

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, ALABAMA, as follows:

SECTION 1. That the Contract with ACRT, Inc., a copy of which is attached hereto, to provide a five-day line clearance arborist training and certification workshop for up to eighteen (18) employees for the Florence Utilities Electricity Department, Florence, Alabama, in the total contract amount not to exceed \$27,082.00, and the same is hereby approved, ratified and confirmed.

SECTION 2. The Council has investigated and ascertained and hereby finds ACRT, Inc., to be qualified, responsible, and competent to perform said services.

SECTION 3. That the Contract for such services be awarded to ACRT, Inc., and that the proper officials of the City execute the contract in the name of and on behalf of said City.

ADOPTED this the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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\_\_\_\_\_  
CITY COUNCIL

APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
MAYOR

ADOPTED & APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
CITY CLERK-TREASURER



## Arborist Training Contract

ACRT, Inc. Contact:  
Julie Kindelberger  
4500 Courthouse Blvd., Suite 150  
Stow, OH 44224  
[jkindelberger@acrtinc.com](mailto:jkindelberger@acrtinc.com)

City of Florence, AL Contact:  
Dustin Mason  
110 W College St  
Florence, AL 35631  
256-740-6097 | [dmason@florencial.org](mailto:dmason@florencial.org)

This Agreement is made as of the date indicated at signature between City of Florence, Alabama (“Customer”) and the Consultant, ACRT, Inc. Arborist Training (“ACRT”). retains and hires ACRT to provide services under this agreement. ACRT’s services shall be performed in accordance with the generally accepted principles and practices applicable to ACRT’s trade or profession. ACRT warrants that employees are properly licensed, registered, and/or certified as may be required under any applicable federal, state, and local laws, statutes, ordinances, rules and regulations relating to ACRT’s performance of the service. All services provided pursuant to this Agreement shall comply with all applicable laws and regulations.

**1. Term:**

This agreement shall be effective upon signature by Customer and ACRT and extend over the work period. Customer or ACRT may terminate contract according to provisions detailed in Section 4, “Suspension of Work.”

**2. Duties of ACRT:**

Customer has requested that ACRT provide staff (a qualified instructor) to perform on location training. This qualified instructor will hold a training class for individuals (“students”) identified by Customer as needing specific training. The qualified instructor will provide expert opinion of the student’s proficiency and ability to complete the required tasks, explain process and safety rules, perform the work of an arborist, as well as complete short cycle and overall summative assessments of their knowledge. ACRT staff will hold the authority to remove a student who is detrimental to the training process, i.e., disruptive, harassing other students. A student can fail if ACRT staff finds that the individual does not meet expectations. Students who fail will be asked to repeat training or complete alternate training that meets the instructor’s specifications, though repeat training is at the discretion of Customer.

This training is estimated to take five (5) days. Pricing is noted in Section 7, “Compensation.”

**This project will run for five (5) days, beginning September 21, 2025.** ACRT will require Customer to provide training location, mailing location for class material, start time, and number of students in advance of class. Training and observations will be conducted in a classroom/office setting and in the field. It is agreed that no expectation of production will be met during the days of training, the pace will be that of a teaching/learning/training environment. This agreement and price is a weekly lump sum based on instructor days to be billed during or immediately after the training class. It includes all wages (plus mark-up), ground travel, rental cars, per diem, hotels, parking, gas and bag fees (no mark-up). Airfare and manuals are an additional cost.

**ACRT proposes a five-day Line Clearance Arborist workshop for up to eighteen (18) students.**

Upon receipt of payment, ACRT Arborist Training will provide an electronic certificate for each successful student. Electronic certificates will be sent in .pdf format to be printed or saved on smart devices for easy reference.

**3. Customer Notes:**

The host is asked to supply the following:

- Classroom space to seat all students comfortably and allow them to see and hear without obstruction. Table seating is best. The classroom should contain a chalk or white board and TV monitor or a projector using an HDMI cord or VGA cord (blue PC monitor cord).
- Suitable outdoor testing area which includes an open crown tree at least 50' tall.
- Climbing gear and/or aerial lift and personal safety gear and equipment for the students.
- **All students must have proof of CPR/First Aid training and be able to show the instructor on-site. Students will not be eligible to receive their certificate of completion until this proof is provided, which may be after the training in question in some cases.**
- If applicable, students must request ISA CEUs and provide their credential number on the sign-in sheet.

**4. Suspension of Work:**

Customer may terminate the contract due to workload requirements with 30 days written notice. Customer may terminate contract due to lack of performance, violation of work safety rules, or other laws and regulations with 30 days written notice. Determination of violation shall be at the sole discretion of Customer. ACRT may terminate contract with 30 days written notice to Customer for lack of payment or changes in scope of work that is disagreeable to ACRT. If pertinent training/class/location information, detailed in Section 2 above, is not shared with ACRT, work will not be performed and the contract will not be executed.

**5. Compliance with Laws and Regulations:**

ACRT is expected to comply with all governmental laws and regulations. ACRT is responsible for the safety of its personnel and the work practices of its employees. A poor safety record shall allow Customer to terminate contract.

6. **Change Order**

Customer may direct a change in the work, scope of work, specifications, services provided, or delivery schedule through written change orders (“Change Order”). ACRT shall prepare and forward to Customer within seven days, or such longer period as may be authorized in writing by Customer’s Authorized Representative, a proposed written Change Order that describes the changed Work, the cost of the changed Work and any other adjustments to the delivery schedule or other provision in the Agreement. Change Orders may be additive or deductive to the contract price or delivery schedule.

The Parties agree that ACRT shall not perform, nor be obligated to perform, any changed Work until a Change Order is signed by both parties. A fully signed Change Order shall constitute a final settlement of the direct costs or additional time associated with the changed Work addressed in that Change Order.

7. **Compensation:**

The following daily lump sum pricing schedule will be based on one (1) instructor day. Price includes labor, benefits, vehicle, ground travel, equipment, PPE, profit, hotel, per diem, parking, baggage fees. Additional manuals may be purchased for \$198 each. Airfare is passed through at our cost and is capped at \$1,000.00.

**Weekly Rate (5 days x 2 trainers): \$24,800.00**

**Manuals (\$198 x 9): \$1782.00**

**Airfare: Not to exceed \$1,000.00**

**Multi-Instructor Discount: (\$500)**

**Total: \$27,082.00**

8. **Invoicing and Terms of payment:** Net 30 business days

ACRT will send an electronic invoice to Customer’s designated representative. Non-cash price for services contain a 3.4% processing fee. Certificates will be sent after confirmation of payment. Please allow 4-6 weeks for processing of records and issuing of certificates. The invoicing process may be changed if both parties agree in writing.

9. **Hours and Days of Work:**

The normal work week shall consist of 40 hours per week, Monday through Saturday, between the hours of 7:00 a.m. and 8:00 p.m.

The following days are considered to be Holidays (or the normal work day not worked because of the Holiday) and will not be considered to be normal work days for the ACRT employees: New Year's Day, Memorial Day (last Monday in May), Independence Day, Labor Day, Thanksgiving, Day After Thanksgiving, Christmas Eve, and Christmas Day.

**10. Choice of Law:**

This Agreement shall be construed, interpreted, governed, and applied in accordance with the laws of the State of Ohio, without regard to its rules with respect to conflicts of laws.

**11. Independent Contractor Status:**

ACRT undertakes this work as an independent Contractor and assumes full responsibility for the conduct and work of its employees.

**12. Limitation of Liability:**

In no event will ACRT be liable for any incidental, consequential, lost profits, special or indirect damages in connection with this agreement, whether based in contract, tort or otherwise, even if ACRT has been advised of the possibility of those damages. In no event will ACRT be liable for more than the fees it has been paid under this agreement.

**13. Indemnification:**

Customer shall indemnify, defend and hold ACRT and any of its respective officers, employees, representatives, agents, successors or assigns, harmless from and against any and all demands, claims, judgments, losses, liabilities, damages, costs, and expenses whatsoever (including, without limitation, any fines, penalties, and reasonable fees of counsel incurred investigating or defending any of the foregoing) arising from Customer's (a) error, omission or negligence in connection with the work or training under this Agreement; (b) failure to comply with this Agreement; (c) any injury to persons or property, any of which were caused in whole or in part by Customer in connection with the work or training under this Agreement; or (d) Customer's misuse of or failure to comply with the findings and observations contained in and recommendations made by the instructor's assessment and training observations and report or ACRT's other deliverable under this Agreement.

**14. Non-Solicitation:**

During the term of the Agreement and for two year following the termination of this Agreement (the "Restricted Period"), Customer will not directly or indirectly: (a) communicate with, solicit, interfere with, or endeavor to provide services similar to those provided by ACRT under this Agreement for, any customer of ACRT to which ACRT has delivered services; (b) market, sell, or provide in the United States to vegetation

management or tree trimming/removal companies services similar to those provided by ACRT under this Agreement; and (c) solicit, employ, or endeavor to entice away from ACRT any person who was employed or engaged by ACRT. If Customer hires an employee of ACRT during the Restricted Period, Customer shall pay ACRT a fee equal to the total compensation paid by ACRT to such employee in the immediately preceding twelve months. The parties agree that the fees described in this paragraph shall be liquidated damages for such breach that the parties agree is reasonable compensation to the other for its damages incurred as a result of the breach.

**15. Force Majeure:**

Neither party shall be responsible for any delays or failure to perform due to the reasons beyond their reasonable control, including, but not limited to, acts of God, terrorism, failure or delay of ACRT or Customer's suppliers or transportation or any other cause beyond the reasonable control of either party. Neither party shall be in breach of its obligations under this Agreement (other than payment obligations) or incur any liability to the other party for any losses or damages of any nature whatsoever incurred or suffered by that other (otherwise than under any express indemnity in this Agreement) if and to the extent that it is prevented from carrying out those obligations by, or such losses or damages are caused by, a force majeure event except to the extent that the relevant breach of its obligations would have occurred, or the relevant losses or damages would have arisen, even if the force majeure event had not occurred. If a force majeure event prevents performance by either party for a period in excess of ten days, then either party may terminate this Agreement by written notice to the other party.

**16. Intellectual Property:**

All training activities, including inside classroom and outside demonstration and assessment, are the intellectual property of ACRT, Inc. Reproduction of ACRT, Inc. manuals, handouts, worksheets, and instructor presentations is prohibited without instructor or ACRT training department permission. No audio recording, video recording, or photography is permitted without instructor permission.

IN WITNESS WHEREOF, the parties have executed this agreement this 13th day of August 2025.

City of Florence, Alabama

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*Signature*

By: \_\_\_\_\_

Its: \_\_\_\_\_

ACRT, INC. ("ACRT")

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*Signature*

By: Troy Ross

Its: General Manager

Address:  
4500 Courthouse Blvd. Suite 150  
Stow, OH 44224