

JEFFERSON COUNTY COMMISSION
(Bessemer Justice Center – Room #340)

DATE: January 23, 2025

TIME: 9:00 AM

I. RECONVENE & ADJOURN THE MEETING OF JANUARY 9, 2025

II. CALL TO ORDER & ROLL CALL

III. INVOCATION

Commission District 3

Brother Mitch Grissett – The Well Community Church

IV. PLEDGE OF ALLEGIANCE

V. APPROVAL OF MINUTES

1. Commission Meeting – January 9, 2025

VI. PRESENTATIONS

None

VII. PUBLIC HEARINGS

None

VIII. RESOLUTIONS 1 - 49

IX. PUBLIC WORKS, COMMUNITY SERVICES & INTER-GOVERNMENTAL RELATIONS - COMMISSIONER SCALES

A. Commission District 1

1. Resolution authorizing the execution of a Community Infrastructure Grant Program Agreement with Birmingham Board of Education, providing funds in the amount of \$10,000.00 for the Infrastructure & Construction Program at Huffman High School.

B. Board of Equalization

No Items Submitted

C. Environmental Services

2. Resolution authorizing the execution of a permit agreement with ALDOT for the repair of a sanitary sewer force main along Highway 150 at South Shades Crest Rd.

RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized to execute a contract for Animal Control and Pound Services between Jefferson County and Greater Birmingham Humane Society.

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Independent Contractor Submission Form (ICSF)

Pursuant to Rule 11.4 of the *Rules and Regulations* of the Personnel Board of Jefferson County, appropriate documentation and a copy of the contract must be provided with the submission of this form. If sufficient information is not received, the Board may request additional documentation, return the contract or recommend denial of the contract. Submission of this form simply allows the Board to begin the Independent Contractor Review process and does not imply that information is all inclusive or that a contract will be approved. Questions should be directed to classandcomp@pbjcal.org. **NOTE:** If a contract is, in accordance with Policy 2015-002 of the Personnel Board, related to the construction of viaducts, bridges, streets, sewers, canals, public building or public utilities, then the contract is exempt from Personnel Board review and not required to be presented to the Personnel Board.

Department Requesting the Contract: Jefferson County

Contractor Name: Greater Birmingham Humane Society

Contract Amount: Usage Based

Contract Term (in years): 3

Contract Start Date: 2/1/2025

Will contract be grant funded? Yes ☐ No ☒

Contract is: New ☐ Renewal ☒ Amendment ☐

(Indicate grant funding source): _____

If this is a new contract, how many options to renew are included? 1 ☐ 2 ☐ 3 ☐ Other ☐

If this is a renewal, on what date was the original contract approved by the Personnel Board? Last approved 2022

NATURE OF THE CONTRACT

1. In "layman's terms" please provide a brief summary of the contract and the services to be performed. Please include the purpose of the contract, why an independent contractor is needed, and any helpful background information.

The statutorily required services to be performed include the capture and detention of stray dogs and other animals in designated areas within Jefferson County, the detention of those animals at a shelter that is owned by the County, the operation of the Shelter, the provision of veterinarian services at the Shelter, the provision of a spay/neuter program, and the performance of certain emergency services requested by public safety officials of the County. These services have been provided by an independent contractor on behalf of the County for over 30 years.

RATIONALE AND SUPPORTING INFORMATION

2. Does this contract contain a staffing component? ☒ Yes ☐ No
(If the contract does not include a staffing component (for example, a contract to gain access to a database), then submission of the contract to the Personnel Board for review is not necessary.)

3. Does the staffing component of this contract overlap with work performed by any Merit System job classification(s)?

- ☒ Yes, but there are extenuating circumstances that must be considered (please describe them below):
☐ No (please explain below how they are different):

Although there appear to be job descriptions for animal control officer and supervisor, those positions cannot provide all of the required services (vet care, spay/neuter, vaccinations, etc.). Furthermore, the County does not possess the speciality vehicles or equipment (animal transport vehicles, radios, etc.) necessary to perform the services in-house, and the County does not wish to bring the liability involved with this work in-house. These services have been performed by an independent contractor on behalf of the County for over 30 years.

4. Please indicate whether the staffing component of the work in this contract is:

- ☒ Continuous (the work to be performed is expected to continue indefinitely).
☐ Temporary* (the work to be performed is temporary in nature has a defined start and end date).

Please note this does not refer to the term of the contract, but to the nature of the work being performed through the contract.

*If "Temporary," please indicate the start and end dates and explain the temporary nature of the work:

5. Regardless of whether the work to be contracted is continuous or temporary, please indicate whether the work is:
- ☒ Consistently performed (regardless of the amount of time needed to perform the work, the work must be performed on a *reasonably regular basis*).
- ☐ Sporadically performed* (the work is performed on an irregular, intermittent or limited basis as needed).

*If "Sporadically performed," please explain the sporadic nature of the work:

6. The work/service to be performed under this contract: (indicate most appropriate response)

- ☐ Has not been performed prior to the establishment of this contract.
- ☒ Has been performed previously through other contracts.
- ☐ Has been performed previously by Merit System employees.

7. Is this type of work customarily given by public sector agencies to independent contractors?

- ☒ Yes* ☐ No

*If "Yes," please provide the names of other public sector agencies that contract similar services.

It is common for this work to be performed by independent contractors and for it to be performed by public sector agencies.

8. Do you currently possess the equipment and/or facilities to perform the work included in the contract?

- ☐ Yes ☒ No*

*If "No," indicate the type of equipment/facilities that are *required and not possessed* to perform the work.

The County has a facility, but not the equipment such as vehicles, radios, and supplies.

9. Is it more cost effective to provide these services via a contract rather than with in-house staff and equipment?

- ☒ Yes* ☐ No

*If "Yes," you must attach a comparison between "in-house costs" and "contract costs" to support your assertion.

Form Completed by: Theo Lawson

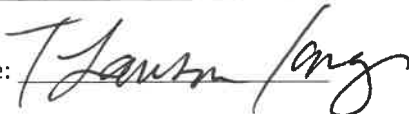
Title: County Attorney

Date Completed: 1/15/2025

Email: lawsont@jccal.org

Agency: Jefferson County

Phone: 205-325-5688

Appointing Authority Signature: 

Because the Greater Birmingham Humane Society (GBHS) is a non profit organization that receives donations of money, supplies, and volunteer workers, they are able to provide these services at a lower cost than the County.

The labor rates paid by the GBHS to animal control officers are similar to the merit system classification; however, the County pays premier medical benefits that cost the County \$30,648 per employee per year for family coverage in addition to base salary. The County is also subject to worker's compensation and other federal benefit laws that increase the costs of employment.

The liability involved with these services would further increase costs to the County in benefits (dog bites, scratches, jumping, etc leading to injury).

Finally, the County would have to make a major investment in equipment that it does not currently possess to provide these services. After 30 years, it is customary for the County to contract out these services.

ITB 22-25 "Animal Control Services"
 Joy McDowell , Principal Buyer
 Email: mcdowellj@jccal.org

PRICE LIST
BID# 22-25 "ANIMAL CONTROL SERVICES"

AWARDED VENDOR :

The Greater Birmingham Human Society
300 Snow Drive
Birmingham, Al 35209

Allison Cornelius
Phone: 205.942.1213
Email:allisonc@gbhs.org

Item No./Segment(s)	Description:	Uom	Pricing
Animal Control Field Services			
1	A	Price per Animal Control Officer (ACO) (includes all necessary equipment & transport)	per month
	B	Price per ACO after hours (includes all necessary equipment & transport)	per month
	C	Pound Services for over 5,000 populations	per month
			\$ 11,750.79
			65.00/hour
			\$ 13,244.40
Animal Boarding			
2	A	Dog or Cat (regular stray hold will be 7 days)	per day
	B	Quarantined (hold will be 10 days)	per day
	C	Livestock	per day
	D	Pocket Pet	per day
	E	Preventative Vaccines	total cost
	F	Emergency Medical Care	per animal
			\$ 8.00
			\$ 10.00
			\$ 30.00
			\$ 228.00
			\$ 19.00
			\$ cost + 10%
Euthanasia Service			
3	A	Euthanasia	per animal
			\$ 10.00

Attachment: 22-25 animal control price list (13590 : Greater Birmingham Humane Society - Animal Control Services)

Animals Seized Under the Authority of the Pet Protection Act or Other Law				
4	A	Boarding (unlimited days till court release)	per day	\$ 8.00
	B	Boarding of dangerous dogs	per day	\$ 30.00
	C	Medical Care	per month	\$ cost + 10%
	D	Emergency Medical Care	per pet	\$ cost + 10%
	E	Preventative Vaccines	per pet	\$ 19.00
Item No./Segment(s)		Description:	Uom	Pricing
Rabies Testing				
5	A	Office Bring In	per animal	\$ 40.00
	B	Field Pick Up	per animal	\$ 50.00
	C	Animals other than Dogs/Cats	per animal	\$ 50.00
Law Enforcement Requested Service Not Mandated by Law or Local Ordinance				
6	A	Boarding	per day	\$ 28.00
	B	Emergency Medical Care	per pet	\$ cost + 10%
Medical Services				
7	A	Rabies Vaccine	per animal	\$ 10.00
	B	Preventative Vaccines	per animal	\$ 17.00
	C	Microchip	per animal	\$ 20.00
TNR Only (Trap Neuter Release)				
8	A	Neuter/Spay	per animal	\$ 35.00
	B	Rabies Vaccine	per animal	\$ 10.00
	C	Preventative Vaccines	per animal	\$ 19.00
	D	Microchip	per animal	\$ 15.00
DESCRIPTION			Office Pricing	Field Pricing
FEE SCHEDULES				
Impoundment:				
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
*Unaltered Animals:			\$ 50.00	\$ 50.00
Note: Owners who alter animals within 10 days of redemption will be refunded \$22.00 of this fee				
Boarding: (\$8.00 minimum)			\$ 10.00	\$ 10.00
Rabies Vaccination or Deposit:			\$ 20.00	\$ 20.00
Rabies Tag Replacement:			\$ 5.00	\$ 5.00
*Quarantine:				

Note: This does not include boarding, rabies vaccination, or pickup charges.	\$ 20.00	\$ 20.00
DESCRIPTION	Office Pricing	Field Pricing
Rabies Vaccination Processing:		
<i>Note: For vaccinations performed on reclaimed animals at veterinary clinics</i>		
Subsequently Altered Animal Processing:	\$ 3.00	\$ 3.00
Copy Fee: *per page	\$ 0.50	\$ 0.50
*Euthanasia & Rabies Test Preparation:	\$ 50.00	\$ 75.00
Leash:	\$ 5.00	N/A
Pet Carrier: *(Feline Only)	\$ 5.00	N/A
Trap Rental:		
Cat Trap Rent per day	\$ 6.00	N/A
Dog Trap Rent per day	\$ 12.00	N/A
*Adoption		
<i>Note: Spay/Neuter Certificate valued at \$80.00 is issued with each adoption</i>		
Spay/Neuter Certificate	\$ 40.00	\$ 40.00
County Owned Surrenders:		
County Owned Surrenders	\$ 25.00	\$ 35.00
Mother & Litter: (maximum 2 weeks of age)	\$ 50.00	\$ 60.00
Out of County Surrenders:		
Out of County Owned Surrenders	\$ 50.00	N/A
Mother & Litter: (maximum 12 weeks of age)	\$ 75.00	N/A
Non-Contract County Surrenders:		
Non-Contract County Surrenders:	\$ 50.00	N/A
Mother & Litter: (maximum 12 weeks of age)	\$ 75.00	N/A

END OF PRICE LIST

STATE OF ALABAMA)
JEFFERSON COUNTY)

CONTRACT NO. _____
ITB 22-25

ANIMAL CONTROL AND POUND SERVICES

THIS AGREEMENT is entered into between **Jefferson County, Alabama**, hereinafter called the "County", and **The Greater Birmingham Humane Society**, hereinafter called the "Contractor". The effective date of this agreement shall be February 1, 2025.

WHEREAS, in Invitation to Bid # 22-25, dated December 13, 2022 (hereinafter, "Bid 22-25"), the County solicited bids from interested parties in performing the services described in **Bid # 22-25 – Animal Control and Pound Services**, including, without limitation, the specifications therein; and

WHEREAS, Bid# 22-25 and the specifications therein are collectively referenced hereinafter as the "Bid", and its terms and conditions are incorporated herein by reference; and

WHEREAS, the services to be performed include, but are not limited to, the capture and detention of stray dogs and other animals in designated areas within Jefferson County, the detention of those animals at a facility that is owned by the County (hereinafter, the "Shelter"), the operation of the Shelter, the provision of veterinarian services at the Shelter, the provision of a spay/neuter program, and the performance of certain emergency services requested by public safety officials of the County (collectively, hereinafter, the "Services"); and

WHEREAS, Contractor, which submitted the only response to the Bid, agrees to provide, and the County desires that it provide, the Services pursuant to the terms and conditions in the Bid and in this Agreement.

WITNESSETH

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and Contractor agree as follows:

1. **CONTRACT DOCUMENTS/PRECEDENCE/ENTIRE AGREEMENT:** The documents that comprise the Agreement consist of (i) the Bid, (ii) this Agreement for ANIMAL CONTROL AND POUND SERVICES, (ii) the response to the Bid submitted by the Contractor on January 6, 2025 the ("Bid Response"), which Bid Response is incorporated herein by reference, and (iii) the Price List attached hereto as Exhibit A. All of these documents collectively may be referenced hereinafter as the "Agreement".

In the event of any conflict in the terms of the contract documents, the order of precedence for resolving that conflict is as follows: (i) terms in this Agreement for ANIMAL CONTROL AND POUND SERVICES, (ii) terms in the Bid, and (iii) terms in the Bid Response.

The Agreement sets forth and constitutes the entire understanding between the parties with respect to its subject matter. Any prior agreements, negotiations, understandings, or other matters, whether oral or written, that are not made a part of the Agreement have no force or effect. This Agreement may be amended, changed, or supplemented only by written agreement executed by all parties.
2. **ENGAGEMENT OF CONTRACTOR:** The County hereby engages the Contractor, and it agrees to perform the Services, pursuant to the terms and provisions of this Agreement. Except as provided in Section 4 below, Contractor, at its sole expense, shall furnish all vehicles, labor, materials, tools, and equipment required to perform all Services.
3. **TERM/EARLY TERMINATION:** The term of this Agreement shall begin on February 1, 2025 and shall continue in effect for three (3) years thereafter (the "Term").

This Agreement may be terminated before the expiration of its Term on the occurrence of any of the following:

- (a) ***Termination for Cause:*** If any party fails to perform a material obligation under the Agreement, the non-defaulting party may provide the defaulting party notice and request that it cure the deficiency (a "Default") within thirty (30) days following that notice. Further, if Contractor fails to timely cure a Default by it, the County shall have the right to withhold further payments for Services until Contractor cures that breach. If the defaulting party does not cure a Default within the cure period, the non-defaulting party may terminate this Agreement after the expiration of the cure period effective immediately on presentment of a termination notice. The exercise of this right of termination shall not relieve the non-defaulting party of any liability to receive actual, direct damages sustained by virtue of the Default; or

ANIMAL CONTROL AND POUND SERVICES

- (b) **Termination by County Without Cause:** Effective one (1) month after the Effective Date, the County may terminate this Agreement for its convenience without any penalty to the County by providing all parties written notice of the County's intent to terminate at least ninety (90) days before the intended termination date (a "County Termination-for-Convenience Notice").
- (c) **Termination by Contractor for Convenience:** Effective one (1) month after the Effective Date, the Contractor may terminate this Agreement for its convenience without any penalty to the County by providing all parties written notice of the Contractor's intent to terminate at least ninety (90) days before the intended termination date (a "Contractor Termination-for-Convenience Notice").

Upon the expiration or early termination of this Agreement for any reason, the following understandings apply:

(i) the obligations of the parties to each other arising from events occurring before the effective time of termination (including, without limitation, the obligation of the County to pay for Services and indemnity obligations of Contractor herein) shall survive termination and remain effective; and (ii) Contractor shall surrender possession of the Shelter to the County as provided in Section 4 below.

4. **USE OF SHELTER:** During the Term of this Agreement, the County hereby grants Contractor a non-exclusive license to use and operate the Shelter and surrounding grounds currently located at 6227 5th Ave N, Birmingham solely for the purpose of performing its Services under this Agreement. In approximately November of 2025, the County will open a new Shelter at 1052 Sydney Drive, Birmingham, AL 35211 (the "new Shelter"). During the term of this Agreement, the County will grant Contractor a non-exclusive license to use the new Shelter, solely for the purpose of performing its Services under this Agreement, upon execution of a license agreement.

Contractor shall not make or install any permanent or structural improvements or fixtures to either Shelter without the advance, written consent of the County. Any such improvements or fixtures that are installed by Contractor are merged into the real property and become the property of the County.

During the Term, Contractor, at its expense, may install furnishings, equipment and personal property (collectively, "Personal Property") required for its intended use of the Shelters. All such Personal Property placed in the Shelters by the Contractor shall be and remain the property of the Contractor. The County has no obligation to insure or protect Personal Property. Contractor retains the sole risk of loss for Personal Property; and waives and releases any claim for loss or damage thereto resulting from or caused by any act or omission of the County. If Contractor maintains physical damage insurance with respect to its Personal Property located at the Shelter, Contractor shall cause that insurance carrier to waive all rights of subrogation against the County.

Contractor is not obligated to insure the Shelter or any part of the realty. Except for claims caused by a party's gross negligence or willful misconduct, the parties hereby release each other and waive any claim for loss of or damage to real or Personal Property on the Premises arising out of or incident of fire, lightning, or other perils normally included in a standard "All Risk" physical damage insurance policy, whether such property constitutes the realty or personal property or is in, on or about the Shelter, and whether or not such loss or damage is due to the negligence of the parties or their respective affiliates, agents, employees, guests, licensees, invitees, or contractors.

The following additional understandings apply during the Term:

- (a) The County will provide landscaping services, and the Contractor agrees to keep the Shelters and associated grounds in reasonably neat and clean condition at all times during this Agreement;
- (b) Without notice, representatives of the County reserve the right to enter the Shelters at any time in order to maintain and inspect its condition or observe the Contractor's operations there;
- (c) The County, at its expense, will maintain the roof, walls and structure of both Shelters in sound condition;
- (d) The County will keep, repair, and maintain the HVAC, plumbing, electrical and other operating systems that serve the new Shelter.

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- (e) Contractor, at its expense, shall provide any necessary specialty items or equipment necessary to perform its services, and will be responsible for all janitorial and cleaning services at both Shelters.
- (f) The Contractor will be responsible for the cost of any damage done to the Shelter or equipment or furnishings provided by the County, with reasonable wear and tear excepted.

5. **COMPENSATION, INVOICES, AND PAYMENT:** Invoices are to be submitted within the first five (5) working days of the month for services provided in the previous month. Payments under this contract shall be made within twenty (20) days of receipt of non-disputed, properly itemized invoice with supporting documentation for contracted services rendered by the vendor during the previous month. Any amount billed other than the standard fees (hourly charge for patrol or emergency response service, etc.) must have supporting documentation to justify the charge.

The parties agree and understand that invoices will be separately itemized and invoiced based on where the Services were performed.

The County reserves the right to withhold payment for any Services that are not performed in conformance with this Agreement.

6. **ESCALATION/DE-ESCALATION:** No increase in price shall be allowed during the term of the contract.

7. **EXCLUSION OF CONSEQUENTIAL DAMAGES:** Each party waives and releases from the other any claim, demand or action for consequential, special, or indirect damages (including without limitation, incidental, punitive, lost profits, lost business or economic opportunity or costs of cover) if another party commits a Default or otherwise fails to perform its obligations under this agreement, or if any party exercises its early termination rights in this Agreement.

8. **INDEMNIFICATION:**

- (a) **Claims by Contractor Representatives Arising from Use of Shelters:** Contractor agrees to defend, indemnify, hold harmless, and release the County and its agents, employees and officials (hereinafter collectively, the "Indemnitees") from and against all demands, actions, damages, judgments, expenses (including but not limited to attorneys' fees, expert fees, court costs and other litigation costs), losses, damages, and claims (including those for bodily injury, sickness, disease or death, or to injury to, destruction or loss of use of tangible property, or those for financial loss or damages) (collectively herein "Claim(s)") by any third parties (including any employee, subcontractor or representative of the Contractor, hereafter a "Contractor Representative") that arise out of, related to, result from, or are attributable to any conditions on, in or about the Shelters, or any other sites or properties that Contractor Representative may enter or encounter in performing its Services. The obligation under this provision includes Claims by third parties that are allegedly caused in whole or part by the negligence of an Indemnatee; provided, nothing herein shall obligate Contractor to indemnify the Indemnatee for Claims resulting from the gross negligence or willful misconduct of the Indemnitees.
- (b) **Claims by Parties other than Contractor Representatives:** Contractor agrees to defend, indemnify, hold harmless, and release the Indemnitees from and against all Claims by any third parties (excluding any Contractor Representative) that arise out of, relate to, result from, or are attributable to any negligent act, omission, or conduct by Contractor or any Contractor Representative in performing its (or their) responsibilities and Services under this Agreement; provided that Contractor's indemnification obligation under this provision shall not exceed the amount of the limits of the general liability and automobile insurance policies set forth herein. This indemnification obligation under this provision shall not exceed the amount of the limits of the general liability and automobile insurance policies set forth herein. This indemnification obligation under this provision includes Claims by third parties (excluding any Contractor Representative) that are caused in part by the negligence of an Indemnatee; provided, nothing herein shall obligate Contractor to indemnify any of the Indemnitees for Claims resulting from the sole negligence or from the willful misconduct of the Indemnitees.

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9. CONTRACTOR'S INSURANCE:

- (a) For the duration of this Agreement and for limits not less than stated below, the Contractor shall maintain the following insurance:

Comprehensive General Liability: This insurance shall cover all operations performed by or on behalf of the Contractor, with policy limits of not less than \$2,000,000 combined single limit and aggregate for bodily injury and Property damage, per occurrence. This insurance shall cover liability for damages for personal injury, death, property damage, vandalism, property loss and theft and also shall extend to damage, destruction, and injury caused by or resulting from the acts, operations, or omissions of the Contractor, and its officers, agents, employees or contractors in performing its services.

Comprehensive Automobile Liability: Insurance covering owned, leased, and rented vehicles operated by the Contractor, with policy limits of not less than \$1,000,000 combined single limit and aggregate per occurrence for bodily injury and property damage.

Workers' Compensation and Employers Liability: As required by statute.

The County's bid number must appear on any and all copies of the certificates of insurance.

All such insurance shall be provided by a policy or policies issued by a company or companies qualified by law to engage in the insurance business in the State of Alabama with a rating of B+ or better according to the most current edition of Best's Insurance Reports. The Contractor may use umbrella or excess liability insurance to achieve the required coverage, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies. These insurance requirements are in addition to and do not affect any indemnification obligation of Contractor herein.

- (b) **Additional Named Insured.** Except for the Workers Compensation coverage, all coverage shall contain endorsements naming the County, and its officers, employees and agents as additional named insureds with respect to liabilities that arise out of and result from the operations of Contractor or the performance of its Services. The additional named insured endorsement shall not limit the scope of coverage to the claims against the County resulting from vicarious liability; but shall allow coverage for the County for all Contractor operations and apply to the fullest extent provided by the policies. Such additional insured coverage shall be at least as broad as Additional Insured endorsement form ISO, CG 2010.11 85 (or any successor form).
- (c) **Policies Primary.** All insurance policies required herein are to be primary and non-contributory with any insurance or self-insurance program administered by any Awarding Authority.
- (d) **Waiver of Subrogation.** Contractor shall require the carriers of the above-required insurance coverage to waive all rights of subrogation against the County, and its officers, employees, agents, contractors and subcontractors. Further, Contractor hereby waives any rights of subrogation against the County. All general or automobile liability coverage provided herein shall not prohibit the Contractor or its employees, agents or representatives from waiving the right of subrogation prior to loss or claim.
- (e) **Proof of Coverage.** Before the commencement of Services hereunder, the Contractor shall provide to the Awarding Authority a certificate(s) of insurance and endorsements (including the additional insured endorsements) evidencing compliance with the requirements in this section. These certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days advance notice to the Awarding Authority. If Awarding Authority is not notified that any of the coverage required herein is to be cancelled or changed in such a manner as not to comply with the requirements of this Agreement, the Contractor shall, within fifteen (15) days prior to the effective date of such cancellation or change, obtain and provide the Awarding Authority with binder(s) of insurance evidencing the re-establishment of the insurance coverage required herein.

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10. AUDIT/CONTRACTOR'S RETENTION OF RECORDS: Upon reasonable advance notice from the County, Contractor, at its expense, agrees to produce financial and other records maintained by it with respect to the transactions contemplated under this Agreement and otherwise participate in a periodic audit designed by the County to evaluate whether Contractor is properly accounting for or completing financial transactions that are contemplated hereunder. To facilitate any such financial audit, Contractor agrees that, for a period of no less than three (3) years following the termination of this Agreement, it will maintain all accounting, billing, or other financial records (including, but not limited to, documents supporting charges to the County that Contractor generates and maintains in connection with its performance of its services hereunder.

11. NON-DISCRIMINATION: Contractor and its employees, agents, and any subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of the Services contemplated hereunder or in its own employment practices. Failure by the Contractor to carry out these requirements is a material breach of its obligations, which may result in its termination or such other remedy as the County deems appropriate.

12. OTHER REPRESENTATIONS AND WARRANTIES:

As additional inducement for the County to enter this Agreement, Contractor makes the following additional representations and warranties:

- (a) that it will perform the Services in a good, workmanlike and expeditious manner;
- (b) that, if Contractor conducts business through a corporation, limited liability corporation, or other similar organization,
 - (i) It is a duly organized and existing entity that is authorized to perform business under the laws of the State of Alabama, and has the power to enter into and to perform and observe its agreements and covenants in the Agreement;
 - (ii) All actions required to be taken by its Board to execute the Agreement, and to perform its covenants, obligations and agreements hereunder, have been duly taken. Those actions may include a resolution duly adopted by its governing body; and
 - (iii) The execution and performance of the Agreement by Contractor does not constitute and will not cause the breach or violation of any contract, lease, franchise, permit, or agreement of any nature to which Contractor is a party;
- (c) that it has not employed or retained any firm, entity or persons to solicit or secure its selection to enter into this Agreement, and that it has not paid or agreed to pay any fee, commission, percentage, gift, or other consideration to any such firm, entity or person that is contingent upon or resulting from the award or making of this Agreement; and
- (d) that no part of the public funds to be paid by the County pursuant to this Agreement nor any part of the Services or thing of value whatsoever purchased or acquired by Contractor with said funds shall be paid to or used in any way whatsoever for the personal benefit of any official, member, or employee of any federal, state, county, or municipal government body whatsoever (or a family member of any of those governmental representatives).

13. MISCELLANEOUS PROVISIONS:

- (a) Before commencing the Services, Contractor, at its own expense, will obtain all licenses, permits, or other governmental authorizations needed to complete the Services, including without limitation, a business license issued by the City (collectively, "Licensing"). Contractor further agrees to maintain that Licensing throughout the performance of its Services.
- (b) Throughout the Term of this Agreement, Contractor agrees to comply with all the laws, regulations, and ordinances issued by federal, state, or local authorities that relate to the performance of the Service (collectively, "Laws"), including, but not limited to, Laws concerning the safety, inspection, maintenance, and operation of its vehicles and other equipment used to perform the Services, all Laws regarding the employment and payment of its employees

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and representatives (including payment of unemployment compensation and workers compensation); the Rabies Control Act; Pet Protection Act; Euthenasia Act; Cruelty to Animals Act; Spay/Neuter Act; Running at Large Act; and Emily's Law.

- (c) Contractor is an independent contractor. As such, the Contractor solely is obligated to pay or withhold FICA taxes, occupational taxes, and all applicable federal, state and local taxes that arise from its operations and the performance of its Services.
- (d) Contractor is not authorized to represent or hold itself out to others as an agent of the County. This Agreement does not create any partnership, joint venture, or principal-agent relationship between the Contractor and the County. Further, neither the County nor any Awarding Authority retains control or authority with respect to the personnel that Contractor engages to perform the Services; and does not retain control over the means and methods in which the Contractor (or any of its employees, representatives or subcontractors) performs the Services.
- (e) The Contractor shall not assign this Agreement, or any of its rights, obligations or the benefits hereunder, to any other party without prior written approval of the County, which approval may be withheld for any reason. In no event will this Agreement be assigned to an unsuccessful bidder who was rejected because it was not a responsible or responsive bidder.
- (f) The Agreement is made only for the benefit of the County and the Contractor. It is not intended, nor shall it be construed, to grant or bestow any benefit, right or privilege to any third party.
- (g) This agreement may be executed in counterparts each of which when executed by the parties shall be deemed to be a complete original. An electronic or facsimile copy of the executed contract or counterpart shall be deemed; and shall have the same legal force and effect as, an original document.
- (h) Any forbearance or delay on the part of the County in enforcing any of its rights under this Agreement shall not be construed as a waiver of its rights. No terms of this contract shall be waived unless expressly waived in writing. The Contractor must fully and completely comply with all the duties and obligations to be performed by it under this Agreement. Any past forbearance or waiver of any obligations of any other contractors pursuant to any similar, previous agreement is not effective or biding and will not excuse performance under this Agreement.
- (i) If any provision of this contract is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of it shall remain in full force and effect.
- (j) This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes under this Agreement shall be the Circuit Court of Jefferson County, Alabama, Birmingham Division.
- (k) ACT 2016-312 Prohibition Against Boycotting: Contractor certifies that it is not currently engaged in, and for the duration of this Agreement will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state may enjoy open trade.
- (l) Statement of Compliance with Alabama Code Section 31-13-9: By signing this Agreement, 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.
- (m) Statement of Compliance with Code of Alabama § 41-16-161: By signing this Agreement, Contractor affirms that, without violating controlling law or regulation, it does not and will not, during the term of this Agreement, engage in economic boycotts.

STATE OF ALABAMA)
JEFFERSON COUNTY)

CONTRACT NO. _____
ITB 22-25

ANIMAL CONTROL AND POUND SERVICES

In Witness Whereof, the parties have hereunto set their hands and seals.

BY:

 Chairman 01/16/2025

The Greater Birmingham Humane Society (Title) Date

Jody Saia

JEFFERSON COUNTY, ALABAMA:

BY:

James A. "Jimmie" Stephens, President Date
Jefferson County Commission

Attachment: GBHS Signed Agreement (13590 : Greater Birmingham Humane Society - Animal Control Services)

STATE OF ALABAMA)
JEFFERSON COUNTY)

CONTRACT NO. _____
ITB 22-25

ANIMAL CONTROL AND POUND SERVICES

EXHIBIT A

Item No./Segment(s)	Description:	Uom	Pricing
Animal Control Field Services			
1	A	Price per Animal Control Officer (ACO) (includes all necessary equipment & transport)	per month
			\$ 11,750.79
	B	Price per ACO after hours (includes all necessary equipment & transport)	per month
			\$ 65.00/hour
	C	Pound Services for over 5,000 populations	per month
			\$ 13,244.40
Animal Boarding			
2	A	Dog or Cat (regular stray hold will be 7 days)	per day
			\$ 8.00
	B	Quarantined (hold will be 10 days)	per day
			\$ 10.00
	C	Livestock	per day
			\$ 30.00
	D	Pocket Pet	per day
			\$ 228.00
	E	Preventative Vaccines	total cost
			\$ 19.00
	F	Emergency Medical Care	per animal
			\$ cost + 10%
Euthanasia Service			
3	A	Euthanasia	per animal
			\$ 10.00
Animals Seized Under the Authority of the Pet Protection Act or Other Law			
4	A	Boarding (unlimited days till court release)	per day
			\$ 8.00
	B	Boarding of dangerous dogs	per day
			\$ 30.00
	C	Medical Care	per month
			\$ cost + 10%
	D	Emergency Medical Care	per pet
			\$ cost + 10%
	E	Preventative Vaccines	per pet
			\$ 19.00
Item No./Segment(s)	Description:	Uom	Pricing

STATE OF ALABAMA)
JEFFERSON COUNTY)

CONTRACT NO. _____
ITB 22-25

ANIMAL CONTROL AND POUND SERVICES

Rabies Testing				
5	A	Office Bring In	per animal	\$ 40.00
	B	Field Pick Up	per animal	\$ 50.00
	C	Animals other than Dogs/Cats	per animal	\$ 50.00
Law Enforcement Requested Service Not Mandated by Law or Local Ordinance				
6	A	Boarding	per day	\$ 28.00
	B	Emergency Medical Care	per pet	\$ cost + 10%
Medical Services				
7	A	Rabies Vaccine	per animal	\$ 10.00
	B	Preventative Vaccines	per animal	\$ 17.00
	C	Microchip	per animal	\$ 20.00
	C	Microchip	per animal	\$ 20.00
TNR Only (Trap Neuter Release)				
8	A	Neuter/Spay	per animal	\$ 35.00
	B	Rabies Vaccine	per animal	\$ 10.00
	C	Preventative Vaccines	per animal	\$ 19.00
	D	Microchip	per animal	\$ 15.00
DESCRIPTION			Office Pricing	Field Pricing
FEE SCHEDULES				
Impoundment:				
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
*Unaltered Animals:			\$ 50.00	\$ 50.00
Note: Owners who alter animals within 10 days of redemption will be refunded \$22.00 of this fee				
Boarding: (\$8.00 minimum)			\$ 10.00	\$ 10.00
Rabies Vaccination or Deposit:			\$ 20.00	\$ 20.00
Rabies Tag Replacement			\$ 5.00	\$ 5.00
*Quarantine:				
Note: This does not include boarding, rabies vaccination, or pickup charges.			\$ 20.00	\$ 20.00

Attachment: GBHS Signed Agreement (13590 : Greater Birmingham Humane Society - Animal Control Services)

STATE OF ALABAMA)
JEFFERSON COUNTY)

CONTRACT NO. _____
ITB 22-25

ANIMAL CONTROL AND POUND SERVICES

DESCRIPTION	Office Pricing	Field Pricing
Rabies Vaccination Processing:		
<i>Note: For vaccinations performed on reclaimed animals at veterinary clinics</i>		
Subsequently Altered Animal Processing:	\$ 3.00	\$ 3.00
Copy Fee: *per page	\$ 0.50	\$ 0.50
*Euthanasia & Rabies Test Preparation:	\$ 50.00	\$ 75.00
Leash:	\$ 5.00	N/A
Pet Carrier: *(Feline Only)	\$ 5.00	N/A
Trap Rental:		
Cat Trap Rent per day	\$ 6.00	N/A
Dog Trap Rent per day	\$ 12.00	N/A
*Adoption		
<i>Note: Spay/Neuter Certificate valued at \$80.00 is issued with each adoption</i>		
Spay/Neuter Certificate	\$ 40.00	\$ 40.00
County Owned Surrenders:		
County Owned Surrenders	\$ 25.00	\$ 35.00
Mother & Litter: (maximum 2 weeks of age)	\$ 50.00	\$ 60.00
Out of County Surrenders:		
Out of County Owned Surrenders	\$ 50.00	N/A
Mother & Litter: (maximum 12 weeks of age)	\$ 75.00	N/A
Non-Contract County Surrenders:		
Non-Contract County Surrenders:	\$ 50.00	N/A
Mother & Litter: (maximum 12 weeks of age)	\$ 75.00	N/A

Attachment: GBHS Signed Agreement (13590 : Greater Birmingham Humane Society - Animal Control Services)