

RESOLUTION NO. 15-16

**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

**WHEREAS**, 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 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 3-7A-7; and

**WHEREAS**, the City of Pinson (“City”), wishes to enter into a contract with Vendor for Animal Control Services (less Pound Services) (the “Services”), as if the City had been included in such ITB with respect to the Services; and

**WHEREAS**, the City desires to contract with the Vendor for the Services, on a fee for service basis, for a term beginning immediately and ending on January 21, 2016; and

**WHEREAS**, the City Council reasonably anticipates that the City will expend less than \$15,000 for the Services during the term.

**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 34-15.** Vendor 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 Vendor’s 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 Vendor to perform the Services as set out in the ITB in the City and the City shall pay Vendor 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 Vendor in the City. The Mayor of the City is hereby authorized and directed to negotiate with Vendor 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.

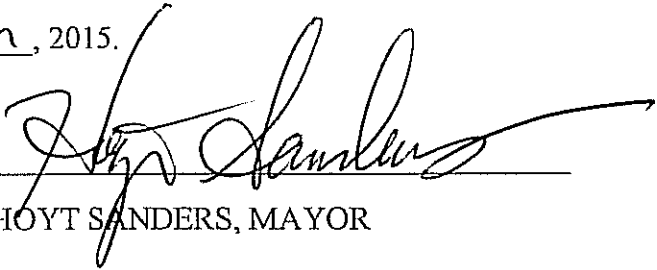
**Section 7. Other Necessary Action.** The officers and staff of the Council and Mayor are hereby authorized to take such other action as may be necessary or desirable to carry out the provisions of this resolution.

**Section 8. Relationship.** Vendor is an independent contractor of the City. This resolution does not create any partnership, joint venture or principal-agent relationship between the City and Vendor. Further, the City retains no control or authority with respect to its means and methods in which Vendor (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 Vendor conferring all necessary legal authority for Vendor 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 this the 5 day of March, 2015.

  
HOYT SANDERS, MAYOR

ATTEST:

  
\_\_\_\_\_, CITY CLERK/TREASURER

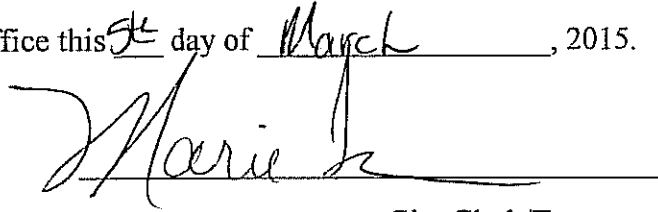
**CERTIFICATION OF CITY CLERK/TREASURER**

STATE OF ALABAMA     )

JEFFERSON COUNTY    )

I, Marie Turner, City Clerk/Treasurer of the City of Pinson, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a Resolution duly adopted by the City Council of the City of Pinson, Alabama, on the 5<sup>th</sup> day of March, 2015.

Witness my hand and seal of office this 5<sup>th</sup> day of March, 2015.

  
\_\_\_\_\_, City Clerk/Treasurer