

**Resolution 2023-R-39**

***A Resolution Authorizing the execution of a Contract with These Guys, LLC, for an  
It's All Traffic Class to be held in Irondale, Alabama***

**BE IT HEREBY RESOLVED** by the City Council of the City of Irondale, Alabama, in regular meeting duly assembled, a quorum being present that Mayor James D. Stewart, Jr. or his designee is authorized to execute a contract (in substantially the form attached hereto as **Exhibit A**) with These Guys, LLC for *It's All Traffic*, a class on cycling laws, to be held in the city of Irondale for an amount not to exceed Two Thousand Two Hundred Ninety-Seven and 50/100 Dollars (\$2,297.50).

**ADOPTED & APPROVED:** This 4th day of April, 2023.

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David Spivey, City Council President

**APPROVED:**

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James D. Stewart, Jr., Mayor

**ATTESTED:**

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Leigh Ann Allison, City Clerk

**CERTIFICATION**

I, Leigh Ann Allison, City Clerk of the City of Irondale, Alabama, hereby certify that the above to be a true and correct copy of a resolution adopted by the City Council of the City of Irondale at its regular meeting held on April 4, 2023, as same appears in the minutes of record of said meeting.

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Leigh Ann Allison, City Clerk

## **Exhibit A**

## **Contract**

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Between THESE GUYS, LLC & City of Irondale, Alabama

Per the attached budget proposal, the City of Irondale, Alabama (Contractor) agrees that Les Leathem, President of THESE GUYS, LLC (Provider) will perform the responsibilities of lead instructor for the *It's All Traffic* class to be held June 28, 2023 ("event" or "program" or "class"). The class will be conducted according to the outline in the attached proposal, unless mutually agreed-upon changes are made.

### **Responsibilities of Provider**

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- Agree on date/location selected for the program.
- Conduct site visit to review Contractor's site selection: to assess classroom environment/equipment.
- Provide publicity/informational materials (course outline, program flyers).
- Obtain League of American Bicyclists' *Quick Guide*, as required.
- Prepare registration website.
- Print sign-in sheets, assessments, evaluations, registrations/waivers, handouts.
- Conduct one, one-day class session in Irondale, AL, on June 28, 2023 at location to be determined by Contractor.
- Administer, score assessments and report on training.
- Arrive one hour prior to beginning of event and leave within one hour of completion or at time when event has been broken down.
- Provide consistent and timely communication concerning all aspects of the event via email or phone to one contact person selected by Contractor.
- Agrees that either party may be the deciding party to reschedule or cancel the event.

### **Responsibilities of Contractor**

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- Agree on date/location selected for the program.
- Assist Provider in acquiring classroom facility with computer projection capability.
- Obtain permission for use of classroom facility.
- Publicize/recruit attendees.
- Communicate to Provider expected number of participants expressing interest/notifying Contractor of intent to participate in the program, but not registered on website.
- Update Provider immediately upon knowing of need to cancel program, changes in number of participants, or any other concerns that might impact successful implementation.
- Agree to include only law enforcement officers as participants unless mutually agreed upon by Provider and Contractor.
- Agree that either party may be the deciding party to reschedule or cancel the event.

## Budget

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The budget for the program assumes 30 participants.

Fixed cost	
Instructor fee 15 hrs @\$75/hr <ul style="list-style-type: none"><li>• Update/ modify program (4 hours)</li><li>• Site visit (2 hrs)</li><li>• Class session (4 hrs)</li><li>• Pre-/post-session questionnaire (1 hr)</li><li>• Trainer evaluation (1 hr)</li><li>• Reporting (3 hr)</li></ul>	\$1,125
Classroom supplies <sup>1</sup> (Markers/flip chart)	\$50
Variable cost	
Travel <sup>1</sup> (Federal per diem for Birmingham) <ul style="list-style-type: none"><li>• Mileage (IRS rate: 700mi. @\$0.655)</li><li>• Lodging – 2 days (\$113/day)</li><li>• Meals – 2 days (\$69/day)</li></ul>	\$822.50
Printing <sup>1,2</sup> (Assessments, Evaluations, Title 32 Guide, Quick Guides), assumes 30 participants	\$300
<b>Total</b>	<b>\$2,297.50</b>

<sup>1</sup>To be billed at cost without markup

<sup>2</sup>Variable cost based on number of participants. Additional printed material will be billed as needed based on number of attendees.

## **Postponement**

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The class may be postponed by either party in the event of unforeseen circumstances that make the scheduled date impossible; all payments would be credited to a future, mutually agreeable date within the calendar year. If the class cannot be rescheduled to a date agreeable between the parties within one (1) year, then the Deposit below will be fully refunded to the Contractor within seven (7) days following the date of notice thereof.

## **Cancellation**

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Cancellation of the class may result in lost compensation to instructor. If the class is cancelled by the Contractor more than three weeks beforehand, the Contractor will compensate Provider for reasonable hours and expenses incurred to-date, including reasonable nonrefundable costs, e.g., printing of materials. If the class is cancelled by the Provider, then the Deposit set forth below will be fully refunded to the Contractor within seven (7) days following such cancellation.

## **Payment**

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Payment for expenses and fees are payable according to the following schedule:

- 50% of instructor fees (\$562.00) ("Deposit") is due on signing this contract.
- Remaining 50% of instructor fees due on completion of the program.
- Payment for expenses due on completion of the program.

Payments will be made to These Guys, LLC. The due date of an invoice is thirty (30) days after invoice date.

## **Immigration Clause**

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By signing this Agreement, Licensee affirms that, for the duration of this Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of this Agreement and shall be responsible for all damages resulting therefrom.

## **Agreement**

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By signing this document, the City of Irondale, Alabama and These Guys, LLC confirm their agreement to the terms and conditions in this contract and attached proposal.

For the City of Irondale, Alabama

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

For THESE GUYS, LLC:

Signed:

Name: Lester J. Leathem, Jr. \_\_\_\_\_

Date: \_\_\_\_\_