

# Huntsville, Alabama

305 Fountain Circle Huntsville, AL 35801

# Cover Memo

Meeting Type: City Council Regular Meeting Meeting Date:	10/9/2025	File ID: TMP-6076		
<b>Department:</b> Water Pollution Control				
Subject:	Type of Action:	Approval/Action		
Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and Water Girl Consulting, LLC for the Water Pollution Control Collection System Operator Certification Preparatory Course for Huntsville Water Pollution Control Training Center participants.				
Resolution No.				
Finance Information:				
Account Number: 6010-76-00000-526000-00000000				
City Cost Amount: Not to Exceed \$50,000.00				
Total Cost: Not to Exceed \$50,000.00				
<b>Special Circumstances:</b>				
Grant Funded: N/A				
Grant Title - CFDA or granting Agency: N/A				
Resolution #: N/A				
Location: (list below) N/A				
Address: N/A  District: District 1 □ District 2 □ District 3 □ District	ict 4 District 5			
Additional Comments:				

## RESOLUTION NO. 25-\_\_\_\_

**BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into an agreement with Water Girl Consulting, LLC on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Agreement between the City of Huntsville and Water Girl Consulting, LLC for the Water Pollution Control Collection System Operator Certification Preparatory Course for Huntsville Water Pollution Control Training Center participants" consisting of seven (7) pages including Exhibit "A" and the date of October 9, 2025, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville.

ville.				
<b>ADOPTED</b> this the 9th day of Octo	bber, 2025.			
	President of the City Council of the City of Huntsville, Alabama			
<b>APPROVED</b> this the <u>9th</u> day of <u>October</u> , 2025.				
	Mayor of the City of Huntsville, Alabama			

AGREEMENT BETWEEN THE CITY
OF HUNTSVILLE AND WATER GIRL
CONSULTING, LLC FOR THE
HUNTSVILLE WATER POLLUTION
CONTROL COLLECTION SYSTEM
OPERATOR CERTIFICATION
PREPARATORY COURSE

STATE OF ALABAMA	)
	)
<b>COUNTY OF MADISON</b>	)

This Agreement is made by and between the City of Huntsville, Alabama, a municipal corporation (hereinafter referred to as "City") and Water Girl Consulting, LLC (hereinafter referred to as "Water Girl") for the provision of the Water Pollution Control Collection System Operator Certification Preparatory Course for Huntsville Water Pollution Control Training Center participants. This Agreement shall be effective on the date it is executed by the last party to execute it ("Effective Date").

#### RECITALS

WHEREAS, the City of Huntsville's Water Pollution Control Department (WPC) has the need to have certain WPC employees prepared to sit for the Alabama Department of Environmental Management (ADEM) Water Pollution Control Collection System Operator Exams for the Alabama Department of Environmental Management (ADEM) Water Pollution Control certifications; and

WHEREAS, Water Girl has the expert instructors necessary to present the said course; and

WHEREAS, the City desires to retain Water Girl to provide instructors for the Water Pollution Control Collection System Operator Certification Preparatory Class (the Class) on the terms and conditions set forth herein;

#### WITNESSETH

**NOW THEREFORE,** in consideration of the mutual promises and covenants, herein contained, the parties hereby agree as follows, to wit:

President	or President Pro Tem of the City Council
	of Huntsville, AL
Date:	October 9, 2025

1.0 <u>Scope of Work.</u> Water Girl will provide a dedicated Project Manager to oversee the delivery of the Water Pollution Control Collection System Operator Certification Preparatory class for WPC to include the Wastewater Grade IC Operator Exam Preparation Course. The training will be conducted by qualified instructor(s) fully vetted by the Water Girl Project Manager as a positive match for the level of expertise needed for the application. Water Pollution Control will provide all related learning materials necessary for completion of the courses and the participant sign-in sheet. Attendance for each participant will be reported monthly to the WPC Representative by the Water Girl Project Manager. Note: Exam proctoring is not included in this Scope of Work.

The Class shall be designed to train operators to safely and effectively operate and maintain wastewater collection systems. Safe practices and procedures are emphasized throughout the course. Topics include the role and duties of system operators, components and characteristics of system facilities, operating and maintaining systems and techniques for recognizing hazards and developing safe procedures and programs. Operators learn to analyze and solve problems when they occur and perform work commonly associated with operating a wastewater collection system. The instruction will include preparation for the Alabama Department of Environmental Management (ADEM) Water Pollution Control Collection System Exam.

- **2.0** Period of Performance and Schedule. The training will be conducted according to a schedule agreed upon by both parties with a start date of October 10, 2025 and continuing through April 10, 2027.
- **3.0** Location. Training will take place at the WPC facility located at 1800 Vermont Road, Huntsville, AL 35802.
- 4.0 <u>Contract Price.</u> In consideration of the services rendered hereunder, the City shall pay Water Girl for the work performed pursuant to the Scope of Work the amount Not to Exceed (NTE) FIFTY THOUSAND DOLLARS AND NO/100 (\$50,000.00). Water Girl will invoice the City per the attached fee schedule (Exhibit "A") to include on-site instructional time and set up during the Period of Performance. The City shall pay Water Girl within thirty (30) days from the date of receipt of the monthly invoice, sign-in sheet and certificates. The sign-in sheet and certificates showing employee credit hours must be submitted with the invoice to receive payment.
- 5.0 Water Girl Performing as an Independent Contractor. In the performance of this work it is understood between the parties that Water Girl and its employees, agents, subcontractors and consultants, if any, shall be acting as independent contractors and not as an employee of the City of Huntsville. Water Girl shall have no authority to obligate the City to any indebtedness or other obligation.

**Notices.** All notices to be delivered hereunder shall be delivered to the other party by placing the same in the United States Mail, First Class postage prepaid, by prepaid overnight service through Federal Express or United Parcel Services or by hand delivery, to the addressee, addressed as follows:

Water Girl Consulting, LLC Attention: Wendy Waldrep 80 Eastview Blvd. Cullman, AL 35057

City Of Huntsville Attention: Randall Stewart Director, Water Pollution Control 1800 Vermont Road Huntsville, AL 35802

- 7.0 Entire Agreement. The contract between the City and Water Girl consists of this written Agreement and any documents or drawings furnished by the City and referenced herein. This written Agreement, including all attachments, constitutes the entire agreement between the City and Water Girl with reference to the Scope of Work delineated within. Except to the extent specifically excluded herein, this Contract supersedes any bid or proposals documents and all prior written or oral communication, representation and negotiations, if any, between the City and Water Girl.
- **8.0** Effective Date of Contract. This contract shall be effective on the date this Agreement is executed by the last party to execute it.
- 9.0 Nothing contained in this Contract shall create, or be interpreted to create, privily or any other contractual agreement between the City and person or entity other than Water Girl.
- 10.0 <u>No Waiver Clause.</u> The failure of either party to insist in one or more instances upon the performance of any term of this Contract is not a waiver of the party's right to future performance of such terms.
- 11.0 This agreement shall be governed by the laws of the State of Alabama. Proper venue to enforce any section of this agreement shall be in the Circuit Court of Madison County, Alabama or the United States District Court for the Northern District of Alabama, Northeastern Division.
- 12.0 This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.

- 13.0 When a word, term or phrase is used in this Contract, it shall be interpreted or construed. First, as defined herein; second, if not defined, according to its generally accepted meaning in the Contractual industry; and third, if there is no generally accepted meaning in the Contractual industry, according to its common and customary usage.
- 14.0 The words "include," "includes," or "including," as used in this Contract, shall be deemed to be followed by the phrase, "without limitation."
- 15.0 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract.
- 16.0 Words or terms used as nouns in this Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.
- 17.0 Time limitations contained herein, or provided for hereby, are of the essence of this Agreement.
- 18.0 Nothing contained herein shall create a contractual relationship with, or any rights in favor of any third party.
- 19.0 In consideration of the signing of this Agreement, the parties hereto for themselves, their agents, officials, employees, and servants agree not to discriminate in any manner on the basis of race, color, creed, age, sex, disability or national origin with reference to the subject matter of this contract, no matter how remote. This nondiscrimination provision shall be binding on the successors and assigns of the parties with reference to the subject matter of this Agreement.

[Signatures follow on the next page.]

	IN WITNESS WHEREOF, the parties have executed this agreement on the day and the year first written above.					
Attest:	gen Wilson	WATILLC  By:  Its:	Wendy Waldrep Owner			
Attest:		a mun	OF HUNTSVILLE icipal corporation State of Alabama			
Attest.						
Its:	Shaundrika Edwards City Clerk	By: Its:	Tommy Battle Mayor			



# **Water Girl Consulting Instructors**

All Water Girl Instructors are approved and certified instructors through ADEM.

All Water Girl Instructors have the ability to teach all course material as needed.

#### **Wendy Waldrep**

Owner and experienced water and wastewater instructor of Water Girl Consulting since 2005. Has been in the field since 1994 and holds a grade IV certificate in water and wastewater. has experience being an environmental process controller, an operator, superintendent, compliance manager and an Instructor with Calhoun Community College, Wallace State and Jacksonville Community College throughout the years.

#### Will Waldrep

Experienced water and wastewater instructor with 25+ years in the field of education. Specializes in teaching math for all 9 classifications of water and wastewater. Been with Water Girl Consulting since 2016. Previously taught math for Winston County and Cullman County Schools (1992-2016). Holds a Bachelor of Science in Education from the University of Alabama and an Associate of Science from Walker College.

### **Taylor Vandergrift**

Experienced water and wastewater instructor who has been teaching since 2018 with Girl Consulting. Passed the Grade I Water Exam and holds an associate's degree in applied science from Wallace State Community College.

#### Trey Waldrep

Experienced water and wastewater instructor who has been teaching with Water Girl Consulting since 2020. Has held jobs in the field working in collections, passed IC Collections Exam, Grade I Water Exam, and Grade IV Water Exam. Previously served in the United States Coast Guard as a Training Petty Officer serving in the Coast Guard Reserves as a Training Petty Officer Member.

#### Ginger Hogeland -

Dr. Ginger Hogeland is a dedicated Instructor for Water Girl Consulting since 2024 where she provides specialized training for professionals in the water industry. With a Doctorate in Leadership, she focuses on customer service, leadership development, team building, and effective communication—critical skills for ensuring operational excellence in the field. Her expertise and degrees in math and leadership help water professionals strengthen workplace interactions, improve service quality, and develop leadership capabilities essential for career growth.

#### Paula BSN, RN, ED

A Batchelor's prepared Registered Nurse with 21 years of Nursing experience. Her experiences include Cardiac Staff Nurse, Charge Nurse, House Supervisor, Nursing Instructor, Home Health Nurse Manager, Home Health Director, Hospice Nurse. Currently holds the role of Director of Hospice. Graduate of Wallace State Community College with an Associate Degree in Nursing, Jacksonville State University with a Batchelor's Degree in Nursing, and additional Nursing classes at The University of AL in Birmingham. Works for Water Girl Consulting teaching CPR, bloodborne pathogen and First Aid classes.

All instruction will be charged at the current rate of \$150.00 per hour.

Our rates increased on all other systems to \$187.50 per hour January 2024. We will still charge the same \$150.00 per hour through this current contract.

Thank you,

Wendy Waldrep Water Girl Consulting (256) 735-8185