

TUSCALOOSA COUNTY COMMISSION
MEETING
SEPTEMBER 26, 2018

TUSCALOOSA COUNTY §
STATE OF ALABAMA §

This being the date and hour to which the Tuscaloosa County Commission adjourned, the County Commission met pursuant to such adjournment with Probate Judge W. Hardy McCollum presiding as Chairman. The following members were present:

Stan Acker
Jerry Tingle
Reginald Murray

Commissioner Stan Acker moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to go into Executive Session prior to the end of this meeting to discuss a contract between the County and the Alabama Department of Forensic Sciences.

Commissioner Reginald Murray moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to adopt a resolution approving and accepting the preliminary plat submission for Stormy Acres, resurvey of lots 46 and 47, in District 4.

Exhibit 9-1, Page

Commissioner Jerry Tingle moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to adopt a resolution approving and accepting the preliminary plat submission for Oakwood Trace Acres in District 2.

Exhibit 9-2, Page

Commissioner Reginald Murray moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to adopt a resolution approving and accepting the preliminary plat submission for Dockery Place in District 3.

Exhibit 9-3, Page

Upon request by Planning Director Farrington Snipes, Commissioner Jerry Tingle moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to authorize the Chairman to execute grant documents for the Holt Community Tornado Shelter project. The county's match of 25% is \$161,993.00.

Exhibit 9-4, Pages

Commissioner Reginald Murray moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to approve the 2017-2018 fiscal year budget amendments as presented by Chief Financial Officer Bill Lamb.

Exhibit 9-5, Page

Commissioner Stan Acker moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to adopt the 2018-2019 fiscal year budget as presented by Chief Financial Officer Bill Lamb.

Exhibit 9-6, Page

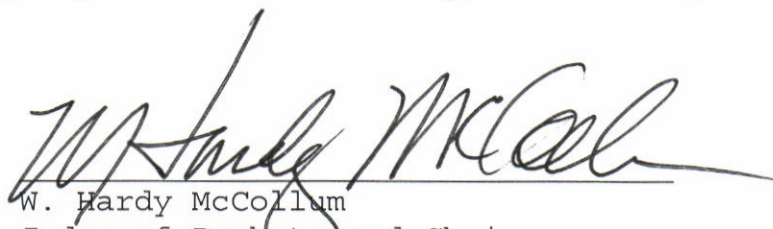
Commissioner Stan Acker moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to approve amendments to and renewal of the Metro Animal Shelter contract.

Exhibit 9-7, Pages

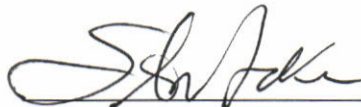
Commissioner Stan Acker moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to approve funding in the amount of \$3,750.00 from the District I discretionary fund for Northside High School golf team's equipment and uniforms.

Commissioner Stan Acker moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to reduce the speed limit on Paul Howell Road to 35 mph and post signage accordingly.

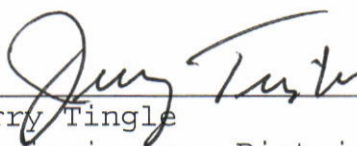
There being no further business to come before the Tuscaloosa County Commission, the meeting adjourned to Wednesday, October 10, 2018.



W. Hardy McCollum
Judge of Probate and Chairman
Tuscaloosa County Commission



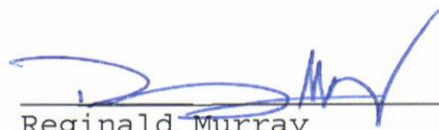
Stan Acker
Commissioner - District I



Jerry Tingle
Commissioner - District II

ABSENT

Mark C. Nelson
Commissioner - District III



Reginald Murray
Commissioner - District IV

STATE OF ALABAMA §

TUSCALOOSA COUNTY §

RESOLUTION ACCEPTING PRELIMINARY PLAT

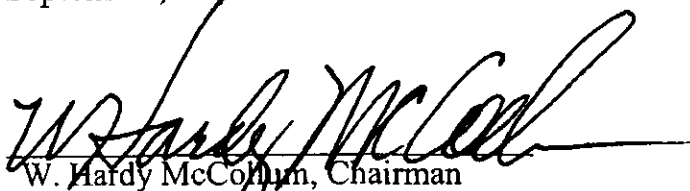
**Stormy Acres
Resurvey of Lots 46 & 47, District 4**

WHEREAS, the County Engineer has reported to the Tuscaloosa County Commission that the developer has complied with all Tuscaloosa County Subdivision related to the preparation and presentation of a preliminary plat for a new development or the extension of an existing development; and

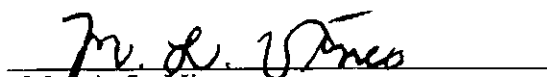
WHEREAS, the Tuscaloosa County Commission has been presented with the preliminary plat and accompanying information, and determines that there is no just reason to withhold approval of the preliminary plat.

NOW, THEREFORE, IT BE RESOLVED BY THE TUSCALOOSA COUNTY COMMISSION that the preliminary plat recommended for approval by the Tuscaloosa County Engineer is approved and accepted

Approved and accepted at our regularly scheduled meeting on this the 26th day of September, 2018.



W. Hardy McCollum, Chairman
Tuscaloosa County Commission



Melvin L. Vines
County Administrator

EX 9-1

STATE OF ALABAMA §

TUSCALOOSA COUNTY §

RESOLUTION ACCEPTING PRELIMINARY PLAT


Oakwood Trace Acres


WHEREAS, the County Engineer has reported to the Tuscaloosa County Commission that the developer has complied with all Tuscaloosa County Subdivision related to the preparation and presentation of a preliminary plat for a new development or the extension of an existing development; and

WHEREAS, the Tuscaloosa County Commission has been presented with the preliminary plat and accompanying information, and determines that there is no just reason to withhold approval of the preliminary plat.

NOW, THEREFORE, IT BE RESOLVED BY THE TUSCALOOSA COUNTY COMMISSION that the preliminary plat recommended for approval by the Tuscaloosa County Engineer is approved and accepted

Approved and accepted at our regularly scheduled meeting on this the 26th day of September, 2018.


W. Hardy McCollum, Chairman
Tuscaloosa County Commission


Melvin L. Vines
County Administrator

ex a-3

STATE OF ALABAMA §

TUSCALOOSA COUNTY §

RESOLUTION ACCEPTING PRELIMINARY PLAT

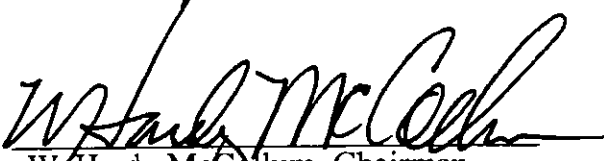
Dockery Place

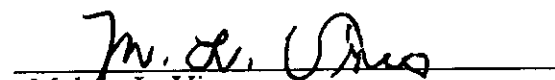
WHEREAS, the County Engineer has reported to the Tuscaloosa County Commission that the developer has complied with all Tuscaloosa County Subdivision related to the preparation and presentation of a preliminary plat for a new development or the extension of an existing development; and

WHEREAS, the Tuscaloosa County Commission has been presented with the preliminary plat and accompanying information, and determines that there is no just reason to withhold approval of the preliminary plat.

NOW, THEREFORE, IT BE RESOLVED BY THE TUSCALOOSA COUNTY COMMISSION that the preliminary plat recommended for approval by the Tuscaloosa County Engineer is approved and accepted

Approved and accepted at our regularly scheduled meeting on this the 26th day of September, 2018.


W. Hardy McCollum, Chairman
Tuscaloosa County Commission


Melvin L. Vines
County Administrator

EX 9-3

RESOLUTION

A RESOLUTION OF THE TUSCALOOSA COUNTY COMMISSION, ALABAMA, APPROVING A SCOPE OF WORK CHANGE TO THE CURRENT FEMA APPROVED GRANT DR-4082-09, TO INCLUDE THE NEW LOCATION OF SAFE ROOM, NUMBER OF OCCUPANTS, BUILDING SIZE, COST OF FACILITY, ADDITIONAL FEMA GRANT FUNDING, TUSCALOOSA COUNTY COMMISSION'S GRANT MATCH, AND TUSCALOOSA COUNTY COMMISSION IN KIND CONTRIBUTION TO THE PROJECT.

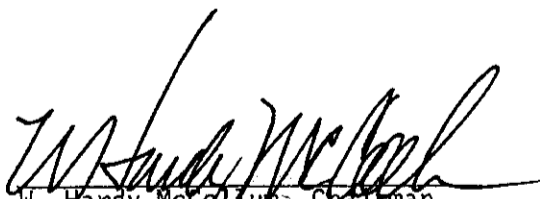
THIS RESOLUTION APPROVES THE TUSCALOOSA COUNTY COMMISSION CHAIRMAN, TO EXECUTE AGREEMENTS FOR THE AEMA/FEMA GRANT APPLICATION, FUNDING, CONSULTING, PROJECT MANAGEMENT, DESIGN, ENGINEERING, BIDDING, CONSTRUCTION, AND CLOSEOUT OF THE FEMA/AEMA HAZARD MITIGATION GRANT FOR A TORNADO SAFEROOM, AND THE COMMITTEMENT OF COUNTY FUNDS, OR CONTRIBUTIONS TO MAKE UP THE TUSCALOOSA COUNTY COMMISSION, ALABAMA'S, GRANT MATCH.

WHEREAS, THE TUSCALOOSA COUNTY COMMISSION, ALABAMA, APPROVING A SCOPE OF WORK CHANGE TO THE CURRENT FEMA APPROVED GRANT DR-4082-09, TO INCLUDE THE NEW LOCATION OF SAFE ROOM, NUMBER OF OCCUPANTS, BUILDING SIZE, COST OF FACILITY, ADDITIONAL FEMA GRANT FUNDING, TUSCALOOSA COUNTY COMMISSION'S GRANT MATCH, AND TUSCALOOSA COUNTY COMMISSION IN KIND CONTRIBUTION TO THE PROJECT.

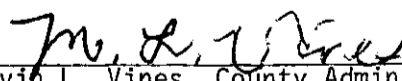
WHEREAS, APPROVES THE TUSCALOOSA COUNTY COMMISSION CHAIRMAN, TO EXECUTE AGREEMENTS FOR THE AEMA/FEMA GRANT APPLICATION, FUNDING, CONSULTING, PROJECT MANAGEMENT, DESIGN, ENGINEERING, BIDDING, CONSTRUCTION, AND CLOSEOUT OF THE FEMA/AEMA HAZARD MITIGATION GRANT FOR A TORNADO SAFEROOM, AND THE COMMITTEMENT OF COUNTY FUNDS, OR CONTRIBUTIONS TO MAKE UP THE TUSCALOOSA COUNTY COMMISSION, ALABAMA'S, GRANT MATCH.

PASSED AND ADOPTED by the TUSCALOOSA COUNTY COMMISSION, ALABAMA this

26th Day of September, 2018.


W. Hardy McCollum, Chairman
Tuscaloosa County Commission

ATTEST:


Melvin L. Vines, County Administrator
Tuscaloosa County Commission

EX 9-4

W. HARDY McCOLLUM
CHAIRMAN

MELVIN L. VINES
COUNTY ADMINISTRATOR

WILLIAM M. LAMB
CHIEF FINANCIAL OFFICER



MEMBERS
STAN ACKER
JERRY TENCEL
MARK NELSON
REGINALD MURRAY

COUNTY COMMISSION

TUSCALOOSA COUNTY ALABAMA
P.O. BOX 20113 • 714 GREENSBORO AVENUE
TUSCALOOSA, ALABAMA 35402-0113
205-349-3870

September 25, 2018

Zakiya Darby
State Hazard Mitigation Officer
Alabama Emergency Management Officer
P.O. Box Drawer 2160
Clanton, Alabama 35046-2476

RE: Tuscaloosa County Commission Scope of Work Change for Holt Community Safe Room, DR-4082-09

Dear Ms. Darby,

The Tuscaloosa County Commission is requesting a scope of work change to our FEMA approved HMGP DR-4082-09 project for the Holt Community Safe Room.

This project has had a change of scope in location, size, and budget. The plans are to relocate this safe room from the original FEMA approved location to the new location, reduce the size of the building, and reduce the costs of the overall project.

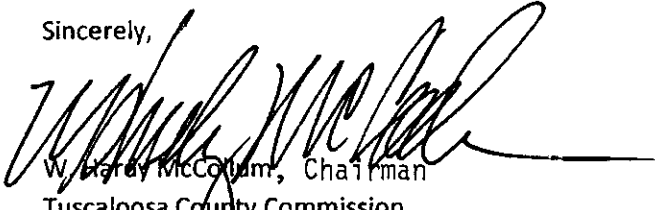
Documentation and details of these changes has been provided to AEMA for submission to FEMA review and approval.

Due to the reduction in project costs, our understanding is that funds are now available for FEMA to approve 75% FEMA funding and Tuscaloosa County Commission match of 25%.

The new safe room location will be at Evans Roshell Park, 2020 41st Street Northeast, in the County of Tuscaloosa, Holt, Alabama, next to the new senior citizen building.

If you have any questions, please contact EnCompass360, Eddie Culpepper, at (205) 243-1876.

Sincerely,


W. Hardy McCollum, Chairman
Tuscaloosa County Commission
2810 35th Street
Tuscaloosa, Alabama, 35401

Ex 9-4

W. HARDY McCOLLUM
CHAIRMAN

MELVIN L. VINES
COUNTY ADMINISTRATOR

WILLIAM M. LAMB
CHIEF FINANCIAL OFFICER



MEMBERS
STAN ACKER
JERRY TINGLE
MARK NELSON
REGINALD MURRAY

COUNTY COMMISSION

TUSCALOOSA COUNTY ALABAMA
P.O. Box 20113 • 714 GREENSBORO AVENUE
TUSCALOOSA, ALABAMA 35402-0113
205-349-3870

September 25, 2018

Zakiya Darby
State Hazard Mitigation Officer
Alabama Emergency Management Officer
P.O. Box Drawer 2160
Clanton, Alabama 35046-2476

RE: Tuscaloosa County Commission Funds Commitment Letter for Holt Community Safe Room, DR-4082-09

Dear Ms. Darby,

The Tuscaloosa County Commission commits to the allowable match funding in our FEMA HMGP DR-4082-09 application for the Holt Community Safe Room.

This project has had a change of scope in location, size, and budget. The plans are to relocate this safe room from the original approved location to the new location, reduce the size of the building, and reduce the costs of the overall project.

Due to the reduction in costs, Tuscaloosa County Commission is seeking FEMA approval for a HMGP Grant of 75% FEMA funding and a Tuscaloosa County Commission match of 25%.

The new safe room location will be at Evans Roshell Park, 2020 41st Street Northeast, in the County of Tuscaloosa, Holt, Alabama, next to the new senior citizen building.

If you have any questions, please contact EnCompass360, Eddie Culpepper, at (205) 243-1876.

Sincerely,

A handwritten signature in black ink, appearing to read "W. Hardy McCollum", is written over the typed name.

W. Hardy McCollum, Chairman
Tuscaloosa County Commission
2810 35th Street
Tuscaloosa, Alabama, 35401

EX 9-4

TUSCALOOSA COUNTY COMMISSION
 BUDGET ADMENDMENTS FYE 9-30-18

	<u>EXPENDITURES</u>	<u>REVENUES</u>	<u>ACCOUNT #</u>
SHERIFF CONSOLES FOR NEW 911 CENTER	\$521,459.00		001-51100-531
COUNTY VEHICLES	\$135,000.00		001-51100-551
FURNISHINGS FOR EASTERN REC CENTER	\$495,832.00		001-57200-291
AD VALOREM TAXES		\$625,000.00	001-41111-000
INTERNET SALES TAX		\$289,000.00	001-44145-000
COUNTY SALES TAX		\$238,291.00	001-41210-000
TRANSFERS OUT-ROAD & BRIDGE	\$500,000.00		001-62122-000
TRANSFES IN-GENERAL		\$500,000.00	112-61110-000
TOTALS	\$1,652,291.00	\$1,652,291.00	

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TUSCALOOSA COUNTY COMMISSION
 BUDGET FYE 9-30-18

<u>FUND</u>	<u>16 BUDGET</u>	<u>17 BUDGET</u>	<u>18 BUDGET</u>	<u>19 BUDGET</u>
001 GENERAL	\$51,559,769.00	\$51,580,357.00	\$54,209,151.00	\$57,200,200.00
112 ROAD & BRIDGE	\$21,832,374.00	\$20,495,304.00	\$20,680,751.00	\$21,297,604.00
116 CAPITAL IMPROVEMENT	\$800,000.00	\$750,700.00	\$750,700.00	\$750,700.00
117 RRR GAS TAX	\$2,601,000.00	\$2,718,400.00	\$2,742,800.00	\$2,742,800.00
120 REAPPRAISAL	\$3,520,544.00	\$3,970,544.00	\$3,738,858.00	\$3,726,358.00
160 COMM DEVELOP	\$3,500,000.00	\$500,000.00	\$500,000.00	\$750,000.00
301 DEBT SERVICE				
720 EXCESS LAND	\$500.00	\$500.00	\$500.00	\$500.00
730 FIDUCIARY	\$500.00	\$500.00	\$500.00	\$3,000.00
750 PISTOL PERMIT	\$567,000.00	\$610,000.00	\$510,000.00	\$510,000.00
755 UNCLAIM WITNESS				
761 DA WORTH CK				
780 E911	\$3,402,500.00	\$3,504,000.00	\$0.00	\$0.00
781 GAS TAX BOND	\$300.00	\$200.00	\$200.00	\$200.00
783 INSURANCE	\$7,750,000.00	\$7,750,000.00	\$10,122,000.00	\$10,542,000.00
784 TAX COLL SPEC	\$2,600.00	\$500.00	\$0.00	\$0.00
785 TAX ASSR SPEC	\$2,600.00	\$500.00	\$0.00	\$0.00
786 MFG HOMES TRUST	\$3,600.00	\$3,500.00	\$2,500.00	\$2,500.00
787 MOTOR VEH SPEC TRAIN	\$3,100.00	\$3,000.00	\$3,000.00	\$3,000.00
TOTAL	\$95,546,387.00	\$91,888,005.00	\$93,260,960.00	\$97,528,862.00

EX 9-6

STATE OF ALABAMA)
)
COUNTY OF TUSCALOOSA)

**SERVICE CONTRACT AGREEMENT BETWEEN THE CITY OF TUSCALOOSA,
THE CITY OF NORTHPORT, TUSCALOOSA COUNTY, ALABAMA
AND METRO ANIMAL SHELTER, INC.**

THIS AGREEMENT, made and entered into on this the 1st day of October , 2018, for three (3) years, by and between Tuscaloosa Metro Animal Shelter, Inc. hereinafter sometimes called the "Contractor" as party of the first part and the City of Tuscaloosa, Alabama, a Municipal Corporation, the City of Northport, a Municipal Corporation, and Tuscaloosa County, a Political Subdivision of the State of Alabama, hereinafter sometimes called the "governing bodies," as party of the second part.

W-I-T-N-E-S-S-E-T-H:

WHEREAS, the City of Tuscaloosa, City of Northport and Tuscaloosa County have entered into an agreement to jointly purchase services for the operation and maintenance of an animal shelter for each government and its citizens pursuant to Ala. Code §41-16-50 (1975); and,

WHEREAS, pursuant to Ala. Code §3-7(A)-7 (1975), and Ala. Code §11-47-110 (1975), the governing bodies are granted the power to regulate animals and to provide for the impounding thereof; and,

WHEREAS, the Contractor has proposed, for a certain consideration hereinafter set out, to operate an animal shelter in Tuscaloosa County for the governing bodies, and to perform all of the duties attendant with the operation of an animal shelter as provided herein.

WHEREAS, compensation will be paid to the Contractor on a monthly basis, on or before the 10th day of each month, in an amount equal to the following percentage of the contract price:

	<u>Year 1</u>	<u>Year 2 &3</u>
City of Tuscaloosa -	53%	47.6%
City of Northport -	37%	40.5%
Tuscaloosa County -	10%	11.9%

NOW, THEREFORE, the parties agree as follows:

Services to be Provided

- A. The Contractor agrees to operate as an independent contractor an animal shelter at a facility

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owned by the governing bodies located at 3140 35th Street. The Contractor further agrees to administer and manage the shelter and will staff the shelter with adequately trained and certified personnel and will provide all equipment and other incidentals necessary to fulfill the contract requirements. The Contractor will further keep the shelter in a clean and sanitary condition and comply with all Health Department requirements. The Contractor agrees to provide the following services at the animal shelter facility:

1. The Contractor shall follow the guidelines for the operation of an Animal Shelter adopted by the Humane Society of the United States (HSUS) and as amended.
2. The Contractor shall provide euthanasia services which shall be in accordance with current law and accepted principals and techniques, in order to promote humane treatment of animals, prevent suffering, prevent spread of disease among previously healthy animals, and to prevent human injury. The method of euthanasia shall be by injection.
3. No animal shall be placed in a cage that is too small for the animal to easily stand up and turn around.
4. Only one animal shall be placed in a cage with the exception of litter mates, which may be caged together and may be placed with the mother.
5. The Contractor agrees to receive animals of the governing bodies as brought to the shelter by the Animal Control Officers, local veterinarians, and Citizens of the City of Tuscaloosa, City of Northport and Tuscaloosa County; to provide and pay for adequate food, water and all basic medical care for shelters including euthanasia services; once an animal is received by the Contractor and/or its designated licensed veterinarian; to provide the disposal of dead animals and animal waste in accordance with all federal, state and local laws and regulations. In the event that shelter cages are at capacity and there is no room to receive additional animals from citizens the Contractor may temporarily suspend receiving cats and/or dogs from citizens by notifying the Animal Shelter Advisory Committee.
6. The Contractor further agrees to have on call an adequately trained employee or a licensed veterinarian to promptly provide all necessary medical care for injured animals brought to the shelter after normal business hours. The Contractor shall provide all animal control officers with the "on call" schedule and notify animal control of any changes in the schedule.
7. The Contractor shall provide transportation to the shelter of injured or dead animals from a licensed veterinarian in the City of Tuscaloosa, the City of Northport, and Tuscaloosa County, that have been delivered to the veterinarian by animal control officers or by a citizen of the City of Tuscaloosa, the City of Northport or Tuscaloosa County. The Contractor will not call upon animal control officers to provide this service. The Contractor may charge a fee for this service to be approved by the Animal Shelter Advisory Committee.
8. The Contractor shall utilize facilities for the storage of dead animals and shall transport dead animals to the disposal site.
9. The Contractor shall train its personnel to direct calls from the public to the appropriate agency and direct all calls for animal control officers to the animal control dispatch and not

EX 9-7

contact animal control officers directly by telephone, beeper or cellular phone unless approved by an animal control supervisor.

10. Shelter personnel shall not publicly criticize their contract or advise the public on how to avoid compliance with animal control ordinances.
11. At the request of an animal control officer, the Shelter will place a "Call Tag" on the animal and contact animal control dispatch that an animal with a "Call Tag" has been released.
12. The Contractor shall provide testing of cats considered for adoption for Feline Leukemia and Feline AIDS and testing of dogs considered for adoption for heartworms.
13. The Shelter shall inoculate animals prior to adoption for vaccinations that are appropriate for the age of the animals. These vaccinations shall not include rabies.
14. All animals redeemed from the Shelter or adopted will be equipped with a collar displaying the vaccination tag or satisfactory proof of vaccination. A coupon for rabies vaccination that may be redeemed by a local veterinarian may be purchased for those animals that do not have a rabies tag displayed or other satisfactory proof of vaccination. An animal must be equipped with a collar before being redeemed by the owner. The Shelter may provide a collar and charge the owners as part of the cost of redemption or the owners may supply their own collar. Collars shall be equipped with a tag or label that gives the owner's information.
15. The Contractor shall provide an animal hotline which will be checked regularly by the Shelter staff for the purposes of providing owners with lost animals an after hours telephone to supply information concerning lost animals to the Shelter.
16. The Contractor shall have a majority of administrative operations computerized and agrees to provide the governing bodies access to said computerized information.
17. The Contractor shall comply with Act No. 2004-252 codified at Ala. Code §32-29-130 to 135 (1975) and as amended regarding euthanasia services.
18. The Contractor shall comply with all Federal, State and local laws and regulations for the operation of an animal shelter.

B. The Contractor agrees to comply with the reasonable directions of the governing bodies as to the fixing of fees and charges to members of the public and veterinarians in connection with carrying out its duties in accordance with state and local law and the provisions of this agreement. A daily fee plus the actual cost of any veterinary care may be charged to law enforcement, animal control, prosecuting authorities or courts who place a hold on an animal to be kept at the shelter beyond 7 days. Prior to such charges becoming effective, a copy of all such charges shall be submitted to the Animal Shelter Advisory Committee for approval. All fees and charges received by the Contractor shall be the sole property of the Contractor. However, all fines collected for violation of its ordinances shall be the sole property of the governing bodies.

C. The conditions, agreements and covenants which the Contractor agrees to in occupying the animal shelter facility owned by the governing bodies are as follows:

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1. **Maintenance of Buildings:** Any and all buildings, improvements, and fences, now or in the future constructed upon said property shall be maintained and kept in good repair. Contractor shall keep the same in such repair as is required for the normal use of a building and grounds as an animal shelter in compliance with all applicable laws and regulations in the City of Tuscaloosa, or the State of Alabama, normal wear and tear accepted.
2. **Repairs and Maintenance:** The Contractor shall notify the City immediately of any fixture that is not working properly during the contract period. Such fixtures to include HVAC System, alarm system, plumbing, gas, and electrical systems, roof, floors, walls, doors, windows and cabinets. The governing body shall be responsible for repairing and maintaining fixtures provided that the repair is due to normal wear and tear of the facility. Contractor shall be responsible for the cost of all repairs to fixtures that are due to excess wear and tear, accident, negligent, or intentional damage. The contractor shall notify the Animal Shelter Advisory Committee concerning repairs. The building shall remain open and accessible for inspection and repair by the governing bodies. Contractor agrees to abide by the recommendations of the Animal Shelter Advisory Committee concerning maintenance of the animal shelter facility. The cost of routine servicing of fixtures including plumbing drains and kennel drains shall be the responsibility of the contractor.
3. **Liability for Premises:** It is further understood and agreed by and between the parties that the governing bodies shall not be liable for any damage, injury or death to any person, animal or property which may occur at the facility or from rain, wind or other cause, which may arise out of and during the course of the operation of the animal shelter. The contractor shall be solely liable for the same and shall hold harmless, defend and indemnify the governing bodies, their officers, agents, and employees from any claims, loss, costs, damages or expenses caused by alleged or actual injuries to persons, animals or property while, on or about said premises.
4. **Insurance:** Contractor shall in addition to the insurance required in paragraph J of this contract maintain adequate insurance to insure the contents of the animal shelter and submit proof of coverage to the Animal Shelter Advisory Committee prior to the effective date of this contract. The governing bodies shall maintain adequate insurance for the structure and fixtures.
5. **Improvements:** No improvements shall be made to the animal shelter facility unless written approval is obtained from the Animal Shelter Advisory Committee. All improvements constructed on the property by the Contractor shall become the property of the governing bodies upon being attached to the property.
6. **Assignment:** The Contractor shall not assign or in any manner transfer its rights or interest to use the Animal Shelter facility or attempt to sublet said premises or any part or parts thereof without the prior written consent of the governing bodies.
7. **Utilities:** The Contractor shall be responsible for obtaining utility service and for payment of all utilities. Utilities to include, but not limited to power, gas, water, garbage, telephone, Internet, cable TV, radio, satellite, and security monitoring fee.
8. **Grounds:** Grass shall be mowed weekly during growing season and watered regularly in

EX 9-7

the absence of rain. Shrubbery beds shall be kept free of weeds and grass and watered in the absence of rain during the growing season and parking lots shall be kept clean and neat.

9. **Security Deposit:** A security deposit for damage to the premises, and clean-up is required in the amount of \$3,000.00. The governing bodies agree to refund the security deposit within three (3) months after the contract expires, provided, the contractor leaves the premises clean and in good order, normal wear and tear accepted. Any cost of clean-up and repair or damage is to be deducted from the security deposit.
10. **Use of Premises:** The premises during the contract term shall be used and occupied solely for the purpose stated in the contract and the contractor shall not use or permit the same to be used for any other purpose or purposes without the prior written consent of the Animal Shelter Advisory Committee.
11. **Damage or Loss of Property:** The governing bodies shall not be liable for any loss of any property of the contractor from said premises or for any damage to any property of contractor.

D. The Contractor agrees to act under this agreement as an independent contractor for the governing bodies and to perform all of the administrative duties relating to the operation of the animal shelter. Neither the governing bodies nor its officers, agents or employees shall be liable for damages, claims, actions or causes of actions, brought against the Contractor or for activities of the Contractor. Contractor agrees to hold harmless, defend and indemnify the governing bodies, their officers, agents, and employees from any claims, actions or causes of actions brought against the Contractor or for activities of the Contractor.

E. The Contractor agrees to comply with the following guidelines for holding and releasing animals:

1. All animals will be held for a minimum of seven (7) consecutive calendar days unless the animal is diseased, severely injured, a "Gift Animal", feral or vicious. "Vicious or Feral" defined as: an animal who is so aggressive that the animal cannot be handled or confined safely at the Shelter. "Gift Animals", defined as: Animals brought to the Shelter by an owner, will not be required to be held for seven (7) consecutive calendar days. It will be the discretion of the Shelter whether to keep the animal and place it for adoption or euthanize the animal. An animal that is brought to the Shelter by someone other than the owner is not considered a "Gift Animal". Owners bringing animals to the Shelter must produce a picture ID to verify their name and address.
2. The Shelter shall scan all animals for electronic identification devices and use tag information to contact owners. When an owner has been contacted, the owner will have up to five days to redeem the animal from the Shelter. If the owner does not redeem the animal after five (5) consecutive calendar days, then the Shelter may place the animal for adoption or euthanize the animal. The Shelter shall document attempts to contact owners. Attempts to contact owners shall include: phone calls, recorded messages, e-mail, and postcards to the last known address.

F. The Contractor represents and warrants that during the term of this agreement, it is authorized by law to receive funding from the governing bodies and such funding will not be in violation

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of Article IV, Section 94 or amendments thereto of the Constitution of Alabama, 1901, or other constitutional or statutory provisions.

G. The Contractor further warrants that funding from the governing bodies will only be used to perform acts which the governing bodies are otherwise authorized to perform or to fund.

H. The Contractor hereby covenants and agrees that in performing its responsibilities and obligations hereunder, the Contractor nor its agents or employees will not, on the grounds of race, color, sex, religion, national origin, or handicap, discriminate or permit discrimination, against any person or group of persons, in any manner. The Contractor agrees to comply with the Americans with Disabilities Act and further agrees to comply with all applicable laws and ordinances of the City of Tuscaloosa, City of Northport and Tuscaloosa County, and the laws of the State of Alabama, including all Health Department regulations.

I. As an independent contractor, the Contractor hereby covenants with the governing bodies that it will indemnify, defend and hold the governing bodies, their officers, agents and employees harmless for and on account of any claims, suits or judgments arising out of this agreement.

J. The Contractor agrees to and shall at all times carry a minimum of One Million Dollars general liability insurance listing the City of Tuscaloosa, the City of Northport and Tuscaloosa County, Alabama, its officers, agents and employees as additional insureds thereon and furnishing a copy of the Certificate of Insurance to such effect to the governing bodies and to immediately notify the governing bodies of any changes in or modifications to or cancellation of said policy.

K. The Contractor agrees to comply with all laws and regulations pertaining to rabies and pay for all costs associated thereto. The Contractor shall furnish copies of all relevant correspondence to animal control officers who shall then handle all follow-up correspondence with affected citizens.

L. The Contractor will provide receiving services for animals brought by animal control officers on a 24 hours a day, 7 days a week basis, and will provide receiving services for animals brought by citizens of the governing bodies during required business hours, Monday, Tuesday, Thursday, Friday and Saturday, 9:00 a.m. until 6:00 p.m. Cleaning of cages shall be continuous, 18 hours a day 7 days a week including holidays. The break in continuous cleaning shall be from 10:00 p.m. until 4:00 a.m. Deep cleaning of all cages shall begin at 4:00 a.m. The Shelter may close for Tuscaloosa municipal holidays. The Contractor will furnish and maintain an adequate number of cages to provide for the safe storage of animals brought to the shelter by animal control officers after normal business hours and will provide an employee to periodically check on the safety and health of the animals.

M. The Contractor shall, at the request of the governing bodies, throw open and provide, at a time and place designated by the governing bodies, all books, records, statements and other documents as needed and requested by the governing bodies to demonstrate that services by the Contractor within the City of Tuscaloosa, City of Northport, and Tuscaloosa County, at least equal if not exceed the funding from the respective governing body. The Contractor shall provide a quarterly report showing income and expenses to the governing bodies. Should the City of Tuscaloosa, the City of Northport and/or Tuscaloosa County determine that at any time the Contractor is not providing services at least equal to the pro rata funding provided herein, then the City of Tuscaloosa, the City of Northport and/or Tuscaloosa County may terminate this agreement or renegotiate a supplemental funding formula.

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