



CITY OF LEEDS, ALABAMA

REGULAR COUNCIL MEETING AGENDA

City Hall Annex - Meeting Room - 1412 9th St, Leeds, AL 35094

February 22, 2022 @ 6:00 PM

CALL COUNCIL MEETING TO ORDER

ROLL CALL / INVOCATION / PLEDGE OF ALLEGIANCE

APPROVE COUNCIL MINUTES

- [1.](#) Minutes from February 07, 2022

REPORTS OF OFFICERS:

- [2.](#) Mayor's Report: Mayor David Miller
- [3.](#) Police Department: Chief Irwin
January 2022 Report
- [4.](#) Fire Department: Chief Parsons
- [5.](#) Library: Director Carden
- [6.](#) Municipal Court: Magistrate Roberts
- [7.](#) Development Services Department: City Administrator Watson
Over-time Report
- [8.](#) Public Works Department: Public Works Director Warren
- [9.](#) Social Services Department: Director Bryan

OLD BUSINESS:

- [10.](#) Resolution 2022-02-02: Consider a Budget Amendment for the Leeds Jane Culbreth Public Library

NEW BUSINESS:

- [11.](#) Resolution 2022-02-04: Consider Animal Control and Pound Services Contract Renewal

PUBLIC COMMENTS

All comments are to be limited to 2 minutes

ADJOURNMENT

In compliance with the Americans with Disabilities Act, those requiring accommodation for Council meetings should notify the City Clerk's Office at least 24 hours prior to the meeting at 205-699-2585.

File Attachments for Item:

1. Minutes from February 07, 2022



CITY OF LEEDS, ALABAMA

REGULAR COUNCIL MEETING MINUTES

City Hall Annex - Meeting Room - 1412 9th St, Leeds, AL 35094

February 07, 2022 @ 6:00 PM

CALL COUNCIL MEETING TO ORDER

Mayor David Miller called the meeting to order at 6:07 pm.

ROLL CALL / INVOCATION / PLEDGE OF ALLEGIANCE

PRESENT

Mayor David Miller
Council member Kenneth Washington
Council member Eric Turner
Council member Johnny Dutton
Council member Angie Latta
Council member Devoris Ragland-Pierce

INVOCATION

Council member Eric Turner

PLEDGE OF ALLEGIANCE

Mayor David Miller

APPROVE COUNCIL MINUTES

1. Minutes from January 18, 2022

Motion to approve minutes from January 18, 2022 made by Council member Turner, Seconded by Council member Dutton. Voting Yea: Mayor Miller, Council member Washington, Council member Turner, Council member Dutton, Council member Latta, Council member Ragland-Pierce.

REPORTS OF OFFICERS:

2. Mayor's Report: Mayor David Miller

Mayor Miller presented Beverly Riddlesperger a proclamation naming February 07, 2022 as Beverly Riddlesperger Day in the City of Leeds for her hard work and dedication to the Leeds Outreach organization.

3. Police Department: Chief Irwin

No Report

4. Fire Department: Chief Parsons

No Report

5. Library: Director Carden
Ms. Carden announced the Library's closure for Presidents' Day on February 21, 2022.
6. Municipal Court: Magistrate Roberts
No Report
7. Development Services Department: City Administrator Watson
Absent
8. Public Works Department: Public Works Director Warren
No Report
9. Social Services Department: Director Bryan
The Senior's artwork will be an exhibit at the Leeds Arts Council starting in May.

OLD BUSINESS:

10. Resolution 2022-01-04: Consider Board Member nominations to Moton Foundation
Motion to table Resolution 2022-01-04 until litigation is resolved made by Council member Dutton, Seconded by Council member Turner. Voting Yea: Mayor Miller, Council member Washington, Council member Turner, Council member Dutton, Council member Latta, Council member Ragland-Pierce.

NEW BUSINESS:

11. Resolution 2022-02-01: Consider Approval of Building Permit Checklist Form
Motion to table Resolution 2022-02-01 made by Council member Turner, Seconded by Council member Washington. No vote was taken. Mayor, Council member Turner and Council member Washington discussed the contractors who were ok with the checklist.

Motion to approve Resolution 2022-02-01 made by Council member Dutton, Seconded by Council member Latta. Voting Yea: Mayor Miller, Council member Washington, Council member Turner, Council member Dutton, Council member Latta, Council member Ragland-Pierce.
12. Resolution 2022-02-02: Consider a Budget Amendment for the Leeds Jane Culbreth Public Library

Motion to table Resolution 2022-02-02 until the next council meeting made by Council member Washington, Seconded by Council member Ragland-Pierce. Voting Yea: Mayor Miller, Council member Washington, Council member Turner, Council member Dutton, Council member Latta, Council member Ragland-Pierce.
13. Resolution 2022-02-03: Consider a Budget Amendment for the Police Department (Vehicles & Equipment)

Chief Irwin explained the new vehicles will be paid by the CARES Act money, and the shields will be paid by the seizure funds.

Motion to approve Resolution 2022-02-03 made by Council member Turner, Seconded by Council member Dutton. Voting Yea: Mayor Miller, Council member Washington, Council member Turner, Council member Dutton, Council member Latta, Council member Ragland-Pierce.

14. Main Street presentation

Ms. Tiffany Abel Ward and Ms. Christy Biddle gave a presentation with a video and answered questions regarding Main Street. They asked for a letter of intent to be signed by the Mayor. Mayor will review their request.

PUBLIC COMMENTS

Reverend Ernest Mitchell, 1480 Dakota Street, had questions about the Moton resolution and asked how much seizure money the City received.

Ms. Susan Carswell, 2120 Montevallo Road, asked about the line item in the budget for Main Street.

ADJOURNMENT

Motion to adjourn meeting made by Council member Washington, Seconded by Council member Dutton. Voting Yea: Mayor Miller, Council member Washington, Council member Turner, Council member Dutton, Council member Latta, Council member Ragland-Pierce.

David Miller, Mayor

Attest:

Toushi Artbitelle, City Clerk

File Attachments for Item:

2. Resolution 2022-02-02: Consider a Budget Amendment for the Leeds Jane Culbreth Public Library

RESOLUTION NO: 2022-02-02

AUTHORIZATION OF BUDGET AMENDMENT – FUNDING ADDITIONAL PERSONNEL, SALARIES AND BENEFITS

WHEREAS, certain City Library employee positions have not been funded due to various budget constraints; and

WHEREAS, it has been requested that those certain positions now be funded approved.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Leeds, Alabama, as follows:

1. The City budget is hereby amended in a manner to accommodate the personnel actions as identified on Exhibit A as attached hereto at a cost not to exceed \$206,000.00.
2. The Mayor and City staff are hereby authorized to perform all actions necessary in order to accomplish the actions herein approved.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF LEEDS, ALABAMA on this 22nd day of February 2022.

CITY OF LEEDS, ALABAMA

DAVID MILLER, MAYOR

DATE

ATTEST:

AYES: _____

NAYS: _____

ABSENT FROM VOTING: _____

ABSTAIN: _____

CITY CLERK

In capacity as City Clerk of the City of Leeds, I hereby certify that the above Resolution was duly adopted by the City Council of the City of Leeds at a regular meeting held on the 22nd day of February 2022.

Toushi Arbitelle, City Clerk

FY 21/22 BUDGET REQUEST

Financial Committee Meeting Date: January 26, 2022

Subject: Library FY 21/22 Budget Amendment - Salaries & Benefits

Attachments:

- Zero Line Budget - Personnel Salaries & Expenses
- Explanation of Library Job Descriptions & Duties
- Organizational Chart
- Library Layout, based on Employee Position & Duties
- Employee Schedule, based on Hourly Activity

Summary of Request:

Leeds Library Board of Trustees and Library Director are requesting the Leeds City Council and Finance Committee to approve the attached budget amendment for Personnel Salaries and Benefits.

Leeds Library Budget Amendment Request			
PERSONNEL		\$128,480.00	Beginning Balance
Budget Amendment Increase Requested Amount	\$205,026.21	\$333,506.21	
Melanie Carden, Director (FT)	-\$68,411.20	\$265,095.01	
Patrick Sessions, Catalog & IT Librarian (FT)	-\$56,284.80	\$208,810.21	
Virginia Edwards, Children & Youth Librarian (FT)	-\$46,300.80	\$162,509.41	
Tisha George, Adult Librarian (FT)	-\$35,942.40	\$126,567.01	
Amy Shorter, Patron Services Librarian (FT)	-\$39,998.40	\$86,568.61	
70-4002 Payroll Taxes	-\$18,009.01	\$68,559.60	
70-4004 Health Insurance	-\$34,193.78	\$34,365.82	
70-4006 Retirement	-\$33,463.45	\$902.37	
70-4015 EE Life/Disability	-\$862.37	\$40.00	
70-4018 Employment Expense	-\$40.00	\$0.00	End Balance

LIBRARY POSITIONS & RESPONSIBILITIES

Services general library visitors and the 4500+ Leeds Library cardholders

1 staff member per library operation department and responsibilities (5 total)

- **Library Director - *Melanie Carden***
 - Administration - Establishes strategies, policies, and goals; responsible for payroll, employment record keeping, and direct relationship with the Library Board, Mayor, City Council, Leeds City Schools, and other; Accounts Payable; Employee Management; Liaison to Friends of the Leeds Library, 501(c) 3 non-profit group and Leeds Library Foundation
 - Maintenance – Ensures smooth running of facilities by housekeeping, and maintaining ground, electrical gadgets, and plumbing.
 - Public Relations – Engages into promotions, informing the public about upcoming events, crisis management.

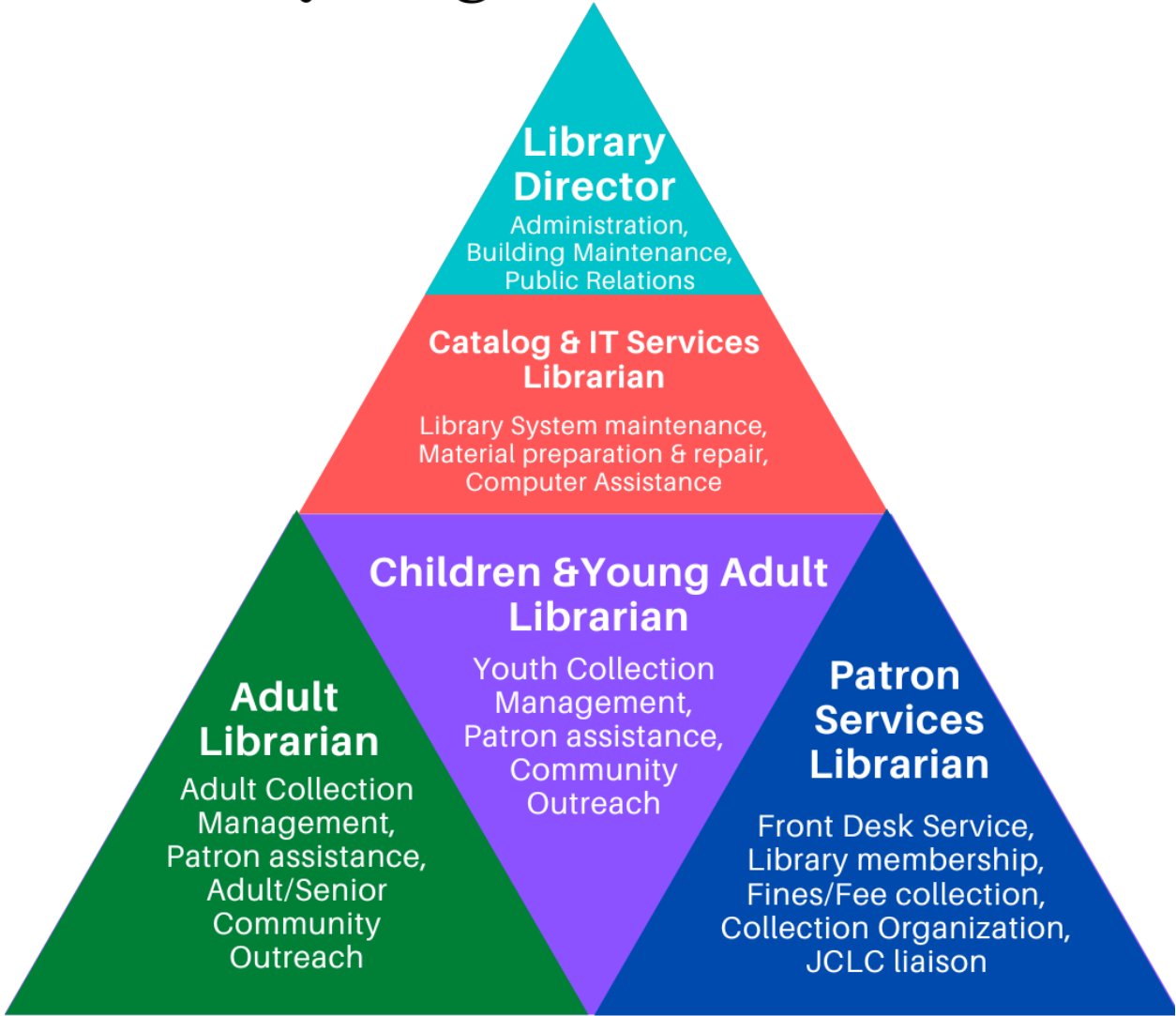
- **Catalog and IT Services Librarian - *Patrick Sessions***
 - Catalog Services – Acquires, catalogs, processes, manages, and preserves recently published books, movies, and mixed media that is added to every part of the library collection (Adult, Young Adult, Children, and archival)
 - IT Services - Manages library network, computers, and audiovisual devices, updates software; troubleshoots computer issues; assists patrons with questions or issues regarding internet and/or computer issues

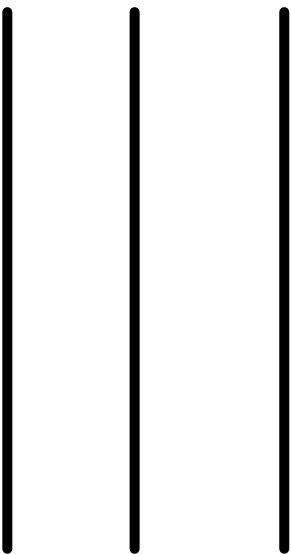
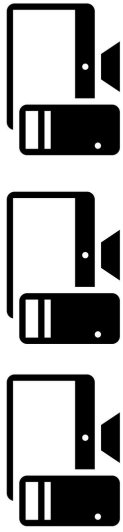
- **Adult Librarian - *Tisha George***
 - Collection Management -Coordinates all aspects of Adult Services, including the Information and Media Divisions; Develops and monitors collection development plan for adult materials, allocates funds to meet collection development goals, and supervises collection development activities of other staff
 - Adult Community Outreach - Confers with community agencies and organizations serving adults regarding adult programs and services; Plans, implements and evaluates Adult Services and programs for yearly evaluations

- **Children and Young Adult Librarian - *Virginia Edwards***
 - Collection Management - Focuses on services geared towards library users aged birth to college; Develops and monitors collection development plan for children and young adult materials; Allocates funds to meet collection development goals
 - Community Outreach to Families, Children, and Teens - Meet literacy goals by working together with local daycares, Head Start program, and public school system; serving families regarding programs, such as storytime, craft events, and educational programs; Plans, implements and evaluates Children and Young Adult Services and programs for yearly evaluations

- **Public Services Librarian - Amy Shorter**
 - Position Definition: Plans, organizes, and supervises the activities of the Circulation or other technical unit; oversees electronic data processing operation; assists library patrons in the use of library services, facilities, and equipment.
JCLC Liaison
 - Works cooperatively with the other 40 branches of the Jefferson County Library Cooperative at the Leeds Library liaison
 - Ensures items belonging to other JCLC locations are received and returned to the owning location properly
 - Collection Management
 - Carries out procedures for notification of patrons for overdue books and other materials and assures their return or replacement.
 - Charges books, magazines and other library holdings in and out at the circulation desk and collects fines using an automated circulation system
 - Replaces books, magazines and other library holdings on shelves according to numbering sequences.
 - Front desk / Receptionist Duties
 - Answers telephones, provides routine information, and transfers calls to other librarians as needed.
 - Handles routine complaints and answers a variety of questions at the circulation desk
 - Library Member Management
 - Supervises patron registration and maintains records of library patrons.
 - Volunteer Coordinator
 - Manages college interns, “light duty” assigned city employees, high school, and undergraduate volunteers as needed

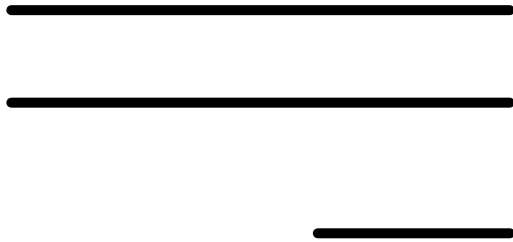
Library Organizational Chart





**Youth
Desk**

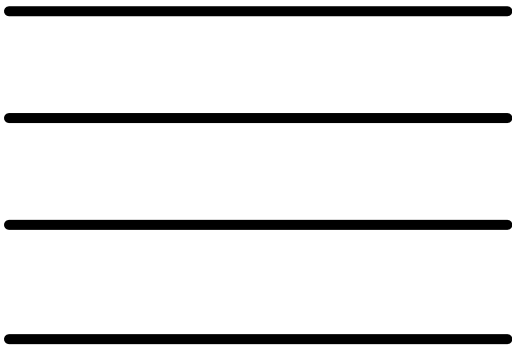
**Adult
Desk**



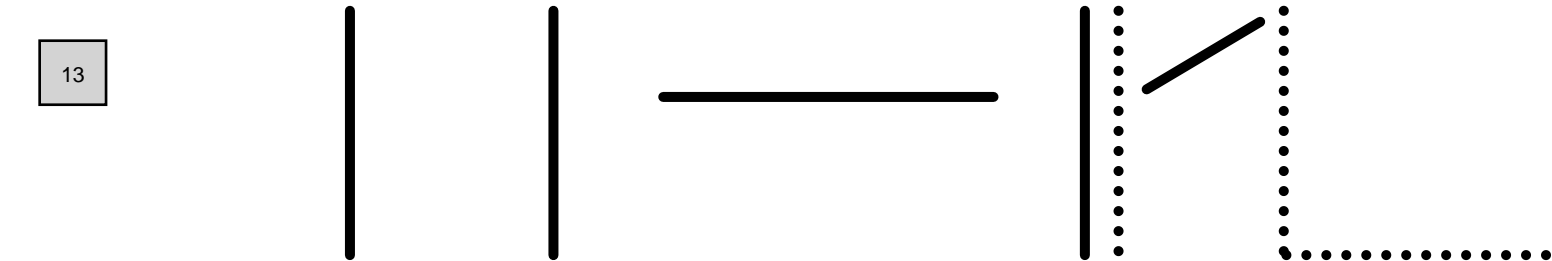
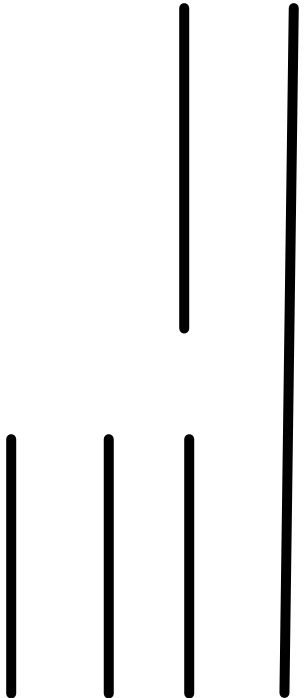
**Director
Office**

**Meeting & Event
Room**

**Catalog
&
Process**



**Front
Service Desk**



**Hourly Circulation by
Day of the Week**

	Mon 8:30am - 1pm & 2pm - 6pm	Tue 8:30am - 1pm & 2pm - 6pm	Wed 8:30am - 1pm & 2pm - 6pm	Thu 8:30am - 1pm & 2pm - 6pm	Fri 8:30am - 1pm	Sat 9:30am - 1pm
WORK HOURS						
0800	20	62	59	66	29	0
0900	348	606	584	378	295	25
1000	145	297	208	129	92	111
1100	165	208	144	136	94	139
1200	171	171	112	86	207	169
1300	30	14	15	2	15	31
1400	136	219	85	107	0	0
1500	253	220	172	128	0	0
1600	215	104	136	121	0	0
1700	130	99	115	61	0	0
1800	0	1	1	3	2	0
EMPLOYEES SCHEDULED	4 employees & Director	4 employees & Director	4 employees & Director	4 employees & Director	2 employees	2 employees

File Attachments for Item:

3. Resolution 2022-02-04: Consider Animal Control and Pound Services Contract Renewal

CITY OF LEEDS
RESOLUTION NO.: 2022-02-04

**A RESOLUTION TO CONTRACT WITH THE GREATER BIRMINGHAM
HUMANE SOCIETY FOR ANIMAL CONTROL AND POUND SERVICES**

WHEREAS, on November 2021, the Jefferson County Commission issued an Invitation to Bid No. 7-22 (“ITB”) on behalf of the Purchasing Association of Central Alabama (“PACA”) and its Members, whereby it would accept sealed bids for Animal Control and Pound Services pursuant to the ITB; and

WHEREAS, on February 2022, Jefferson County awarded the bid pursuant to the ITB No. 7-22 as amended, to The Greater Birmingham Humane Society, Inc. (“GBHS”); and

WHEREAS, the Services, defined herein, to be performed under the ITB may be performed by a subcontractor of the GBHS which The Greater Birmingham Humane Society Animal Care and Control is, LLC (“Vendor”); and

WHEREAS, the City of Leeds (“City”), as a Member of PACA, is entitled to enter into an Agreement for Animal Control Services as set out in the ITB (the “Services”); and

WHEREAS, the ITB includes pound services to be paid on a pro rata basis to Jefferson County (the “Pound Services”) but does not include animal control field services for municipalities with a population over 5,000 pursuant to the Code of Alabama 1975, Section Title 3-7A-7; and

WHEREAS, the City desires to retain GBHS to perform Services, excluding where applicable Pound Services; and

NOW, THEREFORE, BE IT RESOLVED by the City Council (the “Council”) of the City:

Section 1. Recitals. The foregoing Recitals are incorporated herein by reference and form an integral part of this Resolution.

Section 2. Invitation to Bid 7-22. GBHS has acknowledged that the terms of the ITB are hereby offered to the City and shall be incorporated into the provision of Services provided for in this resolution.

Section 3. Public Purpose. The Council does hereby ascertain, determine, declare, and find that GBHS provision of the Services and entering into an agreement as provided in Section 5 will serve a public purpose and is necessary and desirable, and in the best interest of the City and the health, safety, and welfare of its inhabitants, by allowing for the humane control and care of animals in the City and access to pound facilities. The Council finds that the above-cited items constitute important public benefits to the City and its citizens.

Section 4. Approval to Perform the Services. GBHS submitted a “Price Sheet” in response to the ITB, which is attached as Exhibit “A” hereto and incorporated by reference as if set out fully herein, (the “Price Sheet”) and the Council hereby approves and authorizes GBHS to perform the Services as set out in the ITB in the City and the City shall pay GBHS the cost not to exceed the amounts set forth in the Price Sheet, excluding where applicable Pound Services paid pro-rata to Jefferson County, as provided in the ITB.

Section 5. Agreement for Services. The Price Sheet sets forth the prices for the Services to be performed by GBHS in the City. The Mayor of the City is hereby authorized and directed to negotiate with GBHS on behalf of the City and execute and deliver on behalf of the City an agreement in substantially the form set forth in Exhibit “B”, with such changes or additions to such agreement as the Mayor of the City shall approve, which approval shall be conclusively evidenced by his or her execution of the agreement and attestation by the City Clerk.

Section 6. Approved Subcontractor. Vendor was expressly incorporated into the response to the ITB to perform services for GBHS as a subcontractor. Vendor, as a subcontractor, is hereby approved to perform all or a portion of the Services for the City.

Section 7. Other Necessary Action. The officers and staff of the Council and Mayor are hereby authorized to take such other action as may be necessary or desirable to carry out the provisions of this resolution.

Section 8. Relationship. GBHS is an independent contractor of the City. This resolution does not create any partnership, joint venture, or principal-agent relationship between the City and GBHS. Further, the City retains no control or authority with respect to its means and methods in which GBHS (or any of its employees, subcontractors, or representatives) performs the Services.

Section 9. Provisions of Resolution a Contract. The terms, provisions and conditions set forth in this resolution constitute a contract between the City and GBHS conferring all necessary legal authority for GBHS to perform the Services in the City and shall remain in effect until an agreement is executed in accordance with Section 5 of this resolution or one year, whichever is earlier.

Section 10. Severability. If any provision in this resolution shall be invalid, illegal, or enforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

ADOPTED AND APPROVED this the 22nd day of February 2022.

CITY OF LEEDS, ALABAMA:

David Miller, Mayor

Date

ATTEST:

AYES: _____
NAYS: _____
ABSENT FROM VOTING: _____
ABSTAIN: _____

City Clerk

In my capacity as City Clerk of the City of Leeds, I hereby certify that the above Resolution was duly adopted by the City Council of the City of Leeds at a regular meeting held on the 22nd day of February 2022.

Toushi Arbitelle, City Clerk

Greater Birmingham Humane Society Animal Control and Pound Services Price Sheet

1	Patrol /Pound Services		
A.	Price per ACO Vehicle	\$41.00	per Hour
B.	Price per ACO After-hours rounded to the nearest half hour minimum of a half hour	\$61.50	per Hour
C.	Pound Services (Prorated fee depending on usage)	\$265.97	per Month
2	Animal Boarding		
A	Dog or Cat (regular stray hold will be 7 days)	\$ 7.75	per day
B	Quarantined (hold will be 10 days)	\$ 9.75	per day
C	Livestock (regular stray hold will be 30 days)	\$ 29.00	per day
D	Pocket Pet	\$ 28.00	per day
E	Preventative Vaccines	\$ 17.00	total cost
F	Emergency Medical Care	cost + %10	per pet
3	Euthanasia Service		
A	Euthanasia	\$ 10.50	per animal
4	Pricing for Animals Seized Under the Authority of the Pet Protection Act		
A	Boarding (unlimited days till court release)	\$ 8.00	per day
B	Dangerous Dog Boarding (dog is seized on dangerous dog investigation)	\$ 30.00	per day
C	Medical Care	cost + %10	per month
D	Emergency Medical Care	cost + %10	pet pet
E	Preventative Vaccines	\$ 17.00	per pet
5	Rabies Test Preparation		
A	Office Bring In	\$ 40.00	per animal
B	Field Pick Up	\$ 50.00	per animal
C	Animals other than Dogs/Cats	\$ 50.00	per animal
6	Law Enforcement Requested Service Not Mandated by Law or Local Ordinance		
A	Boarding	\$ 28.00	per day
B	Emergency Medical Care	cost + %10	pet pet
7	Medical Services		
A	Rabies Vaccine	\$ 10.00	per animal
B	Preventative Vaccines	\$ 17.00	per animal
C	Microchip	\$ 20.00	per animal
8	TNR Only (trap neuter release)		
A	Neuter/Spay	\$ 35.00	per animal
B	Rabies Vaccine	\$ 10.00	per animal
C	Preventative Vaccines	\$ 17.00	per animal
C	Microchip	\$ 20.00	per animal

EXHIBIT B

[FORM OF]

Animal Control Services Fee for Service Contract

THIS AGREEMENT entered into this 22nd day of February 2022 by and between the City of Leeds, (hereinafter “City”) and The Greater Birmingham Humane Society, Inc. (hereinafter “Vendor”).

WHEREAS, on November 2021, the Jefferson County Commission issued an Invitation to Bid No. 7-22 (“ITB”) on behalf of the Purchasing Association of Central Alabama (“PACA”) and its Members, whereby it would accept sealed bids for Animal Control and Pound Services pursuant to the ITB; and

WHEREAS, on February 2022, Jefferson County awarded the bid pursuant to the ITB No. 7-22, as amended, to The Greater Birmingham Humane Society, Inc.; and

WHEREAS, the Services, defined herein, to be performed under the ITB may be performed by a sub-Contractor of the GBHS which The Greater Birmingham Humane Society Animal Care and Control is, LLC; and

WHEREAS, the City, as a Member of PACA, is entitled to enter into an Agreement with for Animal Control Services as set out in the ITB (the “Services”); and

WHEREAS, the ITB includes pound services to be paid on a pro-rata basis to Jefferson County (the “Pound Services”) but does not include animal control field services for municipalities with a population over 5,000 pursuant to the Code of Alabama 1975, Section Title 3-7A-7; and

WHEREAS, the City desires to Contract for Services, excluding where applicable Pound Services, on a fee for service basis; and

WHEREAS, the Vendor desires to furnish said services to the City;

NOW THEREFORE, the parties hereto mutually agree as follows:

1. ENGAGEMENT OF VENDOR: The City hereto agrees to engage the Vendor and the Vendor hereby agrees to perform the services hereinafter set forth.

2. SCOPE OF SERVICE: This contract results from the ITB. The terms of which are included herein by reference. The City desires to enter into a contract with the Vendor to provide the Services, excluding where applicable Pound Services, on a fee for services basis as described in the ITB and attached Price Sheet.

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: This contract is for the earlier of one (1) year or until _____, 20____, effective upon signatures of the below designated officials, and shall continue in effect unless termination notice is given as herein provided.

a. This term is subject to a sixty (60) day cancellation by either party for any reason, so long as proper notice is sent to the addresses as provided under Number 13 “Notices” of this Agreement.

b. Vendor shall provide at least a thirty (30) day notification of change to any hourly rate or boarding fee. Should a rate change occur, and municipal funding is lacking, the City shall be permitted to terminate all services on the thirtieth day following the notification of a rate change.

4. **COMPENSATION:** The Vendor shall be compensated for services rendered, excluding where applicable Pound Services paid pro-rata to Jefferson County, as shown on the Price Sheet attached as Exhibit “A”. With respect to Animal Control Field Services, Vendor will provide those services at **\$41 per hour for 4 hours per week**. Vendor will invoice the City for the Services including basic monthly charge, veterinary fees, and animal care fees no later than ten (10) days after the beginning of each month for the preceding month. City shall reimburse Vendor for invoiced services in a timely manner, not to exceed fourteen (14) days following receipt.

5. **ASSIGNMENT:** No portion of the proposal or resulting project contract may be sold, assigned, transferred, or conveyed to a third party without the express written consent of the City. The City hereby approves all sub-Contractors included in the Vendor’s response to the ITB. Should the City authorize Vendor to subcontract (assign) any portion of this contract, Vendor will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, Vendor must maintain a continuous effective business relationship with the sub-Contractor(s) including, but not limited to, regular payment of all monies owed to any sub-Contractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.

6. **GOVERNING LAW/DISPUTE RESOLUTION:** The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, materials and equipment to be rendered pursuant to said Agreement are to be delivered to the City in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by the laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County, Alabama.

7. **STATEMENT OF CONFIDENTIALITY:** Vendor agrees that any information accessed or gained in performance of those duties will be maintained in absolute confidence and will not be released, discussed, or made known to any party or parties for any reason whatsoever, except as required in the conduct of duties required, or where disclosure is required by law or mandated by a court of law.

8. **INDEPENDENT CONTRACTOR:** The Vendor acknowledges and understands that the performance of this contract is as an Independent Contractor and as such, the Vendor is obligated for Workmen’s Compensation, FICA taxes, Occupational Taxes, all applicable federal, state and local taxes, etc. and that the City will not be obligated for same under this contract.

9. **NON-DISCRIMINATION POLICY:** The Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status, pursuant to the provisions of Title VII of the Civil Rights Act of 1964, 42 U.S.C. 1981, 1983, 1986 and all amendments thereto relevant to discriminatory employment practices. The Vendor will ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability, or veteran status. Such action shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and, selection for training, including apprenticeship. In the event of Vendor’s non-compliance with the equal opportunity clause of this contract, this contract may be cancelled, terminated, or suspended in whole or in

part and the Vendor may be declared ineligible for further City contracts. This paragraph must also be included in any subcontract or purchase order by Vendor on behalf of the City. Vendor agrees to furnish to the City, upon request, reports, notices, policies and/or information certifying compliance with this policy.

10. MISCELLANEOUS REQUIREMENTS: Upon execution of this contract, the Vendor shall furnish the City with information required for Form 1099 reporting and other pertinent data required by law.

11. TERMINATION OF CONTRACT: This contract may be terminated by the City with a sixty (60) day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the City shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the Vendor of any liability to the City for damages sustained by virtue of a breach by the Vendor.

12. LIABILITY: The Vendor will indemnify and hold harmless the City, its elected officials and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of the Vendor, its agents, sub-Contractors or employees under this contract. The City agrees, to the extent allowed by law, to indemnify and save harmless the Vendor, its corporate officers and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of services unless negligence is found on part of Vendor.

13. NOTICES: Unless otherwise provided herein, all notices or other communications required or permitted to be given under this contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand or sent via certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at the following addresses or to any other person at any other address as may be designated in writing by the parties:

City of Leeds
1400 9th Street
Leeds, AL 35094

The Greater Birmingham Humane Society, Inc.
300 Snow Drive
Birmingham, AL 35209

14. AMENDMENT OF AGREEMENT: This contract contains the entire understanding of the parties, does not change any term or provision of the contract and shall be valid or binding unless so amended by written instrument which has been executed or approved by the City. Any such amendment shall be attached to and made a part of this contract. A written request must be made to the City and an amended agreement will be executed.

15. INSURANCE: Vendor will maintain such insurance as required in the ITB and as will protect him and the City from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama. Evidence of insurance will be furnished to the Purchasing Agent upon request.

16. HOLD HARMLESS AND INDEMNIFICATION: Contracting party agrees to indemnify, hold harmless and defend the City, its elected officers and employees, and agents (hereinafter referred to in this paragraph collectively as “City”), from and against any and all loss expense or damage, including court cost and attorney’s fees, for liability claimed against or imposed upon the City because of bodily injury, death or property damage, real or personal, including loss of use thereof arising out of or as a consequence of the breach of any duty or obligations of the contracting party included in this agreement, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of integrator, its employees, agents, representatives, or sub-Vendors, their employees, agents or representative in connections with or incident to the performance of this agreement, or arising out of Worker’s Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of the company and/or its sub-Vendors or claims under similar such laws or obligations. Company obligation under this Section shall not extent to any liability caused by the sole negligence of the City, or its employees. Before beginning work, contract party shall file with the City a certificate from his insurer showing the amounts of insurance carried and the risk covered thereby. Liability insurance coverage must be no less than \$1,000,000. During performance, the company must have in effect and maintain insurance from a company licensed to do business in the State of Alabama. Coverage required includes 1) Comprehensive General Liability; 2) Comprehensive Automobile Liability; and 3) Worker’s Compensation and Employer’s Liability.

17. STATEMENT OF COMPLIANCE WITH ALABAMA CODE SECTION 31-13-9: By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they 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 the Agreement and shall be responsible for all damages resulting therefrom.

18. COMPLETE CONTRACT: The above seventeen paragraphs or sections constitute the entire agreement. Any amendments or extensions must be made in accordance with the provisions stated herein.

THE GREATER BIRMINGHAM
 HUMANE SOCIETY ANIMAL
 CARE & CONTROL, LLC

CITY OF LEEDS
 A Municipal Corporation

 Signature

 Signature

 Print

 Print

 Title

 Title

 Date

ATTEST:

 Toushi Arbitelle, City Clerk