



# Resolution 2022-03a

STATE OF ALABAMA  
JEFFERSON COUNTY  
CITY OF CLAY

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

BE IT HEREBY RESOLVED, by the City Council of the City of Clay, Alabama, in regular meeting duly assembled, a quorum being present that Mayor Charles Webster is hereby authorized to execute a Memorandum of Understanding with the Jefferson County Commission for debris removal and monitoring services in the event of a disaster in substantially in the form attached hereto as Exhibit A.

**ADOPTED AND APPROVED**, this 12<sup>th</sup> Day of April, 2022.

\_\_\_\_\_  
Charles K. Webster  
Mayor

Attest: \_\_\_\_\_

\_\_\_\_\_  
Ronnie Dixon  
City Manager

**Exhibit A:**

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

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

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

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

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

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

WHEREAS, both the Jefferson County Commission and the Clay City Council have adopted resolutions agreeing to enter into this memorandum of understanding between the Jefferson County Commission and the city of Clay, which resolutions are attached hereto and incorporated by reference; and

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

1. That this memorandum of understanding shall only apply in the event that, following a disaster necessitating debris removal and/or monitoring services, the county has activated the Region 6 contract for debris removal and/or monitoring services pursuant to procedures set out in said contract.
2. That in the event the municipality desires that the county have debris removal and/or monitoring services performed on municipal property within its municipal jurisdictional limits pursuant to this memorandum of understanding, the mayor or other municipal official designated in writing by the Clay City Council shall, unless waived by the county commission, send written notice to the county within five calendar days of a disaster necessitating the removal of debris that the municipality desires to have the county perform such services under the terms and conditions set out in the county regional contracts.
3. That, upon receipt of such request, the county determines that it can provide those services within the jurisdictional limits of the municipality pursuant to the county regional debris removal and/or monitoring services contracts.
4. That the debris removal and/or monitoring services provided to the municipality shall be limited to available contract personnel and equipment not required to meet the needs of the county, and that the judgment of the Jefferson County Commission or its designee shall be final as to the personnel and equipment so available and as to the time of providing such services.

5. That the county shall only provide services within the jurisdictional limits of the municipality that are provided for in the regional county debris removal and monitoring services contracts as set out in the contracts, and such terms are herein incorporated by reference.
6. That the city of Clay shall cooperate with county and contract personnel as necessary to ensure proper management and administration of the removal of debris within the jurisdictional limits of the municipality pursuant to the regional county contracts for debris removal and/or monitoring services, which cooperation shall include, but not be limited to, allowing county personnel and their contractors access as necessary to perform debris removal and/or monitoring services as determined necessary and appropriate by county personnel and assisting as necessary to provide documentation required under the county regional joint debris removal and/or monitoring services contracts.
7. That the municipality understands that monitoring of the debris removal may be necessary and agrees to cooperate with all debris removal monitoring services conducted within its jurisdictional limits pursuant to the county regional monitoring services contract or as otherwise provided by the county.
8. That there shall be no debris removal and/or monitoring services performed on private property under this memorandum of understanding and that only services authorized under the regional county contracts as determined by the Jefferson County Commission or its designated county personnel shall be provided.
9. That the county may suspend or terminate the removal of debris and/or monitoring services within the jurisdictional limits of the municipality as it deems appropriate or necessary due to (a) conditions within the county; (b) issues related to the regional county contracts for debris removal and/or monitoring; (c) lack of cooperation from municipal officials and/or employees; or (d) other reasons as warranted in the discretion of the county.
10. That by entering into this memorandum of understanding, the county assumes no liability for damages to any property of the municipality or any citizens of the municipality resulting from the debris removal or monitoring services conducted by the debris removal or monitoring services contractor. Additionally, the undersigned municipality shall indemnify and hold harmless Jefferson County, its officials, employees, and agents for any damage of any type whatsoever to the municipality's property or to personal property and fixtures situated thereon, or for bodily injury or death to persons on the municipality's property, and hereby releases, discharges and waives any and all actions, either legal or equitable, which the undersigned municipality has, or ever might or may have, by reason of any action of the county and its county officials, employees or debris removal or monitoring services contractors and any action they have taken to accomplish the aforementioned purpose.
11. That, unless alternative arrangements are made between the county and municipality prior to the county providing the municipality with debris removal and/or monitoring services as provided herein, the municipality shall reimburse the Jefferson County Commission for any and all expenses incurred by the county for the removal of debris within the jurisdictional limits of the municipality and/or for monitoring services related to the debris removal pursuant to the reimbursement schedule presented to the municipality by the county at the time the municipality submits its request for services as provided in this memorandum of understanding;
12. That the municipality's failure to timely reimburse the county pursuant to the reimbursement schedule presented to the municipality by the county shall be deemed a breach of this memorandum of understanding which shall result in termination of this agreement and any other remedies available to the county under the law.
13. That in the event the county receives reimbursement for any or all of its costs related to debris removal and/or monitoring services performed within the municipality's jurisdictional limits from any government or other source or sources, the county shall pay the municipality its pro rata share of such reimbursement within thirty days of receipt by the county provided the municipality has paid in full its portion of the cost of debris removal and/or monitoring services pursuant to the requirements set out in paragraph 11 above. However, if at any time after the county has been reimbursed from any source and has reimbursed the municipality in accordance with this paragraph, it is determined that the debris removal and/or monitoring services were not performed in accordance with such source or sources' debris removal and/or monitoring services laws, rules, regulations or guidance, the municipality shall promptly reimburse the County within 15 days the amount of

the reduction of the county's reimbursement from such source related to the debris removal and/or monitoring services performed within the municipalities jurisdictional limits.

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

15. That, except as provided in paragraph 12, this memorandum of understanding shall be in full force and effect from the date it is executed by both parties and continue so long as pre-event contracts for debris removal and/or monitoring services are in effect for Region 6 and Jefferson County is a participating county. Either party may terminate for any reason upon thirty (30) days' notice to the other party.

Executed on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_, Chairperson

\_\_\_\_\_, Mayor

\_\_\_\_\_ **County Commission**



I, the undersigned City Clerk of the City of Clay, Alabama, do hereby certify that the above and foregoing is a true copy of Resolution 2022-03a lawfully passed and adopted by the City Council named therein, at a regular meeting of such Council, and that such resolution is on file in the City Clerk's Office.

I further certify that said Resolution was posted as required by State Law at the following locations: Clay Public Library; Clay City Hall; Clay Post Office and the Clay Seniors Center all being in the City of Clay.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this 12<sup>th</sup> Day of April, 2022.

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Ronnie Dixon  
City Manager