Republic Services of Huntsville. in the amount of \$53.60 per ton.

Contract as follows:



Bid Form All-inclusive Rate

CONTRACTOR'S PROPOSAL FORM

Solid Waste Hauling & Disposal

Bid Term: October 1, 2024 to September 30, 2029

TO: The Franklin County Commission

Proposal of BFI Waste Services LLC, DBA Republic Services of Huntsville
(Individual) (Partnership) (A corporation duly organized under the laws of the State of
Delaware, 2000.)

The undersigned having carefully read and considered the term and conditions of the Contract Documents for Solid Waste Hauling & Disposal for Franklin County, Alabama, does hereby offer to perform such services on behalf of the County, of the type and quality and in the manner described, and subject to and in accordance with the terms and conditions set forth in the Contract Documents at the rates hereinafter set forth:

\$ 53.60 per ton from Franklin County Transfer Station to qualified Subtitle D landfill.
Fifty three dollars and sixty cents

Company: BFI Waste Services LLC, DBA Republic Services of Huntsville

Signed: [Signature]

Date: July 31, 2024

THE ABOVE SIGNED HEREBY AGREES NOT TO DISCRIMINATE ON THE BASE OF RACE, COLOR, NATIONAL ORIGIN, SEX, RELIGION, AGE OR DISABILITY IN EMPLOYMENT OR THE PROVISION OF SERVICES. THE ABOVE SIGNED ALSO HEREBY AGREES TO PROVIDE ALL SERVICES IN A MANNER IN STRICT COMPLIANCE WITH ALL FEDERAL, STATE, AND LOCAL LAWS, ORDINANCES, AND REGULATIONS NOW IN EFFECT OR EFFECTED HEREAFTER.

BFI Waste Services LLC,
DBA Republic Services of Huntsville
4704 Commercial Dr NW
Huntsville, AL 35816
256-327-4400 office
256-637-9211 - Morris Farms 9

Republic Services Corporate
18500 North Allied Way
Phoenix, AZ 85054
Fed ID # 86-1006825

CONTRACT

THIS CONTRACT, made and entered into this 29th day of August, 2024, by and between Franklin County Commission (hereinafter called the "County"), and BFI Waste Services, LLC DBA Republic Services of Huntsville (hereinafter called "Contractor").

WITNESSETH

WHEREAS, the Contractor did on the 1th day of August, 2024 submit a Proposal to provide Solid Waste Hauling & Disposal for Franklin County, Alabama and to perform such work as may be incidental thereto:

NOW THEREFORE, in consideration of the following mutual agreements and covenant, it is understood and agreed by and between the parties hereto as follows:

1. The Contractor is hereby granted the sole and exclusive franchise, license and privilege within the territorial jurisdiction of the County and shall furnish all personal, labor, equipment, trucks and other items necessary to provide Solid Waste Hauling & Disposal services and to perform all of the work called for and described in the Contract Documents, including disposal of Refuse at the disposal site.
 - a) The Instructions to Bidders;
 - b) The Request for Proposals;
 - c) The Contractor's Proposal;
 - d) The General Specifications;
 - e) The Resolution of the County authorizing the work and services contemplated herein;
 - f) The Performance Bond;
 - g) The instrument; and
 - h) Addenda or Changes to the above-named documents agreed to by the parties hereto.

2. All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this Contract shall be made except upon written consent of the parties. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.
3. The Contract is entered into subject to the following conditions:
 - a) This Contractor shall produce and keep in full force and effect throughout the term of this Contract all of the insurance policies specified in, and required by, the Contract Documents.
 - b) Neither the Contractor nor the County shall be liable for the failure to perform their duties if such failure is caused by a catastrophe, riot, war, governmental order or regulation, strike, fire, accident, act of God or other similar or different contingency beyond the reasonable control of the Contractor or the County. Provided, however, that should said failure to perform for any reason set forth in this paragraph, exceed a period of five (5) continuous days, or ten (10) days within thirty (30) day period, then County may, at its option, terminate the contract and make contract with some other entity or, at its option, negotiate with a third party for providing Contractor services on a temporary basis until Contractor gives assurance to County it is able to perform the duties hereunder. In either event, County shall have a claim under Contractor's performance bond for all cost and expenses arising out of Contractor's failure to perform.
 - c) The Contractor shall hire no independent contractors, unless approved by the County, to perform any or all of the duties set forth under this contract. All persons working in any capacity to perform any and all of the duties of Contractor shall be employees of Contractor or Sub-Contractor approved by the County.
 - d) In the event that any provision of the Contract Documents shall be found to be invalid or unenforceable, then such provision shall be reformed in accordance with applicable law. The invalidity or unenforceability of any provision of the Contract Documents shall not affect the validity or enforceability of any other provision thereof.
4. This contract embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this contract shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

IN WITNESS WHEREOF, we, the contracting parties, by our duly authorized officers or agents, hereto affix our signatures and seals at Russellville, Alabama.

Republic Services
Contractor
By: [Signature]

FRANKLIN COUNTY COMMISSION
By: [Signature]
Barry Moore, Chairman

Attest: Leah Mansell

SOLID WASTE FEES

Mr. Ward stated that due to the significant increase in the hauling contract, he suggests going up on all the Solid Waste fees. He reminded the members that he has asked for the last several years for the door-to-door rate to be increased and no increase has been instated. Mr. Ward stated that the last door-to-door rate increase was almost 20 years ago. He stressed the impact the increase (hauling contract rate) will cause on his budget. Mr. Ward explained that to keep the landfill open, a rate increase was needed immediately.

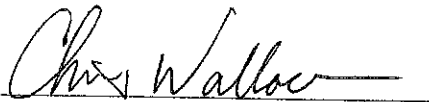
It is on motion of Mr. Jason Miller, second by Mr. Chris Wallace, unanimously ordered, adjudged and decreed by the Board to table the solid waste fees to the November meeting.

ADJOURNMENT

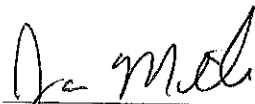
It is on motion of Mr. Chris Wallace, second by Mr. Jason Miller, that the meeting be adjourned.



Barry Moore, Chairman



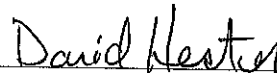
Chris Wallace, District I



Jason Miller, District II



Joseph Baldwin, District III



David Hester, District IV