



# Resolution 2015-18

STATE OF ALABAMA  
JEFFERSON COUNTY  
CITY OF CLAY

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

**WHEREAS**, on December 11, 2014, the Jefferson County Commission issued an Invitation to Bid No. 34-15 (“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 December 30, 2014, Jefferson County awarded the bid pursuant to the ITB No. 34-15, as amended to the Greater Birmingham Humane Society, Inc. (“GBHS”); and,

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

**WHEREAS**, the City of Clay (“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 the 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.

**NOW BE IT RESOLVED**, by the City Council (the “Council”) of the City of Clay, Alabama:

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

Section 2. Invitation to Bid 34-15. 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 Service. The Price Sheet sets forth the prices for the Services to be performed by GBHS in the City. The Mayor of the City is hereby authorized and directed to negotiate with GBHS on behalf of the City and execute and deliver on behalf of the City an agreement in substantially the form set forth in Exhibit “B”, with such changes or additions to such agreement as the Mayor of the City shall approve, which approval shall be conclusively evidenced by his or her execution of the agreement and attestation by the City Clerk.

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

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

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

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

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

**ADOPTED AND APPROVED**, this the 6<sup>th</sup> Day of April, 2015.

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Charles K. Webster  
Mayor

**Attest:** \_\_\_\_\_

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Ronnie Dixon  
City Manager



I, the undersigned City Manager of the City of Clay, Alabama, do hereby certify that the above and foregoing is a true copy of Resolution 2015 – 18 lawfully passed and adopted by the City Council named therein, at a regular meeting of such Council, and that such resolution is on file in the City Clerk's Office.

I further certify that said Resolution was posted as required by State Law at the following locations: Chalkville Regions Bank; Clay City Hall; Clay Post Office and the Clay Seniors Center all being in the City of Clay.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this 7<sup>th</sup> Day of April, 2015.

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Ronnie Dixon  
City Manager