



CITY OF LEEDS, ALABAMA

REGULAR COUNCIL MEETING AGENDA

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

April 15, 2024 @ 6:00 PM

To view this meeting online:
<https://meet.goto.com/CityofLeeds>

CALL COUNCIL MEETING TO ORDER

ROLL CALL / INVOCATION / PLEDGE OF ALLEGIANCE

CUTOFF FOR PUBLIC COMMENT SIGN-UP

Anyone wishing to address the Council during the Public Comment section of the meeting must have completed their registration by this point in the meeting.

APPROVE COUNCIL MINUTES

- [1.](#) Minutes from April 01, 2024

REPORTS OF OFFICERS:

2. Mayor David Miller
- [3.](#) City Administrator Watson
Over-time Report
4. City Clerk Arbitelle
5. Police Chief Irwin
6. Fire Chief Parsons
7. Court Magistrate Roberts
8. Superintendent Williams
9. Public Works Director Warren
10. Social Services Director Bryan

PUBLIC HEARING

OLD BUSINESS:

NEW BUSINESS:

- [11.](#) Ordinance 2024-04-01: Amend city fee schedule to reduce city building and construction fees for permitting new construction, additions, alterations, and repairs.
- [12.](#) Resolution 2024-04-03: Consider the 2024 Animal Control and Pound Services Contract
- [13.](#) Resolution 2024-04-04: Consider Business License Waiver of Penalty
- [14.](#) Resolution 2024-04-05: Consider Approval of Budget Amendment to Purchase Solid Waste Equipment

- [15.](#) Resolution 2024-04-06: Consider Dispatch Service Agreement
- [16.](#) Resolution 2024-04-07: Consider Re-appointment to the City of Leeds Board of Education
- [17.](#) Resolution 2024-04-08: Consider Services Contract for Senior Services Center

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.

If you wish to speak at this meeting, please use the following web address:

<https://www.cognitoforms.com/CityOfLeeds1/PublicParticipationSpeakersSignUpSheet>

QR code to sign up



File Attachments for Item:

1. Minutes from April 01, 2024



CITY OF LEEDS, ALABAMA

REGULAR COUNCIL MEETING MINUTES

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

April 01, 2024 @ 6:00 PM

CALL COUNCIL MEETING TO ORDER

Mayor David Miller called the meeting to order at 6:03 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

ABSENT

Council member Devoris Ragland-Pierce

INVOCATION

Council member Eric Turner

PLEDGE OF ALLEGIANCE

Mayor David Miller

CUTOFF FOR PUBLIC COMMENT SIGN-UP

APPROVE COUNCIL MINUTES

1. Minutes from March 04, 2024

Motion to approve Minutes from March 04, 2024 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

REPORTS OF OFFICERS:

2. Mayor David Miller

Mayor Miller gave updates on the Memorial Park playground slide and the sewer issue at the Library.

3. City Administrator Watson

Absent

4. City Clerk Arbitelle

No Report

5. Police Chief Irwin
Chief Irwin gave several updates regarding the Police Department.
6. Fire Chief Parsons
Chief Parsons gave updates regarding the Fire Department.
7. Court Magistrate Roberts
Written reports were supplied to the Council.
8. Superintendent Williams
No Report
9. Public Works Director Warren
No Report
10. Social Services Director Bryan
No Report

OLD BUSINESS:

There was none.

NEW BUSINESS:

11. Resolution 2024-04-01: Consider Approval of Rusty's Barbeque LLC Bid for Senior Program Catering Services

Motion to approve Resolution 2024-04-01 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
12. Resolution 2024-04-02: Authorizing Engagement of Rivertree Systems, Inc. as a Private Audit/Collection Firm

Motion to approve Resolution 2024-04-02 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

PUBLIC COMMENTS

No one signed up to speak.

ADJOURNMENT

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

The meeting adjourned at 6:16 pm.

David Miller, Mayor

Attest:

Toushi Artbitelle, City Clerk

File Attachments for Item:

3. City Administrator Watson
Over-time Report

Department Hours- OT

From 03/19/24 to 04/01/24

Department	OT	Totals
	165:29	165:29

ADM-1	6:07	6:07
DEV-50	0:12	0:12
FIRE1-26	29:00	29:00
FIRE2-26	32:00	32:00
LIB-70	2:40	2:40
POL-22	83:58	83:58
STR-80	11:32	11:32

File Attachments for Item:

11. Ordinance 2024-04-01: Amend city fee schedule to reduce city building and construction fees for permitting new construction, additions, alterations, and repairs.

ORDINANCE NUMBER 2024-04-01

REDUCING CITY BUILDING & CONSTRUCTION FEES FOR PERMITTING NEW CONSTRUCTION, ADDITIONS, ALTERATIONS AND REPAIRS.

WHEREAS, the City of Leeds is generally authorized by statute to adopt and enforce rules, and regulations in order to protect the health, safety, morals, welfare, well-being, and comfort of their inhabitants and the public at large to enact, adopt, and enforce ordinances regulating the use, control, repair, and maintenance of buildings, dwellings, and structures of all types and descriptions; and

WHEREAS, it has been determined that the City’s current utilization of the International Code permitting guides place the City’s fees somewhat out of line with neighboring or like jurisdictions, and reducing such permitting fees would realign the costs for the benefit of builders and the encouragement of growth; and

WHEREAS, the Finance Committee has reviewed this amendment and has recommended it for consideration.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LEEDS, ALABAMA, as follows:

- 1. That Chapter 10, Article 10 of the City Code of Ordinances (the City Building and Construction Code) be amended or supplemented as follows:

“Section 10-5 Permit Fees - Permit fees for erecting new buildings, remodels, demolition of buildings or structures, electrical installations, plumbing installations, and mechanical installations shall be calculated at 0.9% of the valuation, with a said valuation based on the costs of labor, materials, and equipment only.

- 2. The provisions of this ordinance are severable. If any provision, section, or portion is held by a court of competent jurisdiction to be invalid or unconstitutional, it shall not affect the validity or constitutionality of the remaining provisions.
- 3. This ordinance shall be effective on the first day of the month following its publication.
- 4. All ordinances or parts of ordinances in conflict with the provision contained herein, including, without limitation, Ordinance 2023-09-01, are hereby repealed to the extent of said conflict.

ADOPTED and APPROVED this the 15th day of April 2024.

CITY OF LEEDS, ALABAMA

DAVID MILLER, MAYOR

DATE

ATTEST:

AYES: _____

NAYS: _____

ABSENT FROM VOTING: _____

ABSTAIN: _____

TOUSHI ARBITELLE, CITY CLERK

I, Toushi Arbitelle, City Clerk of the City of Leeds, hereby certify that the above Ordinance was duly adopted by the City Council of the City of Leeds at a regular meeting held on the 15th day of April 2024.

Toushi Arbitelle, City Clerk

File Attachments for Item:

12. Resolution 2024-04-03: Consider 2024 Animal Control and Pound Services Contract

RESOLUTION NO. 2024-04-03

APPROVAL OF 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.

APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Leeds, Alabama on this the 15th day of April, 2024.

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

CITY OF LEEDS, ALABAMA

David Miller, MAYOR

DATE

ATTEST:

City Clerk

In my capacity as the 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 15th day of April 2024.

Toushi Arbitelle

EXHIBIT B

[FORM OF]

Animal Control Services Fee for Service Contract

THIS AGREEMENT entered into this 15th day of April , 2024, 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 April 30, 2025, 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 St
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

 MAYOR

 Title

 Date

ATTEST:

 CITY CLERK



Fee Schedule

SERVICES AND FINES	OFFICE FEE	FIELD FEE
Impoundment (within 12- month period)		
Owner First Offense	\$ 30.00	\$ 30.00
Owner Second Offense	\$ 75.00	\$ 75.00
Owner Third Offense	\$ 150.00	\$ 150.00
Owner Fourth Offense	\$ 300.00	\$ 300.00
Owner Over Fourth Offense (charged with misdemeanor allowing dogs to 3-1-5a)		
*Unaltered Animals:	\$ 25.00	\$ 25.00
<i>Note: Owners who alter their animals within 30 days of redemption will be refunded \$22.00 of this fee</i>		
Boarding: (\$8.00 Minimum per day beginning day 1)	\$ 8.00	\$ 8.00
Rabies Vaccination	\$ 10.00	\$ 10.00
Rabies Tag Replacement	\$ 5.00	\$ 7.00
*Quarantine Fees (Quarantine \$20.00, minimum 10 days boarding \$10.00/day, if RAL impoundment \$30.00, subsequent impoundment fees will apply, and unaltered fee)	\$ 160.00	\$ 175.00
<i>Note: If rabies vaccine is not current additional rabies fee will apply upon redemption.</i>		
Subsequently Altered Animal Processing:	\$ 3.00	\$ 3.00
Euthanasia and Rabies Test Preparation	\$ 50.00	\$ 75.00
Leash	\$ 2.00	N/A
Pet Carrier	\$ 5.00	N/A
Trap Rental: (Cost of new trap will be charged to your card if not returned within 30 days!)		
Cat Trap Rent	\$6.00/ day	N/A
Dog Trap Rent	\$10.00/ day	N/A
OWNER SURRENDERS:		
County Owned Surrenders per pet:	\$ 15.00	\$ 25.00
Mother and Litter (maximum of 12 weeks of age)	\$ 50.00	\$ 75.00
Non - Contract County Surrenders per pet:	\$ 25.00	Unavailable
Mother and Litter (maximum of 12 weeks of age)	\$ 60.00	Unavailable
Out of County Surrenders per pet:	\$ 50.00	Unavailable
Mother and Litter (maximum of 12 weeks of age)	\$ 75.00	Unavailable

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)	\$269.36	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

File Attachments for Item:

13. Resolution 2024-04-04: Consider Business License Waiver of Penalty

**CITY OF LEEDS
RESOLUTION NO.: 2024-04-04**

**CONSIDERATION OF A ONE-TIME WAIVER FOR BUSINESS LICENSE FILING PENALTY BASED
ON SHOWING OF GOOD CAUSE**

WHEREAS, the City of Leeds regulates Licenses for Business located within the City limits pursuant to, without limitation, Chapter 12 of the City of Leeds Code of Ordinances, as amended; and

WHEREAS, a certain longtime business in the City of Leeds (taxpayer ID 703801) has been penalized due to delinquent Business License Payment and

WHEREAS, based on correspondence from the said taxpayer, the delinquency of the annual business license payment was caused by the business owner's death in late 2023.

The owner died.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Leeds that:

1. The Recitals above are true, correct, approved, and included herein as if fully set forth.
2. The City hereby determines that, based upon the request for a one-time waiver of the business license late penalty (\$1,169.46) as requested, the justification provided for the request is adequate, and the request is hereby granted.
3. The Mayor and staff shall have the full authority to do those things, perform those functions, make such decisions, take such action, and to sign necessary documentation in order to carry out and fully complete the actions so authorized herein.

APPROVED AND ADOPTED on this the 15th day of April 2024.

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

CITY OF LEEDS, ALABAMA

David Miller, MAYOR

DATE

ATTEST:

Toushi Arbitelle, City Clerk

In my capacity as the 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 15th day of April 2024.

Toushi Arbitelle

File Attachments for Item:

14. Resolution 2024-04-05: Consider Approval of Budget Amendment to Purchase Solid Waste Equipment

RESOLUTION NO: 2024-04-05

AUTHORIZATION OF BUDGET AMENDMENT – FUNDING THE PURCHASE OF KNUCKLE BOOM TRUCK FOR SOLID WASTE DEBRIS COLLECTIONS

WHEREAS, it has been requested that the Council purchase an additional knuckle boom truck (See Attachment) for the Streets and Sanitation department for use in the City’s Solid Waste Program and

WHEREAS, although the expenditure is not a budgeted item, the City’s Solid Waste fund/line item would be the source of funds for the purchase and

WHEREAS, the Finance Committee has provided their recommendation for consideration.

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 purchase of a knuckle boom truck, as identified on Exhibit A, as attached hereto, at a cost of approximately \$222,507.00, to be used primarily for the collection of debris and solid waste in the City.
2. The approved purchase shall use funds currently existing in the City’s Solid Waste fund or line item.
3. 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 15th day of April 2024.

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 15th day of April 2024.

Toushi Arbitelle, City Clerk



Ingram Equipment Company

11 Monroe Drive Pelham, AL 35124
400 Dupree Street Tallahassee, FL 32304
1596 S. Bethel Road Unit A Priceville, AL 35603
8559 Bellingrath Road Theodore, AL 36582
1311 Industrial Park Road Columbus, MS 39701
Phone: (205) 663-3946
www.ingramequipment.net

Ship To: CITY OF LEEDS PUBLIC WORKS
8475 1ST AVE
LEEDS AL 35094

Invoice To: CITY OF LEEDS
1040 PARK DRIVE
LEEDS AL 35094

Attention: JOHNNY WARREN

Table with 4 columns: Branch, Date, Account No, Ship Via, Time, Phone No, Tax ID No, Est No, Purchase Order, Salesperson. Values include 01 - PELHAM, 04/01/2024, LEEDS001, JAMES HOVATER, etc.

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description ** Q U O T E ** EXPIRY DATE: 04/24/2024 Amount

2024
Stock #: U001256 Serial #: E0KB02006233333
New HO KBF-20H-HJ
PAC-MAC KBF-20H-HJ WITH TKB1828
WALK THRU PLATFORM
H-STYLE OUTRIGGERS
HOT SHIFT PTO
6' TIP BOOM W/4' EXTEND
10' MAIN BOOM W/EXTEND TIP
HYDRAULIC JOYSTICK CONTROLS
STROBE LIGHT ON PIVOT
BOOM UP ALARM
18', 28CY BODY
MID BODY TURNS
REAR POST CORNER STROBEDS
SINGLE REAR DOOR
OIL COOLER
5YR/150K MILE ENGINE & AT WARRANTY
5YR/UNLIM. MILE TRANSMISSION WARRANTY
PAINT: RED/BLACK LOADER, BLACK BODY, WHITE CAB

****INCLUDING THE FOLLOWING ATTACHMENTS****
=====

New MACK MD7 MACK MD7 U001241 1M2MDBAB6RS074490

Miscellaneous Charges/Credits
=====
FREIGHT CHARGE Qty: 1
Miscellaneous Charges/Credits Total: 1620.00

Sale Total: 220887.60
Subtotal: 222507.60
Quote Total: 222507.60

Authorization: _____



Ingram Equipment Company

11 Monroe Drive Pelham, AL 35124 400 Dupree Street Tallahassee, FL 32304 1596 S. Bethel Road Unit A Priceville, AL 35603
8559 Bellingrath Road Theodore, AL 36582 1311 Industrial Park Road Columbus, MS 39701
Phone: (205) 663-3946
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Ship To: CITY OF LEEDS PUBLIC WORKS
8475 1ST AVE
LEEDS AL 35094

Invoice To: CITY OF LEEDS
1040 PARK DRIVE
LEEDS AL 35094

Attention: JOHNNY WARREN

Branch 01 - PELHAM		
Date 04/01/2024	Time 11:04:17 (O)	Page 2
Account No LEEDS001	Phone No 2056992585	Est No 01 Q00958
Ship Via	Purchase Order	
Tax ID No		
JAMES HOVATER		Salesperson WH

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description ** Q U O T E ** EXPIRY DATE: 04/24/2024 Amount

SOURCEWELL CONTRACT 060920-NAF

-
This Unit May Be Subject to Manufacturer Surcharges
After Issuance of Purchase Order.

-
THANK YOU FOR YOUR BUSINESS, IT IS GREATLY APPRECIATED.

Thank You For Your Business!



File Attachments for Item:

15. Resolution 2024-04-06: Consider Dispatch Service Agreement

RESOLUTION NO: 2024-04-06

DISPATCH SERVICES AGREEMENT WITH THE BLOUNT COUNTY 911 COMMUNICATIONS DISTRICT

WHEREAS, in 2018 the City entered a standing agreement with the Blount County 911 Communications District to provide 911 call handling, dispatch services, and various other related emergency call handling services and

WHEREAS, based chiefly on a request by a State auditory, the Blount County 911 District has requested that the City *also* provide an annual Dispatch Services Agreement to simply commemorate that exact dispatch fees being collected and

WHEREAS, the Dispatching Agreement in no respect alters, amends or otherwise changes the requirements and conditions contained within the Consolidation Agreement existing between the Parties.

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

1. The above recitals are approved as correct and included herein as if fully set forth.
2. The attached Dispatch Services Agreement is hereby approved as written.
3. 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 15th day of April 2024.

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 15th day of April 2024.

Toushi Arbitelle, City Clerk

STATE OF ALABAMA

COUNTY OF BLOUNT

DISPATCH SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the Blount County Communications District (hereinafter referred to as “Blount 911”) and the City of Leeds, Alabama, a Municipal Corporation, (hereinafter referred to as “The City”).

WITNESSETH

WHEREAS, on or about June 2018, the City of Leeds and the Blount County Communications District entered into the Agreement for Consolidation of Emergency Communication Districts (the “Consolidation Agreement”), and said Agreement remains valid and controlling between the Parties thereto; and

WHEREAS, Blount 911 is legally bound to provide dispatch services for the City pursuant to the Consolidation Agreement; and

WHEREAS, the City, pursuant to Section 7 of the Consolidation Agreement, agreed to pay Blount 911 for said dispatch services in a certain manner and at a per call rate by a mutually agreeable formula based on the City of Oneonta’s actual rate; and

WHEREAS, Blount 911 has requested that the City provide this Dispatch Service Agreement with an understanding that the Consolidation Agreement is controlling, and that this Agreement is written primarily to satisfy the requests of State Auditors.

NOW, THEREFORE, the parties agree as follows:

1. Blount 911 agrees to provide emergency dispatch services for the City and its police and fire departments and further agrees to provide NCIC warrant searches, NCIC removal services and NCIC hit request services for the Police Department.
2. The term of this agreement shall follow and coincide with that of the Consolidation Agreement and be automatically renewing each year commencing January 1, 2024.
3. The consideration for this Agreement shall be based upon a per call fee determined by the City’s call volume for the previous twelve months prior to the commencement of this Agreement or any automatic renewal of this Agreement. The consideration for the agreement for the 2024 calendar year shall be based on the terms of the Consolidation Agreement (i.e. Section 7 thereof) and payable upon receipt of invoice. The City shall be notified in December of each year identifying the amount of the consideration required as well as validation that said amount is based, as indicated in the Consolidation Agreement, on the same formula in effect for the City of Oneonta.
4. Due to the critical nature of 911 emergency services, the Parties agree that neither party may terminate this Agreement, and that the continuation of this Agreement shall be based wholly on the terms and conditions of the Consolidation Agreement between the Parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those officers and/or employees duly authorized and the agreement is deemed to be effective on the commencement date referred to above.

BLOUNT COUNTY
COMMUNICATIONS DISTRICT

BY: _____

CITY OF LEEDS, ALABAMA
A Municipal Corporation

BY: _____

STATE OF ALABAMA

COUNTY OF BLOUNT

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that _____, whose name is signed to the above and foregoing on behalf of BLOUNT COUNTY COMMUNICATIONS DISTRICT, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the _____ day of April 2024.

Notary Public
My commission expires:

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that DAVID MILLER, whose name is signed to the above and foregoing as Mayor on behalf of CITY OF LEEDS, ALABAMA, A Municipal Corporation, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the _____ day of April 2024.

Notary Public
My commission expires:

File Attachments for Item:

16. Resolution 2024-04-07: Consider Re-appointment to the City of Leeds Board of Education

**CITY OF LEEDS
RESOLUTION NO.: 2024-04-07**

**RE-APPOINTMENT OF MEMBER TO THE CITY OF LEEDS BOARD OF
EDUCATION**

WHEREAS, by Title 16 Chapter 11 of Code of Alabama, 1975, the City Council is authorized to reappoint members to the City of Leeds Board of Education; and

WHEREAS, the City Council is desirous of making the necessary re-appointment of one (1) citizen to the City of Leeds Board of Education; and

WHEREAS, City Council has determined that the candidate possesses the necessary qualifications to serve this entity and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Leeds, Alabama, that:

- A. The above Recitals are included herein as if fully set forth.
- B. The following named persons are hereby re-appointed to serve on the City of Leeds Board of Education:

APPOINTEE	EXPIRATION OF TERM
Chad Anderson	April 2029

- C. The Clerk is hereby directed to notify the above-named person of their re-appointment and to further notify the respective board of said appointment.
- D. All resolutions, or parts of resolutions of the City of Leeds, Alabama, in conflict with this Resolution are hereby repealed to the extent of such conflict.

ADOPTED and APPROVED this the 15th day of April 2024.

CITY OF LEEDS, ALABAMA:

DAVID MILLER, MAYOR

DATE

ATTEST:

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

TOUSHI ARBITELLE, 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 15th day of April 2024.

Toushi Arbitelle, City Clerk

CITY OF LEEDS, ALABAMA

NOMINATION AND ORAL QUEST APPLICATIONS
FOR
APPOINTMENT TO CITY BOARDS

1. Board(s) for which nomination is to be Leeds City Board of Education
2. Name of Nominee Chad Anderson
3. Address 7015 Rowan Lane
4. Mailing Address (if different) _____
5. Phone Number 205-369-1535 (h.m.) _____ (wk.) _____
6. Place of Employment FIS
7. Education Bachelor of Science in Computer Science - University of Alabama
8. Civic and Professional Activities _____
9. List of City Boards Presently Serving On BOE
10. List City Boards Previously Served On BOE, Parks & Rec
11. Areas of Special Interest and/or Concerns _____
12. Nomination Submitted By _____

Please forward this form to the City Clerk's office, 8373 1st Avenue SE, Leeds 35094, 699-2585 or 699-6558 (fax), no later than the Tuesday prior to the City Council meeting for which this nomination is to be considered. If there are no vacancies on board(s) requested, your form will be kept on file to be considered at a later date.

FOR OFFICE USE ONLY

Date Application Submitted: _____ / _____ / _____

Appointed to _____ Date of Appointment _____ Term Expires _____

Reason for vacancy of position (select one of the following):

New Board _____ Original Member Resigned _____ Other _____
(list name of former member)

If the position is to fill an expired term of a member, please list the name of the former member _____

110102akd

JAN 8 '24 AM 11:52

Dropped off by
Eric Turner

File Attachments for Item:

17. Resolution 2024-04-08: Consider Services Contract for Senior Services Center

CITY OF LEEDS

RESOLUTION NO.: 2024-04-08

**AUTHORIZATION AND APPROVAL SERVICE AGREEMENT
TO PROVIDE DANCE AND EXERCISE INSTRUCTION FOR THE CITY OF LEEDS SENIOR
SERVICES CENTER**

WHEREAS, Paul Zuckerman has provided dance and exercise instruction for the Senior Center pursuant to a service agreement for more than a decade, and said agreement is due to be renewed; and

WHEREAS, the City considers and determines the subject Services to be exempt from Alabama bid law requirements based on the value of the service, the unique qualifications, personality and personal traits of the subject individual and his experience in the community.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Leeds that:

1. The Recitals above are true, correct and included herein as if fully set forth.
2. Subject to providing proof and the maintenance of general liability insurance coverage at all times, an agreement is hereby authorized for Paul Zuckerman to provide dance instruction services to the City Senior Services Program, as an independent contractor at a rate of Sixty Dollars (\$60) per class on an as-needed basis up to two times per week. Said services may be terminated at any time at the option and notification of the Mayor.
3. The Mayor and staff shall have the full authority to do those things, perform those functions, make such decisions, and to sign necessary documentation in order to carry out and fully complete the actions so authorized herein and within the subject Agreement.

ADOPTED and APPROVED this the 15th day of April 2024.

CITY OF LEEDS, ALABAMA:

DAVID MILLER, MAYOR

ATTEST:

TOUSHI ARBITELLE, CITY CLERK

DATE

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

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 15th day of April 2024.

Toushi Arbitelle, City Clerk

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

SERVICE AGREEMENT

THIS AGREEMENT is made between Paul Zuckerman (Contractor) and the City of Leeds, a municipal corporation of the State of Alabama (the “City”) and will serve as the Service Agreement between the Parties.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other valuable consideration the sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties hereto agree as follows:

I. SCOPE OF SERVICES

- a. City hereby hires Contractor as an independent contractor providing services as more fully specified on **Exhibit A (the Services)**, attached hereto and made a part hereof.
- b. Contractor represents to City that it is actively engaged in the business of performing the Services and that Contractor, its employees and agents are adequately trained and are able to perform the Services.

II. REPRESENTATIONS AND WARRANTIES:

- a. Contractor represents and warrants that:
 - 1. It will comply with all applicable laws and is not prohibited from performing its obligations under this Agreement or any Services by any other agreement; and
 - 2. It will provide the Services in a workmanlike manner consistent with industry standards.
 - 3. It will adhere to all requirements, policies and conditions of Jefferson County, Alabama, and/or the Jefferson County Office of Senior Citizens Services.
- b. City represents and warrants that the execution & the performance of this Agreement has been duly authorized by all necessary corporate actions; and

III. TERM & TERMINATION

- a. The services hereunder shall commence on dated as of May 1, 2024 (the “Effective Date”) and continue through April 30, 2027 unless sooner terminated pursuant to the terms of this Agreement.
- b. Notwithstanding this provision, either Party hereto may terminate this Agreement with a **three (3) day written notice**.
- c. Upon termination of this Agreement for any reason, Contractor shall complete within the time frame set forth in this Agreement all orders accepted by Contractor prior to the effective date of termination, and complete such Services, unless instructed by City to the contrary;
- d. Upon termination of this Agreement for any reason, the City shall pay to Contractor all sums payable hereunder to the effective date of the termination, and pay and perform all obligations which are to continue thereafter under the terms of this Agreement, if any.

IV. COST OF SERVICES AND COMPENSATION

- a. In consideration for the performance of the Services hereunder this Agreement, each month, Contractor shall furnish the City with a monthly statement together with proof of performance, and within thirty (30) days after receipt of such monthly statement, the City shall pay to Contractor the total of such statement. Time is of the essence of this Agreement.

V. OBLIGATION OF CONTRACTOR

- a. Contractor shall pay all taxes presently or hereinafter imposed by any governmental authority upon the operation of Contractor’s business.
- b. It is agreed that Contractor is an independent contractor for the performance of all Services undertaken under this Agreement and that the labor and supervision furnished by Contractor will be performed by employees of Contractor, whom Contractor shall pay, and that the City is to have no control over the method and means of such accomplishment.
- c. Contractor will endeavor to ensure that Services are performed free from all liens or claims.

VI. INDEMNITY AND INSURANCE

- a. The Contractor shall protect, indemnify, hold harmless and defend the City, and the officers, directors, employees, Workmen, agents, servants, from and against all losses, damages, demands, claims, suits, and other liabilities, including reasonable attorneys' fees and other expenses of litigation, because of (i) bodily injury, including death at any time resulting therefrom, and (ii) damages to all property, including loss of use thereof and downtime, arising as a result of the negligence or intentional acts while performing the Services except to the extent that the liability, loss, or damage is attributable to and caused by the willful negligence of the City or the intentional acts of employees of the other Party.

- b. As of the Effective Date and prior to commencing services, Contractor will produce Certificates of Insurance evidencing that adequate insurance coverage is in force and effect and that such insurance will not be canceled or materially changed without giving prior notice.

VII. NOTICE

Any notice required or permitted to be given under this Agreement shall be deemed given when sent by certified mail, correct postage prepaid, or when received by confirmable facsimile, or when hand delivered. All such notices shall be addressed to the respective Parties at the addresses given herein, unless either party shall notify the other in writing that such notice shall be given to a different address, in which case any notices thereafter shall be given at such address.

VIII. GENERAL

- a. Contractor shall neither assign this Agreement nor subcontract the Services as a whole or part without the prior written consent of the City. Notwithstanding this provision, it is understood by the City that the Contractor may have from time to time a substitute instructor (the "proxy") to perform the instruction. In all events, the Contractor shall be fully responsible for any proxy provided as if the Contractor was personally on site performing the Services, and any insurance coverage provide as required by this Agreement shall be adequate in coverage to include any such proxy provided and naming the City as an additional insured. It shall be the Contractor's responsibility to oversee and vet the credentials of any proxy.
- b. This Agreement shall be construed and interpreted under the laws of the State of Alabama.
- c. Failure of either party to require strict performance by the other party or by any other entity, whether or not related to the other party, hereunder or any course of dealing or performance between the Parties hereto, shall not be deemed a waiver of any of the terms or conditions hereof. No waiver by of any of the terms, provisions or conditions hereof shall be effective unless said waiver shall be in writing and signed by the waiving party. No such waiver by shall operate as a waiver of any other provisions of this Agreement or of the same provision on a future occasion.
- d. This Agreement contains the full and complete understanding of the Parties hereto as to the subjects contained herein and supersedes any and all prior written or oral agreements or understandings between the Parties hereto. This Agreement may not be modified except by a subsequent writing executed by both Parties hereto. In the event of any conflict between any term or condition of this Agreement and any term or condition of any attachment to this Agreement, the term or condition of this Agreement shall prevail.
- e. Except as provided to the contrary, each portion, section, part, term and/or provision of this Agreement shall be considered severable and if for any reason such portion is declared invalid, it shall not affect any other aspect of this Agreement and the portions remaining shall remain valid and binding.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first above written.

CONTRACTOR:

Signature: _____	Address: _____
Name: _____ Date: _____	Telephone: _____

CITY OF LEEDS:

Signature: _____	Telephone: _____
Name: David Miller, Mayor	Address: _____

EXHIBIT A
(The Services)

The Parties understand that the Services described herein are provided as general guidelines and overview and are not exhaustive of the scope of work to be performed on a daily basis or on a project basis. An additional supplemental document, which may include additional work for each project may be necessary depending on the circumstances.

GENERAL SPECIFICATIONS & GUIDELINES:

The following items describe the Services and general guidelines for all Services that are to be performed and any Materials that are to be delivered or provided:

1. General dance and exercise instruction for the City's Senior Activities Program.
2. General Fees = \$60.00 per class actually instructed
3. Service Schedule = TBD
4. Service Locations = City of Leeds Civic Center or other location designated by the City from time to time.
5. Key Employees/ Supervisors = Senior Center Manager and/or Mayor