

STATE OF ALABAMA)

JEFFERSON COUNTY) April 24, 2014

The Commission convened in regular session at the Bessemer Courthouse at 1:30 p.m., David Carrington, President, presiding and the following members present:

District 1 - George F. Bowman

District 2 - Sandra Little Brown

District 3 - James A. (Jimmie) Stephens

District 5 - David Carrington

Motion was made by Commissioner Stephens seconded by Commissioner Bowman that the Minutes of April 10, 2014, be approved. Voting "Aye" Stephens, Bowman, Brown and Carrington.

The Commission met in Work Session on April 22, 2014, and approved the following items to be placed on the April 24, 2014, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Items 1 through 4.
- Commissioner Brown, Community Service and Roads and Transportation Committee Items 1 through 8.
- Commissioner Carrington, Administrative Services Committee - Items 1 and 2.
- Commissioner Knight, Land Planning and Development Services, Emergency Management Agency, Board of Registrars and Courts, Inspection Services Committee Items 1 through 7 and Addendum Item 1.
- Commissioner Stephens, Finance & Information Technology Committee Items 1 through 26 and Addendum Item 2.

Apr-24-2014-253

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute an Amendment No. 1 between Jefferson County Environmental Services Department and Schneider Electric in the amount of \$34,740.00 to provide CitectSCADA and Vijeo Historian software and maintenance support.

CONTRACT NO.: 00005519

Contract Amendment No. I

This Amendment to Contract entered into the 15th day of August 2013, between Jefferson County, Alabama, hereinafter referred to as "the County, and Schneider Electric, hereinafter referred to as the "Contractor" to provide CitectSCADA Software.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

NOW, THEREFORE, in consideration of the above, the parties hereto agree as follows:

The contract between the parties referenced above, was approved by approved by Jefferson County Commission on October 10, 2013, is hereby amended as follows:

2. SCOPE OF SERVICES

To incorporate Schneider Electric quote number SW35149_1206 and SW35149_0314 for CitectSCADA software in the amount of \$34,740.00; quote number SW35149_1206 incorporated herein by reference and attached hereto.

All other terms and conditions of the original contract remains the same.

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

SCHNEIDER ELECTRIC

Vanessa L. Collin, Authorized Representative

Motion was made by Commissioner Stephens seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Stephens, Brown, Bowman and Carrington.

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, that the President be, and hereby is, authorized to execute an Agreement for Collection System Wastewater Flow Data Collection, Analysis and Related Engineering Services for three (3) consecutive twelve (12) month periods, in the amount of one million two thousand and two hundred twenty eight dollars (\$1,002,228.00) for the first period, in the amount of one million thirty seven thousand and three hundred twenty five dollars (\$1,037,325.00) for the second period and in the amount of one million seventy three thousand and six hundred forty five dollars (\$1,073,645.00) for the third period for a total agreement period of thirty-six (36) months, in the amount of three million one hundred thirteen thousand and one hundred ninety eight dollars (\$3,113,198.00) between Jefferson County and ADS, LLC. This agreement provides for long-term flow data collection network services, and associated engineering and data analysis services.

AGREEMENT
COLLECTION SYSTEM WASTEWATER FLOW DATA COLLECTION, ANALYSIS AND
RELATED ENGINEERING SERVICES
TERM: 2013 to 2016

This AGREEMENT, made this the day of , 2013 by and between Jefferson County in the State of Alabama as Party of the First Part, hereinafter referred to as the COUNTY, and ADS LLC, as Party of the Second Part, hereinafter referred to as the CONSULTANT.

WHEREAS, the said CONSULTANT has agreed and by these presents does agree with the COUNTY for the consideration hereinafter mentioned with payment to be administered by the COUNTY to provide wastewater flow monitoring and data collection at locations determined by the COUNTY, hereinafter referred to individually as a SITE, all locations shall collectively be referred to as the NETWORK, and to provide associated engineering and analysis services, as part of the COUNTY'S ongoing Infiltration/Inflow Management Program.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter stipulated to be kept and performed, it is agreed between the parties as follows:

ARTICLE I - SCOPE OF WORK

The CONSULTANT, in the accomplishment of work under this AGREEMENT, shall meet the requirements for conformance with the standards adopted by the Jefferson County Commission and shall ascertain the practices of the Jefferson County Environmental Services Department prior to beginning any of the work on this project. All work under this AGREEMENT shall be performed in accordance with these standard practices and any special requirements herein set forth.

The goals of the COUNTY and CONSULTANT under this AGREEMENT are to perform engineering services including but not limited to: 0 Produce flow data as specified by COUNTY 0 CONSULTANT to provide a monthly data deliverable, a semi-annual performance evaluation, a semi-annual normalized Rainfall-Derived Infiltration and Inflow (RDII) analysis with priority ranking, and a semi-annual meeting to present the findings, and discuss system performance, priorities and recommendations. One hard copy & electronic copy of each report will be delivered to the COUNTY and all reports will be available electronically. 0 Field Work, Engineering Analysis and Recommendations to aid COUNTY in areas of

- o Rehab effectiveness
- o Implementation of the Collection System O & M Plan
- o Identify areas of potential overflows
- o Capacity Assurance 0 Provide temporary flow monitoring services

SECTION 1 - OBLIGATION OF THE CONSULTANT TO THE COUNTY LONG TERM FLOW MONITORING Under this AGREEMENT, the CONSULTANT will provide the following professional services for the NETWORK:

1. Perform all work in accordance with standards and practices adopted by the Jefferson County Environmental Services Department.
2. Work shall begin on the date of the Notice to Proceed and continue for thirty-six (36) months, unless terminated earlier by the COUNTY.
3. The CONSULTANT shall provide all labor and supply all SITE data collection equipment and other materials to be used for this project for the fees listed in Attachment 1 for the duration of the contract.
4. The CONSULTANT shall remove and dispose of the existing data collection equipment in an environmentally sound manner. The current equipment is two to five generations old and has no commercial value.
5. The CONSULTANT shall commence removing existing COUNTY data collection equipment and installing CONSULTANT replacement equipment within 30 days of Notice to Proceed and to complete transition within 180 days.
6. The responsibility for the communication fees needed for the existing data collection equipment will pass to the CONSULTANT as the equipment is replaced.
7. The CONSULTANT shall provide labor, expertise and knowledge, and parts necessary to operate and maintain the NETWORK performance with a system data uptime level of 90% or better. Uptime is defined as the availability of a valid Q (flow rate) measurement.

8. To minimize data gaps, the CONSULTANT shall repair or replace CONSULTANT supplied SITE data collection equipment within 7 days from the time of report of failure or loss of data whichever occurs first unless otherwise approved by COUNTY.
9. Designate a project manager to serve as primary contact with COUNTY.
10. Keep confidential all records.
11. Collect data from the network on biweekly basis.
12. Provide additional data collection at the request of the COUNTY.
13. Relocate monitors when requested by the COUNTY.
14. Remove and reinstall flow monitors at the direction of the COUNTY.
15. Hold periodic meetings with COUNTY.
16. Maintain records in accordance with COUNTY'S request.
17. Provide additional services at the request of the COUNTY.

The Consultant shall:

1. Provide data analysis and a monthly electronic deliverable by the 30th of each month that includes the following information for the previous month:
 - a. For each SITE, color hydrographs showing hourly average flow quantity and rainfall
 - b. Rainfall records (hourly, daily, monthly)
 - c. Flow listings (daily averages, minimums, maximums for total flow, depth and velocity)
 - d. Unusual conditions observed for the report period
 - e. Schematic drawing representing the general location of each SITE.
2. Provide Semi Annual Wet Weather and Performance Reports to the COUNTY. These shall include information relative to pipe capacity, surcharging, and any other information requested along with summaries including hydrographs for wet weather events and system response to wet weather. This report will be submitted within 60 days following the end of every six month period including a compact disk with all data in electronic format.
3. Conduct a periodic meeting with the COUNTY within 60 days of the preceding 6 month monitoring period to:
 - a. Present consolidated findings
 - b. Discuss system performance, priorities and provide recommendations.

TEMPORARY FLOW MONITORING SERVICE

Temporary flow monitoring shall be performed by the CONSULTANT at locations and times designated by the COUNTY. CONSULTANT shall provide all labor, equipment and other materials to perform the task. At a minimum, the CONSULTANT shall:

- o Investigate proposed site
- o Install and calibrate SITE data collection equipment
- o The CONSULTANT and COUNTY will agree on the installation date. If the COUNTY requests to cease the temporary flow monitoring after the 30th day, but prior to the 45th day, the CONSULTANT will only bill for that portion of the 45 days utilized
- o Analyze data and produce a Deliverable that includes:
 - o 15 minute depth, velocity; final flow and rain data for each site for entire study (Excel file on CD)
 - o Final Manning flow and continuity flow with rain hydrograph for each site for entire study period
 - o Depth and velocity with rain hydrograph for each site for entire study period Depth/velocity scatter graph for each site for entire study period A hard copy report including a brief summary of flow monitoring activities and methodologies, along with copies of installation and maintenance logs maintained during the project
- o I/I analysis for each site

SMOKE TESTING SERVICE

Smoke testing shall be performed by the CONSULTANT at locations and times designated by the COUNTY. CONSULTANT shall provide all labor, equipment and other materials to perform the task. At a minimum, the CONSULTANT shall:

- o Investigate proposed site
- o Notify homeowners, businesses, industries and/or any other entities in the area likely to be affected by smoke testing
- o Provide a summary report including completed smoke forms with photographs

SECTION 2 - OBLIGATION OF THE COUNTY TO THE CONSULTANT

It is understood that the COUNTY will:

1. Assist the CONSULTANT by placing at their disposal all available information pertinent to the project, including previous reports and any other data relative to the condition of the site.
2. Designate a project manager to coordinate CONSULTANT'S work and to assist as COUNTY'S representative with respect to the work to be performed under this AGREEMENT.

3. Provide access to and make all provisions for the CONSULTANT to enter upon public and private lands as required for the CONSULTANT to perform its work under this AGREEMENT.
4. Pay for appearances before courts or boards regarding litigation related to the project and/or preparatory work required in connection with such matters. Appearance before courts or boards regarding litigation related to errors or omissions of the CONSULTANT which result in legal proceeding against the COUNTY shall not be charged to the COUNTY and shall not be items eligible for payment by the COUNTY.
5. Examine studies, reports, sketches, opinions of probable cost of construction, proposals, and other documents presented by the CONSULTANT, and shall render decisions in writing pertaining thereto within a reasonable time so as not to delay the services of the CONSULTANT.
6. Give prompt written notice to the CONSULTANT whenever the COUNTY observes, or otherwise become aware of, any defect in the performance of engineering services.
7. Assume all costs of public hearing, if required.
8. Assume liability for landline telephone charges for COUNTY owned flow monitors and rain gauges until they are replaced by the CONSULTANT.

SECTION 3 - CONFERENCES AND VISITS TO SITE

- A. Conferences will be held at the request of either the COUNTY or the CONSULTANT to discuss matters pertinent to any phase of the project.
- B. Request for visits to the site may be made by the COUNTY or by the CONSULTANT in conjunction with any other party or parties.

ARTICLE II - TIME OF BEGINNING AND COMPLETION

1. The CONSULTANT agrees to start work on the professional services outlined under Article I of this AGREEMENT upon receipt of written notice from the COUNTY to proceed. The COUNTY will not notify the CONSULTANT to commence work until this AGREEMENT has been formally approved by both parties.
2. The work to be performed shall continue for Thirty-six (36) months.
3. In case the COUNTY deems it advisable or necessary in the execution of the work to make any alteration which will increase or decrease the scope of work outlined in this AGREEMENT, the time limits specified herein may be adjusted in accordance with Article IV, Section 1.
4. At the completion of this contract, the COUNTY and the CONSULTANT may decide at the COUNTY'S option to enter into negotiations to extend the scope of work and time of the contract. This extension will be on a year by year basis for a maximum of two additional years. Negotiations will reoccur prior to the anniversary date of the contract in each succeeding year.

ARTICLE III - PAYMENT

SECTION 1

For services performed by the CONSULTANT under this AGREEMENT, and as full and complete compensation therefore, including all expenditures made and all expenses incurred by the CONSULTANT in connection with this AGREEMENT, except as otherwise herein, subject to and in conformity with all provisions of this AGREEMENT, the COUNTY will pay the CONSULTANT as follows:

For the work contemplated under Article I, Section 1, the COUNTY will pay the CONSULTANT in accordance with the unit prices shown in Attachment 1. The COST CEILING for this AGREEMENT shall be Three million one hundred thirteen thousand and one hundred ninety eight dollars (\$3,113,198.00) which shall not be exceeded except by a formal amendment to this AGREEMENT. Payment shall be made, not more often than once monthly, in such amounts as evidenced by the submittal of vouchers and invoices by the CONSULTANT to the COUNTY and along with other evidence of performance as the COUNTY may deem necessary. The COUNTY shall pay the CONSULTANT within thirty (30) days of receipt of the Consultant's payment request by the County Finance Department.

SECTION 2

The acceptance by the CONSULTANT of the final payment shall constitute and operate as a release to the COUNTY for all claims and liability to the CONSULTANT, his representative and assigns for all things done, furnished or relating to the service rendered by the CONSULTANT under or in connection with this AGREEMENT or any part thereof provided that no unpaid invoice exists because of extra work required at the request of the COUNTY.

ARTICLE IV - MISCELLANEOUS PROVISIONS

SECTION 1 - CHANGES OF WORK

If, during the term of this AGREEMENT, additional services are required of the CONSULTANT other than those specified above or major changes in the work become necessary or desirable, the COUNTY may order, in writing, the CONSULTANT to perform such services or make such changes. If the CONSULTANT is of the opinion that the work he has been directed to perform is beyond the scope of this AGREEMENT and constitutes extra work, the CONSULTANT will, within ten (10) days, notify the COUNTY in writing and receive approval from the COUNTY prior to performing such work. In the event the COUNTY determines that such work does constitute extra work, additional time for completion of contract may be given and payment for the additional work shall be negotiated by Supplemental Agreement

prior to work being undertaken by the CONSULTANT.

Likewise, during the term of this AGREEMENT, any service specified may be deleted and/or reduced at the discretion of the COUNTY. If such deletion or reduction becomes desirable, the CONSULTANT will be given advance notice and an equitable reduction in the CONSULTANT'S fees or cost ceiling will be made on a proportionate basis.

SECTION 2 - OWNERSHIP OF ENGINEERING DOCUMENTS

Upon completion of the work covered by this AGREEMENT, the CONSULTANT shall make available to the COUNTY all documents and data pertaining to the work or to the project, which material shall become the property of the COUNTY. All original tracings or maps and other engineering data furnish to the COUNTY by the CONSULTANT shall bear thereon the endorsement of the CONSULTANT. All data collected and prepared or generated under this agreement between the CONSULTANT and the COUNTY shall be the property of the

COUNTY and shall not be released to any other party without the consent of the Director.

SECTION 3 - CONSULTANT'S ENDORSEMENT

The CONSULTANT shall endorse the original title or cover sheet of all reports and engineering data required to be furnished by him under the terms of this AGREEMENT. All endorsements shall contain the seal and original signature of an Alabama licensed professional engineer who is a bona fide employee of the CONSULTANT.

SECTION 4 - DELAYS AND EXTENSIONS

1. In the event that unavoidable delays prevent completion of the services to be performed under this AGREEMENT in the time specified in Article II - Time of Beginning and Completion, the COUNTY may grant a time extension to any or all phases of the work, provided written application is made by the CONSULTANT within ten (10) days after the alleged delay has occurred.

2. In the event that delays are deemed avoidable by the COUNTY and time extensions are not granted, the CONSULTANT may be subjected to a liquidated damages charge of \$100.00 per day for each calendar day exceeding the time specified in Article II.

SECTION 5 - TERMINATION OR ABANDONMENT

1. The COUNTY shall have the right to abandon or terminate this AGREEMENT or to amend the AGREEMENT at any time, and such action shall, in no event, be deemed a breach of contract.

2. The COUNTY has the right to terminate this AGREEMENT at its sole discretion upon ten (10) days written notice to the CONSULTANT and make settlement with the CONSULTANT upon an equitable basis in accordance with the following. In determining the final compensation to the CONSULTANT, the COUNTY shall apply the following:

A. No consideration will be given to profit which the CONSULTANT might have made on the uncompleted portion of the work.

B. If the AGREEMENT ~ provides for a lump sum amount, final compensation to the CONSULTANT shall be determined by the COUNTY establishing the percent of satisfactory work performed by the CONSULTANT prior to the termination of the AGREEMENT multiplied by the contract amount, less any payments previously made.

C. If the AGREEMENT does not provide a lump sum amount, final compensation to the CONSULTANT shall be determined by the COUNTY confirming all reimbursable costs incurred for satisfactory work performed by the CONSULTANT prior to the termination of the AGREEMENT, less any payments previously made.

SECTION 6 - TERMINATION OF CONTRACT FOR BREACH

A. The Contract may be terminated by the COUNTY for Consultant's breach of any substantive provision of the Contract including, but not limited to, any of the following reasons:

1. Substantial evidence and belief that the progress being made by the Consultant is insufficient to complete the Work within the specified time.

2. Deliberate failure on the part of the Consultant to proceed with the Work when so instructed by the COUNTY or to observe any requirement of these Specifications.

3. Failure on the part of the Consultant to promptly make good any defects in the work that may be called to his attention by the COUNTY.

4. In case the Consultant becomes insolvent or is declared bankrupt, or allows any final legal judgment to stand against him unsatisfied, or shall make an assignment for the benefit of his creditors.

B. Before the Contract is terminated, the Consultant will first be notified in writing by the COUNTY of the conditions which make termination of the Contract imminent. Fifteen (15) days after notice is given, if no effective effort has been made by the Consultant to correct the conditions for which complaint is made, the COUNTY may declare the Contract terminated and will notify the Consultant accordingly.

C. Upon receipt of notice from the COUNTY that the Contract has been terminated, the Consultant shall immediately discontinue all operations, safely secure all items of the Work, and remove his equipment. The COUNTY may then proceed with completion of the Work in any lawful manner that it may elect, until it is finally completed. When thus finally completed, the total cost of the Work (including all previous payments made to the Consultant) will be computed and if this total cost is greater than the Contract price, the difference shall be

paid to the COUNTY by the Consultant.

SECTION 7 - CONTROVERSY

In any controversy concerning a question of fact in connection with the work covered by this AGREEMENT, or compensation therefore, the decision of the Director of Environmental Services in the matter shall be final and conclusive for both parties.

SECTION 8 - RESPONSIBILITY FOR CLAIMS AND LIABILITY

1. The CONSULTANT shall be responsible for all damage to life and property due to its activities and that of its subcontractors, agents or employees in connection with its services under this AGREEMENT. The CONSULTANT specifically agrees that its subcontractors, agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

2. The CONSULTANT agrees to indemnify, hold harmless and defend the Jefferson County Commission, their elected officials, officers and employees (hereinafter referred to in this paragraph collectively as "COUNTY"), from and against any and all loss, expense against or imposed upon COUNTY because of bodily injury, death or property damage, real or personal, including loss of use thereof to the extent arising out of or as a consequence of breach of any duty or obligation of the CONSULTANT included in this AGREEMENT, or the negligent acts, errors or omissions of the CONSULTANT in the performance of its services under this Agreement.

3. The CONSULTANT, without extra compensation, shall carry insurance of the kinds in amounts set out below. All insurance shall be by companies authorized to do business in Alabama involving those types of insurance. Before beginning work, the CONSULTANT shall file with the COUNTY a certificate from his insurer showing the amount of insurance carried and the risk covered there by or a copy of the required insurance policies.

General Liability and Property Damage	\$300,000.00
Automobile and Truck Bodily Injury Liability	\$300,000.00
Workers Compensation	Statutory
Professional Liability	\$1,000,000.00 each claim

A 30 day notification is required from the insurer to the COUNTY for any current or potential claim against the CONSULTANT that could affect the limits of their policy.

Also, the CONSULTANT shall notify the COUNTY within 30 days about any present or future claims that could affect their policy limits. The foregoing Indemnity Agreement shall not be limited by reason of any insurance coverage provided.

SECTION 9 - GENERAL COMPLIANCE WITH LAWS

The CONSULTANT shall comply with the provisions of the Labor Law, all State Laws, Federal and Local Statutes, Ordinances and Regulations that are applicable to the performance of this AGREEMENT, and especially laws, ordinances and statutes prohibiting discrimination in employment of persons on account of race, creed, color or national origin, and all applicable provisions of Title 6, Code of Federal Regulations, and procure all necessary licenses and permits.

SECTION 10 - SUBLETTING, ASSIGNMENT OF TRANSFER

No portion of this contract may be sold, assigned, or transferred to a third party without the express written consent of the COUNTY, its successors or assigns. Any attempt to assign this contract without the written consent of the COUNTY is null and void.

SECTION 11 - EMPLOYMENT OF COUNTY WORKERS

1. The CONSULTANT shall not engage, on full or part time or other basis during the period of the AGREEMENT, any professional or technical personnel who are or have been at any time during the period of this AGREEMENT in the employ of the COUNTY, except regularly retired employees, without written consent of the public employer of such person.

2. The CONSULTANT warrants that he has not employed or retained any company, or person other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this AGREEMENT, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty, the COUNTY shall have the right to annul this contract without liability or, at its discretion, deduct from the contract price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts or contingent fee.

3. No Jefferson County Commission official, or employee of the Jefferson County Commission shall be admitted to any share or part of this AGREEMENT, or to any benefit that may arise there from, except the use of the facility being designed as enjoyed by the general public.

SECTION 12 - CONTROL

All work by the CONSULTANT shall be done in a manner satisfactory to the COUNTY and in accordance with the established policies, practices and procedures of the Jefferson County Environmental Services Department.

SECTION 13 - CONDITIONS AFFECTING WORK

1. The CONSULTANT shall be responsible for having taken steps reasonably necessary to ascertain the nature, location, scope and type

of work hereunder and the general and local conditions which can affect the work or the cost hereof. Any failure by the CONSULTANT to do so will not relieve him from responsibility for successfully performing the work without additional expense to the COUNTY. The COUNTY assumes no responsibility for any understanding or representation by any of its officials or agents prior to the execution of this AGREEMENT, unless such understandings or representation by the COUNTY are expressly stated herein. The CONSULTANT and subcontractor to maintain all books, documents, papers, accounting records and other evidences pertaining to costs incurred for this project, and to make such material available at their respective offices at all times during the contract period and for three (3) years from the date of final payment of the COUNTY funds under the terms of the contract, for inspection by the COUNTY, or any authorized representative of the COUNTY, and copies thereof shall be furnished if requested.

2. During the performance of this contract, the CONSULTANT or itself, its assignees and successors in interest, agree as follows:

A. Non-Discrimination:

The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color or national origin in the selection and detention of subcontractors, including procurement of materials and lease of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964 or the Equal Opportunity Provisions of Executive Order 11246 of September 24, 1965. The CONSULTANT will abide by all clauses and stipulations in, and as required by Jefferson County Commission Administrative Order 08-4 attached hereto as Exhibit "B" including the execution of the EEO certification.

B. Solicitations of Subcontractor, Including Procurement of Materials and Equipment:

In all solicitations, either by competitive bidding or negotiations made by CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color or national origin.

C. 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.

D. Sanctions of Noncompliance:

In the event of the CONSULTANT'S noncompliance with any provisions of this contract, the COUNTY shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

- (1) Withholding of payments to the CONSULTANT under the contract until the CONSULTANT complies and/or
- (2) Cancellation, termination or suspension of the contract, in whole or in part.

SECTION 14 - GOVERNING LAW/DISPUTE RESOLUTION

A. The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, material and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by 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, Birmingham Division.

ARTICLE V

SECTION 1 - EXECUTORY CLAUSE

1. The CONSULTANT specifically agrees that this AGREEMENT shall be deemed executory only to the extent of monies available and no liability shall be incurred by the COUNTY beyond the monies available for that purpose.
2. The CONSULTANT, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself in a manner consistent with such status, that he will neither hold himself out as, nor claim to be an officer or employee of Jefferson County, Alabama by reason hereof, and that he will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to any officer or employee of Jefferson County, Alabama, including, but not limited to, Workmen's Compensation coverage or retirement membership or credit.

ARTICLE VI

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures, ADS LLC on the day of , 2013, and the COUNTY on the day of 2013.

ADS, LLC

Joseph J. Goustin, Treasurer

RECOMMENDED:

David Denard, Director of Environmental Services

ATTEST:
Minute Clerk

JEFFERSON COUNTY COMMISSION:
W. D. Carrington, President

Motion was made by Commissioner Stephens seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Stephens, Brown, Bowman and Carrington.

Apr-24-2014-255

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of Brandon Bagnell to fill the unexpired term of Jonathan Jaynes on the McAdory Fire District Board of Trustees for a term ending December 2016, be and hereby is approved.

Motion was made by Commissioner Stephens seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Stephens, Brown, Bowman and Carrington.

JEFFERSON COUNTY COMMISSION

Finance Department

Unusual Demands

4/24/2014

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	Doc No
DISTRICT 1	1000193	JEFFERSON CO TREASURER	CORONER SUPPLY/MEDICAL EXAM COMMISSION MTG	CORONER/MED EXAM	45.68	1900076725
DISTRICT 1	1000193	JEFFERSON CO TREASURER	CORONER PARKING AT ST VINCENTS HOSPITAL	CORONER/MED EXAM	2.00	1900076732
*DISTRICT 1					47.68	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	GREEN COPY PAPER FOR CENTER MANAGER INFORMATION	SR CITIZEN SERVICES	8.99	1900076677
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PAINT & KITCHEN SUPPLIES - CAMP BESSEMER	R&T: HIWAY MAINT-BESS	47.83	1900076678
DISTRICT 2	1000193	JEFFERSON CO TREASURER	VEHICLE PARTS, TAGS	FLEET MGMT: ADMIN	172.83	1900076526
DISTRICT 2	1000193	JEFFERSON CO TREASURER	SPRAYER TIPS, RUG SHAMPOOER, CELL PHONE/IPAD CASE	R&T: ADMINISTRATION	423.73	1900076631
DISTRICT 2	1000193	JEFFERSON CO TREASURER	REIMBURSE BHAM RUBBER STAMP S-831 FOR A. DODD ROW	R&T: RIGHT OF WAY	19.50	1900076645
DISTRICT 2	1000193	JEFFERSON CO TREASURER	TV, TV MOUNT, CABLE, CONDUIT & BATTERIES - KETONA	R&T: HWAY MAINT-KETONA	360.38	1900076700
DISTRICT 2	1000193	JEFFERSON CO TREASURER	TRAVEL REIMBURSEMENT - K. JOHNSON/L. CARTER	R&T: ADMINISTRATION	56.09	1900076804
DISTRICT 2	1000193	JEFFERSON CO TREASURER	NUTS & BOLTS - CAMP KETONA	R&T: HWAY MAINT-KETONA	92.50	1900076808
DISTRICT 2	1000193	JEFFERSON CO TREASURER	FUEL(H091304), MISC. TOOLS & SUPPLIES - BESSEMER	R&T: HWAY MAINT-BESS	196.89	1900076810
DISTRICT 2	1000193	JEFFERSON CO TREASURER	TRAVEL/MILEAGE REIMBURSEMENT - AKIRA BYRD	ECON DEV WORKFORCE INVEST	2.23	1900076805
*DISTRICT 2					1,380.97	
DISTRICT 3	1000019	ALABAMA ASSOCIATION OF	KIRK EPSTEIN DUES- ALDOR APPROVES DUES FOR ACA	BD OF EQUAL - BHAM STATE	40.00	1900076694
DISTRICT 3	1000128	JEFF CO DEPUTY TREASURER	PROBATE RECORDINGS	SHER ENFORCE-BESSEMER	96.00	1900075818
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PETTY CASH-ANGELA FRAZIER-TRAVEL-REIMBURSEMENT	SHERIFF ENFORCE-BHAM	4.00	1900075913
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REVENUE-REIMB. MILEAGE EXAMINERS 231.26	REVENUE	231.26	1900076495
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REVENUE-REIMB. POSTAGE - B'HAM TITLE REMITS	REVENUE	82.14	1900076494
DISTRICT 3	1001730	DAREN A LANIER	REVENUE-ALA.DEPT.OF REV. MV TRAINING-LANIER3/11/14	REVENUE	134.42	1900076871
DISTRICT 3	1002255	WANDA J MITCHELL	TRAVEL-FTO-MITCHELL	SHERIFF ENFORCE-BHAM	107.13	1900076108
DISTRICT 3	1031860	KRIS SIMMONS	TRAVEL-FTO-SIMMONS	SHERIFF ENFORCE-BHAM	122.13	1900076110
*DISTRICT 3					817.08	
DISTRICT 4	1000193	JEFFERSON CO TREASURER	EMA - TITLES & PRINTER CABLE	EMA	327.70	1900076547
DISTRICT 4	1000193	JEFFERSON CO TREASURER	EMPLOYEE TRAINING,POSTAGE STAMPS	YOUTH DET SUPPORT SVS	147.97	1900076649
DISTRICT 4	1029483	FRANK P CAMPBELL	SAFE ROOM REIMBURSEMENT - FRANK CAMPBELL	EMA	4,000.00	1900076879
DISTRICT 4	1029518	ATRIE ROBINSON OR	SAFE ROOM REIMBURSEMENT - ATRIE ROBINSON	EMA	4,000.00	1900076881
DISTRICT 4	1030693	WESLEY A HIGGINS	SAFE ROOM REIMBURSEMENT - WESLEY HIGGINS	EMA	4,000.00	1900076884
DISTRICT 4	1030791	RIVON T SMITH	SAFE ROOM REIMBURSEMENT - RIVON SMITH	EMA	3,387.00	1900076889
*DISTRICT 4					15,862.67	
DISTRICT 5	1000193	JEFFERSON CO TREASURER	RATCHET STRAPS	ES: CONSTRUCT SEWER LINE	60.00	1900076021
DISTRICT 5	1000193	JEFFERSON CO TREASURER	4" PVC ELBOW, 22X4" PVC PIPE	ES: CONSTRUCT SEWER LINE	11.05	1900076338
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SPEED WRENCHES, OCKETS, TAPE MEASURES	ES: CONSTRUCT SEWER LINE	100.26	1900076221
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SANATIZER, LUMBER, FENCE TIES, BOLTS, SAW BLADES,	ES: SHADES LINE MAIN	197.05	1900076528
DISTRICT 5	1000193	JEFFERSON CO TREASURER	HELMENT;PUMP PARTS;HAMMER;CLAMP;	ES: FIVE MILE MAINT SHOP	424.01	1900076644
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BOLTS FOR MIXER BLADE	ES: LEEDS WWTP	4.89	1900076448
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PRY BAR, HAMMER FOR PUMPS AT WARRIOR	ES: TURKEY CREEK WWTP	46.92	1900076696
DISTRICT 5	1000193	JEFFERSON CO TREASURER	WHEELS, BOLTS, FILTERS, PINE STRAW	ES: TRUSSVILLE WWTP	220.13	1900076552
DISTRICT 5	1000193	JEFFERSON CO TREASURER	TOOLS & MATERIALS FOR DEWATERING BLDG.AT VALLEY	ES: VILLAGE ELECT SHOP	486.00	1900076524
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SCREWDRIVERS;POSTAGE;NITROGEN;ELBOW;TAPE;FUSE;LAMP	ES: VILLAGE ELECT SHOP	250.96	1900076709
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PETCOCK FOR COMPRESSOR	ES: LEEDS WWTP	3.98	1900076545
DISTRICT 5	1000193	JEFFERSON CO TREASURER	O RING FOR PUMPS AT WARRIOR	ES: TURKEY CREEK WWTP	12.00	1900076546
DISTRICT 5	1000193	JEFFERSON CO TREASURER	LIGHT BULBS	ES: TRUSSVILLE WWTP	34.22	1900076634
DISTRICT 5	1000193	JEFFERSON CO TREASURER	USED PERSONAL VEHICLE TO ANSWER ALARM AT LEEDS	ES: LEEDS WWTP	16.20	1900076506
DISTRICT 5	1000193	JEFFERSON CO TREASURER	LADDER;LIGHTS;WATER;SINGLE BEVEL;SEQUENCHER;	ES: FIVE MILE CREEK WWTP	487.76	1900076637
DISTRICT 5	1000193	JEFFERSON CO TREASURER	MILEAGE EXPENSE FOR DONNIE HUEY & RICHARD KING	ES: FIVE MILE CREEK WWTP	44.55	1900076638
DISTRICT 5	1000193	JEFFERSON CO TREASURER	6" DUCTILE IRON SLEEVES	ES: CONSTRUCT SEWER LINE	480.00	1900076651
DISTRICT 5	1000193	JEFFERSON CO TREASURER	2" PVC FITTINGS, PVC GLUE,RAT POISON, SAKRETE,	ES: PKAGE WWTP & PUMP STA	155.01	1900076802
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BATTERY;BLADE;REPAIR KIT;WATER METER KEY;	ES: VILLAGE ELECT SHOP	273.21	1900076523
DISTRICT 5	1000193	JEFFERSON CO TREASURER	KITCHEN SUPPLIES, GASKET SHEETS, HOSE KIT, SPRAYER	ES: TV INSPECTION & GROUT	128.69	1900076529
DISTRICT 5	1000193	JEFFERSON CO TREASURER	6" ACCESSORY SET,8" TEE, 6" 45-DEGREE BEND	ES: CONSTRUCT SEWER LINE	309.60	1900076648
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CDL RENEWAL, TRAILER ADAPTER	ES: VILLAGE LINE MAINT	39.99	1900076530
DISTRICT 5	1000193	JEFFERSON CO TREASURER	POSTAGE FOR EPA DOCUMENTS, HARD DRIVE CASE	ES: SANITATION ADMIN	75.87	1900076676
*DISTRICT 5					3,862.35	
**					21,970.75	

Motion was made by Commissioner Stephens seconded by Commissioner Brown that the Unusual Demands be approved. Voting "Aye" Stephens, Brown, Bowman and Carrington.

Apr-24-2014-256

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Amendment to the Agreement between Jefferson County, Alabama and Cavanaugh MacDonald Consulting, LLC to provide actuarial services for health care benefits provided through its post-employment benefits plan for base years ending September 30, 2013 and September 30, 2014 in the amount of \$12,000.

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and between the Jefferson County, Alabama through the Finance Department, hereinafter called "the County," and Cavanaugh MacDonald Consulting LLC, hereinafter called "the Contractor" to exercise the option to renew for two additional one-year periods to provide Other Post-Employment Benefits (OPEB) actuarial valuations for base years ending September 30, 2013 and September 30 2014.

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Consultant wishes to amend the contract.

NOW, THEREFORE, in consideration of the above, the parties hereto agree as follows:

The contract between the parties which was approved by the Jefferson County Commission on October 10, 2011, in Minute Book 162, Page(s) 289-293, is hereby amended as follows:

Section 3. The term of the contract shall be from October 1, 2012 through September 30, 2014.

All other terms and conditions of the original contract remain the same.

JEFFERSON COUNTY COMMISSION

W.D. Carrington, President

Cavanaugh MacDonald Consulting, LLC

Alisa Bennett, Principal and Consulting Actuary

Motion was made by Commissioner Stephens seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Stephens, Brown, Bowman and Carrington.

Apr-24-2014-257

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Engineering Services Associates, Inc. provide necessary engineering, reporting, and administrative services to provide information concerning financial assurance costs for the active solid waste disposal facilities for the Fiscal Year 2012/2013 in the amount of \$10,434.

AGREEMENT TO PROVIDE

ENGINEERING SERVICES FOR THE JEFFERSON COUNTY

LANDFILL FINANCIAL ASSURANCE DETERMINATION, FY 2012/2013

This AGREEMENT made this day of , 2014 by and between Jefferson County, in the State of Alabama, as party of the First Part, hereinafter referred to as the COUNTY, and ENGINEERING SERVICE ASSOCIATES, INC., as party of the Second Part, hereinafter referred to as the CONSULTANT.

WHEREAS, the said CONSULTANT has agreed and by these presents does agree with the COUNTY for consideration hereinafter mentioned with payment to be administered by the COUNTY to furnish professional engineering services associated with the LANDFILL FINANCIAL ASSURANCE DETERMINATION, FY 2012/2013.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter stipulated to be kept and performed, it is agreed between the parties as follows.

ARTICLE I - SCOPE OF WORK

The CONSULTANT, in the accomplishment of work under this AGREEMENT, shall meet the requirements for conformance with the standards adopted by the Jefferson County Commission and shall ascertain the written practices of the Jefferson County Finance Department prior to beginning any of the work on this project. All work required under this AGREEMENT shall be performed in accordance with these standard practices and any special requirements herein set forth.

Section 1 - Obligation of CONSULTANT to COUNTY:

The CONSULTANT will provide necessary engineering, reporting, and administrative services as required by the COUNTY to

provide information concerning financial assurance costs for the active solid waste disposal facilities for the fiscal year 2012/2013. The engineering, reporting, and administrative tasks will consist of the following activities.-

1. The CONSULTANT will determine the COUNTY'S contribution in the Financial Assurance Fund for Landfill No. 1 and Landfill No. 2 as of September 30th 2013.
2. The CONSULTANT will incorporate Santek Environmental's data concerning the overall and remaining airspace in the two landfills and their estimate of the waste volumes disposed as of the cutoff date.
3. The CONSULTANT will incorporate any in-house data pertinent to this report into the analysis.
4. The CONSULTANT will determine the total required value in the Financial Assurance Fund based upon the estimated costs to close each landfill (using a third party contractor) plus the post-closure maintenance and monitoring costs for 30 years following closure.
5. The CONSULTANT will determine the difference in what the COUNTY has already contributed and the revised COUNTY share.

Section 2 - Obligation of the COUNTY to the CONSULTANT:

It is understood that the COUNTY will:

1. Assist the CONSULTANT by placing at their disposal all available information pertinent to the project.
2. The COUNTY agrees that the format used for the FY2011-2012 Financial Assurance Report is acceptable.
3. The COUNTY will inform the CONSULTANT of what individuals or groups within the COUNTY hierarchy are to be briefed on the results of this study, and what format and venue this briefing should take.
4. The COUNTY will identify a Primary Contact at the COUNTY who the CONSULTANT will report to and coordinate with.
5. The COUNTY will authorize Santek Environmental to cooperate fully with the CONSULTANT in the development of this report.

Section 3 - Conferences and Visits to Site:

1. Conferences will be held at the request of either the COUNTY or the CONSULTANT to discuss matters pertinent to the project.

ARTICLE II - TIME OF BEGINNING AND COMPLETION

Section 1:

1. The CONSULTANT agrees to start work on the professional services outlined under Article I of this AGREEMENT within five (5) days after receipt of written notice from the COUNTY to proceed. The COUNTY will not notify the CONSULTANT to commence work until both parties have formally approved this AGREEMENT.
2. Provided that the data furnished by others is in a readily usable format, CONSULTANT will complete the scope of work as outlined in this AGREEMENT within thirty (30) days, exclusive of County review time, after receipt of the year's data.
3. In case the COUNTY deems it advisable or necessary in the execution of the work to make any alteration which will increase or decrease the scope of work outlined in this AGREEMENT, the time limits specified herein may be adjusted in accordance with Article IV, Section 1.

ARTICLE III - PAYMENT

Section 1 - Payment:

1. For services performed by the CONSULTANT under this AGREEMENT, and as full complete compensation therefor, including all expenditures made and all expenses incurred by the CONSULTANT in connection with this AGREEMENT, except as otherwise provided herein, subject to and in conformity with all provisions of this AGREEMENT, the COUNTY will pay the CONSULTANT as follows.
2. For the work contemplated under Article I. Section 1, compensation will be based on a Lump Sum contract amount of Ten Thousand Four Hundred Thirty-Four Dollars, (\$10,434.00) as shown below and in Attachment 1 appended hereto. The contract Amount shall be subject to increases or decreases for changes in the Work as provided in Article IV, Section 1.

Total Contract Amount \$10,434.00

The above represents the CONSULTANT's best estimate of anticipated hours and costs to perform this contract based on a thirty (30) day timeframe. The contract amount will not be exceeded except by formal amendment to this AGREEMENT.

3. Payment shall be made, not more often than once monthly, in such amounts as evidenced by the submittal of invoices by the CONSULTANT to the Finance Department of the COUNTY, and other evidence of performance as the COUNTY may deem necessary. The COUNTY shall make payment to the CONSULTANT within thirty (30) days upon receipt of the payment request by the Finance Department.

Section 2 - Final Payment as a Release:

1. The acceptance by the CONSULTANT of the final payment shall constitute and operate as a release to the COUNTY for all claims and liability to the CONSULTANT, his representative and assigns for all things done, furnished or relating to the service rendered by the CONSULTANT under or in connection with this AGREEMENT or any part thereof provided that no unpaid invoice exists because of extra work required at the request of the COUNTY.

ARTICLE IV - MISCELLANEOUS PROVISIONS

Section 1 - Changes of Work:

1. If, during the term of this AGREEMENT, additional services are required of the CONSULTANT other than those specified above

or major changes in the work become necessary or desirable, the COUNTY may order, in writing, the CONSULTANT to perform such services or make such changes. If the CONSULTANT is of the opinion that the work he has been directed to perform is beyond the scope of their AGREEMENT and constitutes extra work, the CONSULTANT will within ten (10) days notify the COUNTY in writing and receive approval from the COUNTY prior to performing such work. In the event the COUNTY determines that such work does constitute extra work, additional time for completion of contract may be given and payment for the additional work shall be negotiated by Supplemental Agreement prior to work being undertaken by the CONSULTANT.

2. Likewise, during the term of this AGREEMENT any service specified may be deleted and/or reduced at the discretion of the COUNTY. If such deletion or reduction becomes desirable, the CONSULTANT will be given advance notice and an equitable reduction in the CONSULTANT'S fee will be made on a proportionate basis.

Section 2 - Ownership of Engineering Documents:

1. Upon completion of the work covered by this AGREEMENT, the CONSULTANT shall make available to the COUNTY all documents and data pertaining to the work or to the project, which material shall become the property of the COUNTY. All data collected and prepared or generated under this agreement between the CONSULTANT and the COUNTY shall be the property of the COUNTY and shall not be released to any other party without the consent of the Jefferson County Chief Finance Officer.

Section 3 - Consultant's Endorsement:

1. The CONSULTANT shall endorse the original or cover sheet of all reports, maps and other engineering data required to be furnished by him under the terms of this AGREEMENT. All endorsements shall contain the seal and original signature of an Alabama licensed professional engineer who is a bona fide employee of the CONSULTANT.

Section 4 - Delays and Extensions:

In the event that unavoidable delays prevent completion of the services to be performed under this AGREEMENT in the time specified in Article II - Time of Beginning and Completion, the COUNTY may grant a time extension to any or all phases of the work, provided written application is made by the CONSULTANT within ten (10) days after the alleged delay has occurred. Any time extension for work authorized will be based on the ratio that the additional compensation bears to the original fee and time limit.

Section 5 - Termination or Abandonment:

1. The COUNTY shall have the right to abandon or terminate this AGREEMENT or amend its project at any time, and such action shall in no event be deemed a breach of contract.

2. The COUNTY has the right to terminate this AGREEMENT at its sole discretion upon ten- (10) day's written notice and make settlement with the CONSULTANT upon an equitable basis in accordance with the following. In determining the final compensation to the CONSULTANT, the COUNTY shall apply the following:

- a. No consideration will be given to profit which the CONSULTANT might have made on the uncompleted portion of the work.
- b. If the AGREEMENT provides for a lump sum amount, final compensation to the CONSULTANT shall be determined by the OWNER establishing the percent of satisfactory work performed by the CONSULTANT prior to the termination of the AGREEMENT multiplied by the contract amount, less any payments previously made.
- c. If the AGREEMENT does not provide a lump sum amount, final compensation to the CONSULTANT shall be determined by the OWNER confirming all reimbursable costs incurred for satisfactory work performed by the CONSULTANT prior to the termination of the AGREEMENT, less any payments previously made.

SECTION 6 - TERMINATION OF CONTRACT FOR BREACH:

1. The Contract may be terminated by the OWNER for Consultant's breach of any substantive provision of the Contract including, but not limited to, any of the following reasons:

- a. Substantial evidence and belief that the progress being made by the Consultant is insufficient to complete the Work within the specified time.
- b. Deliberate failure on the part of the Consultant to proceed with the Work when so instructed by the OWNER or to observe any requirement of these Specifications.
- c. Failure on the part of the Consultant to promptly make good any defects in the work that may be called to his attention by the OWNER.
- d. In case the Consultant becomes insolvent or is declared bankrupt, or allows any final legal judgment to stand against him unsatisfied, or shall make an assignment for the benefit of his creditors.

2. Before the Contract is terminated, the Consultant will first be notified in writing by the OWNER of the conditions which make termination of the Contract imminent. Fifteen (15) days after notice is given, if no effective effort has been made by the Consultant to correct the conditions for which complaint is made, the OWNER may declare the Contract terminated and will notify the Consultant accordingly.

3. Upon receipt of notice from the OWNER that the Contract has been terminated, the Consultant shall immediately discontinue all operations, safely secure all items of the Work, and remove his equipment. The OWNER may then proceed with completion of the Work

in any lawful manner that it may elect, until it is finally completed. When thus finally completed, the total cost of the Work (including all previous payments made to the Consultant) will be computed and if this total cost is greater than the Contract price, the difference shall be paid to the OWNER by the Consultant.

Section 7 - Controversy:

1. In any controversy concerning a question of fact in connection with the work covered by this AGREEMENT or compensation therefor, the decision of the Jefferson County Chief Finance Officer in the matter shall be final and conclusive for both parties.

Section 8 - Responsibility for Claims and Liability:

1. The CONSULTANT shall be responsible for all damage to life and property due to its activities and that of its subcontractors, agents, or employees in connection with its services under this AGREEMENT. CONSULTANT specifically agrees that its subcontractors, agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

2. The CONSULTANT agrees to indemnify, hold harmless and defend the Jefferson County Commission, their elected officials, officers and employees (hereinafter referred to in this paragraph collectively as "COUNTY"), from and against any and all loss, expense against or imposed upon COUNTY because of bodily injury, death or property damage, real or personal, including loss of use thereof arising out of or as a consequence of breach of any duty or obligation of the CONSULTANT included in this AGREEMENT, or the negligent acts, errors or omissions of the CONSULTANT in the performance of its services under this Agreement.

3. The CONSULTANT, without extra compensation, shall carry insurance of the kinds and in amounts set out below. All insurance shall be by companies authorized to do business in Alabama involving those types of insurance. Before beginning work, CONSULTANT shall file with the COUNTY a certificate from his insurer showing the amounts of insurance carried and the risk covered thereby or a copy of the required insurance policies.

General Liability and Property Damage	\$300,000.00
Automobile and Truck Bodily Injury Liability			\$300,000.00
Workers Compensation			Statutory
Professional Liability Insurance			\$1,000,000.00 each claim

4. A 30 day notification is required from the insurer to the COUNTY for any current or potential claim against the CONSULTANT that could affect the limits of their policy. Also the CONSULTANT shall notify the COUNTY within 30 days about any present or future claims that could affect their policy limits. The foregoing Indemnity Agreement shall not be limited by reason of any insurance coverage provided.

Section 9 - General Compliance with Laws:

1. The CONSULTANT shall comply with the provisions of the Labor Law, all State Laws, Federal and Local Statutes, Ordinances and Regulations that are applicable to the performance of this AGREEMENT, and especially laws, ordinances and statutes prohibiting discrimination in employment of persons on account of race, creed, color or national origin, and all applicable provisions of Title 6, Code of Federal Regulations, and procure all necessary licenses and permits.

Section 10 - Subletting, Assignment or Transfer:

1. There shall be no assignment, subletting, or transfer of the interests of the CONSULTANT in any of the work covered by this AGREEMENT without the express written consent of the COUNTY. Any attempt to assign this contract without the written consent of the COUNTY is null and void. In the event the COUNTY gives such consent, the terms and conditions of this AGREEMENT shall apply to and bind the party or parties to whom such work is consigned, sublet or transferred as fully and completely as the CONSULTANT is hereby bound and obligated.

Section 11 - Employment of County Workers:

1. The CONSULTANT shall not engage, in full or part time or other basis during the period of the AGREEMENT, any professional or technical personnel who are or have been at any time during the period of this AGREEMENT in the employment of the COUNTY, except regularly retired employees, without written consent of the public employer of such person.

2. The CONSULTANT warrants that he has not employed or retained any company, or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this AGREEMENT, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty the COUNTY shall have the right to annul this contract without liability or at its discretion deduct from the contract price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

3. NO COUNTY official, employee of the COUNTY, Jefferson County Commission official, or employee of the Jefferson County Commission shall be admitted to any share or part of this AGREEMENT, or to any benefit that may arise there from, except the use of the facility being designed as enjoyed by the general public.

Section 12 - Control:

1. All work by the CONSULTANT shall be done in a manner satisfactory to the COUNTY and in accordance with the established policies, practices, and procedures of the COUNTY.

Section 13 - Conditions Affecting Work:

1. The CONSULTANT shall be responsible for having taken steps reasonably necessary to ascertain the nature, location, scope, and type of work hereunder and the general and local conditions, which can affect the work or the cost hereof. Any failure by the CONSULTANT to do so will not relieve him from responsibility for successfully performing the work without additional expense to the COUNTY. The COUNTY assumes no responsibility for any understanding or representation by any of its officials or agents prior to the execution of this AGREEMENT, unless such understandings or representations by the COUNTY are expressly stated herein.

2. The CONSULTANT and subcontractor are to maintain all books, documents, papers, accounting records and other evidences pertaining to cost incurred for this project, and to make such material available at their respective offices at all times during the contract period and for three (3) years from the date of final payment of the COUNTY Funds under the terms of the contract, for inspection by the COUNTY, or any authorized representative of the COUNTY Government, and copies thereof shall be furnished if requested.

3. During the performance of this contract, the CONSULTANT or itself, its assignees and successors in interest, agree as follows:

a. Non-Discrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and lease of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964 or the Equal Opportunity provisions of Executive Order 11246 of September 24, 1965. The CONSULTANT will abide by all clauses and stipulations in, and as required by Jefferson County Commission Administrative Order 08-4.

b. Solicitations of Subcontractor, Including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding or negotiations made by CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, or national origin.

c. Sanctions of Noncompliance: In the event of the CONSULTANT'S noncompliance with any provisions of this contract, the COUNTY shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:

1. Withholding of payments to the CONSULTANT under the contract until the CONSULTANT complies; and/or
2. Cancellation, termination, or suspension of the contract, in whole or in part.

SECTION 14 - GOVERNING LAW/DISPUTE RESOLUTION:

1. The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, material and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by the laws of the State of Alabama, without giving effect to the conflict of laws rules thereof. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be in the Circuit Court of Jefferson County Alabama, Birmingham Division.

SECTION 15 - STATEMENT OF COMPLIANCE WITH ALABAMA CODE SECTION 31-13-9:

1. 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.

ARTICLE V

Section 1 - Executory Clause:

1. The CONSULTANT specifically agrees that this AGREEMENT shall be deemed executory only to the extent of monies available and no liability shall be incurred by the COUNTY beyond the monies available for that purpose.

2. The CONSULTANT, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself in a manner consistent with such status, that he will neither hold himself out as, nor claim to be an officer or employee of the COUNTY by reason hereof, and then he will not, by reason hereof, make any claim, demand, or application to or for any right or privilege applicable to any officer or employee of Jefferson County, Alabama, including, but not limited to Workmen's Compensation coverage, or retirement membership or credit.

ARTICLE VI

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures, ENGINEERING SERVICE ASSOCIATES, INC. on the 12th day of 2014, and the COUNTY on the day of 2014.
ENGINEERING SERVICE ASSOCIATES, INC.

Celeste T. Lachenmyer, P.E., President

RECOMMENDED:

George Tablack, Chief Finance Officer, Jefferson County

ATTEST:

Minute Clerk

JEFFERSON COUNTY, ALABAMA

W.D. Carrington, President

Jefferson County Commission

Motion was made by Commissioner Stephens seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Stephens, Brown, Bowman and Carrington.

Apr-24-2014-258

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, THAT THE FOLLOWING REPORT FILED BY THE PURCHASING DEPARTMENT BE, AND THE SAME HEREBY IS APPROVED. RECOMMENDATIONS FOR CONTRACTS ARE BASED UPON THE LOWEST BIDS MEETING SPECIFICATIONS.

For Week of 04/01/14 - 04/07/14

1. YOUTH DETENTION CENTER AND PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM REGIONAL PRODUCE, BIRMINGHAM, AL, TO AWARD BID FOR FRESH PRODUCE AS NEEDED FOR THE PERIOD OF MAY 23, 2014 - MAY 22, 2015. REFERENCE BID # 68-14
2. ENVIRONMENTAL SERVICES FROM CONSOLIDATED PIPE & SUPPLY INCORPORATED, BIRMINGHAM, AL, CONTRACT RENEWAL FOR PIPE SUPPLIES (WWTPS) FOR THE PERIOD OF 5/01/2014 - 4/30/15. REFERENCE BID # 86-13
3. COOPER GREEN MERCY HEALTH SERVICES (CGMHS) LABORATORY FROM ROCHE DIAGNOSTICS, INDIANAPOLIS, IN, FOR THE PURCHASE OF ACCU-CHEK INFORM II GLUCOSE METER SYSTEM.
SAP PURCHASE ORDER # 2000078761 \$11,005.25 TOTAL PROVISTA CONTRACT #LB01081
4. GENERAL SERVICES: CRAFTS FROM GORRIE-REGAN & ASSOCIATES, BIRMINGHAM, AL, FOR THE PURCHASE OF EQUIPMENT, INSTALLATION, FREIGHT AND CONFIGURATION FOR OPERATIONS CENTER SLIDE GATE REPLACEMENT. SAP PURCHASE ORDER # 2000078845 \$8,252.95 TOTAL
5. ENVIRONMENTAL SERVICES SEWER LINE CONSTRUCTION FROM MIDSOUTH PAVINGS INCORPORATED (FORMERLY APAC), ATLANTA, GA, FOR THE PURCHASE OF ASPHALT (PLANT MIX) FOR THE PERIOD OF 4/01/14 - 3/31/15. SAP PURCHASE ORDER # 2000078865 \$24,000.00 TOTAL REFERENCE BID # 67-13
6. ENVIRONMENTAL SERVICES FIVE MILE CREEK WWTP FROM AQUA-AEROBIC SYSTEMS INCORPORATED, LOVES PARK, IL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO COVER ADDITIONAL FREIGHT CHARGES FOR REPLACEMENT AERATOR FLOAT. SAP PURCHASE ORDER # 2000076313
CHANGE ORDER \$ 1,250.00 REFERENCE BID # 157-13 PURCHASE ORDER \$15,937.00 TOTAL
7. SHERIFF'S DEPARTMENT FROM MCCAULEY TIMMONS AGENCY, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR FIDELITY BONDS. SAP PURCHASE ORDER # 2000076465
CHANGE ORDER \$ 4,000.00 PURCHASE ORDER \$12,500.00 TOTAL
8. ENVIRONMENTAL SERVICES FIVE MILE CREEK WWTP FROM AQUA-AEROBIC SYSTEMS INCORPORATED, LOVES PARK, IL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO COVER RETURN OF 96" GAUGE AERATOR FLOAT AND TO COVER FREIGHT CHARGES FOR THE 114" GAUGE AERATOR FLOAT.
SAP PURCHASE ORDER # 2000077215 CHANGE ORDER \$ 1,450.00
REFERENCE BID # 157-13 PURCHASE ORDER \$16,137.00 TOTAL

AMENDMENT NO. 1

For Week of 04/01/14 - 04/07/14

AMENDMENT NO. 1

For Week of 03/25/14 - 03/31/14

CHANGE FROM:

- ROADS AND TRANSPORTATION: FLEET MANAGEMENT (FOR JEFFERSON COUNTY SHERIFF'S DEPARTMENT) FROM DONOHOO CHEVROLET LLC, FORT PAYNE, AL, TO PURCHASE SIX (6) CHEVY EXPRESS 1500 CARGO VANS.
SAP PURCHASE ORDER # 2000078868 \$155,940.60 TOTAL
STATE OF ALABAMA CONTRACT # 4012863; T191L

CHANGE TO:

- ROADS AND TRANSPORTATION: FLEET MANAGEMENT (FOR JEFFERSON COUNTY SHERIFF'S DEPARTMENT) FROM DONOHOO CHEVROLET LLC, FORT PAYNE, AL, TO PURCHASE SIX (6) CHEVY EXPRESS 1500 CARGO VANS.
SAP PURCHASE ORDER # 2000078921 \$155,940.60 TOTAL
STATE OF ALABAMA CONTRACT # 4012863; T191L

For Week of 04/08/14 - 04/14/14

- GENERAL SERVICES FROM ADCO COMPANIES LTD, BESSEMER, AL, TO AWARD CONTRACT FOR BOILER REPLACEMENT FOR BESSEMER JAIL FOR THE PERIOD OF 4/24/14 - 4/23/15. SAP PURCHASE ORDER # 2000079054
REFERENCE BID # 47-14R \$18,227.00 TOTAL
- PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM COP FOODS, RICHMOND, VA, CONTRACT RENEWAL FOR ALL NATURAL FRUIT JUICE FOR THE PERIOD OF 6/01/14 - 5/31/15. FIRST RENEWAL.
REFERENCE BID # 64-13
- ENVIRONMENTAL SERVICES: VALLEY CREEK WWTP FROM GRAYBAR ELECTRIC, BIRMINGHAM, AL, TO PURCHASE SQUARE D SUPPLIES (POWER SUPPLY, TERMINAL STRIP, RELAY, BACKPLANE, MODBUS ETHERNET, VDC SINK, U/I ISOLATED FAST). SAP PURCHASE ORDER # 2000078991
US COMMUNITIES CONTRACT: MA-IS-1340234 (GROUP PURCHASE AGREEMENT) \$5,771.44 TOTAL
- ROADS AND TRANSPORTATION: TRAFFIC SIGNAL SHOP BESSEMER, SWARCO INDUSTRIES, COLUMBIA, TN, TO PURCHASE GLASS SPHERES - AASHTO STANDARD TYPE 3 FOR THE PERIOD OF 12/11/12 - 12/10/14.
SAP PURCHASE ORDER # 2000079083 STATE OF ALABAMA CONTRACT #T-155 \$8,167.50 TOTAL
- REVENUE DEPARTMENT FROM DELL MARKETING LP, ROUND ROCK, TX, TO PURCHASE COMPUTERS AND ACCESSORIES FOR THE PERIOD OF 5/01/13 - 4/30/14. SAP PURCHASE ORDER # 2000079187 REFERENCE BID # 77-13
\$125,519.68 TOTAL
- REVENUE DEPARTMENT FROM DELL MARKETING LP, ROUND ROCK, TX, TO PURCHASE PRINTERS AND ACCESSORIES FOR THE PERIOD OF 5/01/13 - 4/30/14. SAP PURCHASE ORDER # 2000079198
REFERENCE BID # 148-13 \$100,719.18 TOTAL
- COOPER GREEN MERCY HEALTH SERVICES FROM MEDSPHERE, CARLSBAD, CA, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR SOFTWARE SUBSCRIPTION SERVICES (MAINTENANCE AND SUPPORT) FOR THE PERIOD OF 10/01/13 - 9/30/14. SAP PURCHASE ORDER # 2000076066 REFERENCE BID # 105-10
CLARITY CONTRACT # CON-00001140

AMENDMENT NO. 1

For Week of 04/08/14 - 04/14/14

- REVENUE DEPARTMENT FROM PPH COLLIER COMPUTERS, BIRMINGHAM, AL TO PURCHASE DOCUMENT IMAGING SCANNERS (EPSON WORKFORCE DS 510). SHOPPING CART # 1000213215 \$31,918.80 TOTAL
STATE OF ALABAMA CONTRACT # T020

Motion was made by Commissioner Stephens seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Stephens, Brown, Bowman and Carrington.

Apr-24-2014-259

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE EXCEPTIONS REPORT FILED BY THE PURCHASING DIVISION for the week of for week of 4/1/14 - 4/7/14 and 4/8/14 - 4/14/14, BE AND THE SAME HEREBY IS APPROVED.

Motion was made by Commissioner Stephens seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Stephens, Brown, Bowman and Carrington.

Apr-24-2014-260

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Encumbrance Report for the week of 4/1/14 - 4/7/14 and 4/8/14 - 4/14/14, be and hereby is approved.

Motion was made by Commissioner Stephens seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Stephens, Brown, Bowman and Carrington.

Apr-24-2014-261

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission does hereby ratify the Jefferson Credit Union Visa credit card statement - closing date March 26, 2014.

Motion was made by Commissioner Stephens seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Stephens, Brown, Bowman and Carrington.

STAFF DEVELOPMENT

Multiple Staff Development

Environmental Services

Brian Rohling	\$2,250.67
Cedric Hayden	\$1,858.75
Water Environment Federation's Technical Exhibition & Conference New Orleans, LA – September 28 - October 2, 2014	

Inspection Services

William Mullins	\$994.48
Bobby Bulloch	\$785.20
Mike Smith	\$785.20
2014 Annual Education Conference of the Code Officials Association of Alabama Orange Beach, AL – May 12-15, 2014	

Individual Staff Development

Budget Management Office

Tracie Hodge	\$1,881.50
GFOA Annual Conference Minneapolis, MN – May 18-21, 2014	

Revenue

Charlistean Lewis	\$225.00
CROAA Class Pelham, AL – May 7-9, 2014	
Bruce Thompson	\$2,512.00
Tax Audit Milford, CT & Boston, MA – May 31 - June 8, 2014	

Roads and Transportation

Kelly Watson	\$415.00
Managing the Consultant Process Online Course	

Kelly Watson	\$415.00
United State Land Titles Online Course	

For Information Only

Sheriff's Office

Tim Green	\$420.00
James Burns	\$420.00
The Reid Technique of Interviewing & Interrogation Columbiana, AL – June 3-6, 2014	
Jude Washington	\$555.17
Justin Tinker	\$555.17
Richard Reid	\$555.17

Kevin Owens	\$555.17
Jason Mize	\$555.17
Lee Kerzic	\$555.17
David Harris	\$555.17
Terry Hale	\$555.17
Aaron Gast	\$555.17
Kelvin Dorsey	\$555.17
Byron DeRamus	\$555.17
Jonathan Craton	\$555.17
Jeremy Comans	\$555.17
Clint Bowden	\$555.17
Myron Bickerstaff	\$555.17
David Bassett	\$555.17
Alabama Narcotics Officer Association Spring Conference Orange Beach, AL – May 5-8, 2014	
Brad Dickey	\$369.38
Gwendolyn Bryatn	\$199.00
Bonita Mitchell	\$199.00
April Johnson	\$199.00
Cedric Thomas	\$199.00
Prison Rape & Sex Assault Investigation Inside Correctional Facilities Montgomery, AL – April 30, 2014	
Jeff Mulkin	\$1,668.62
The Reid Technique of Interviewing & Investigation Atlanta, GA – May 12-16, 2014	
Paige Abbott	\$1,663.33
Advanced Latent Ridgeology Course Youngsville, NC – May 11-16, 2014	
John Mayes	\$801.13
State of Alabama Governors Preparedness Conference Montgomery, AL – March 31- April 3, 2014	

Personnel Board

Tiffany Owens	\$75.00
Inner City Career Connections Career Expo Montgomery, AL – April 18, 2014	
Pete Blank	\$199.00
Lead, Develop and Team Building Huntsville, AL – May 15, 2014	

Motion was made by Commissioner Stephens seconded by Commissioner Brown that Staff Development be approved. Voting “Aye” Stephens, Brown, Bowman and Carrington.

BUDGET TRANSACTIONS

- Cooper Green Mercy Health Services \$0
Add an Executive Exempt Health System Administrator and delete one Staff Nurse, one Medical Clerk and one Communications Operator III.
- Roads and Transportation \$659,080.20
Add purchasing memorandum to purchase the following:

1 Ford Fusion @ \$18,133	2 Ford Explorer 4WD @\$27,065.50
3 Ford F150 ½ Ton SuperCab 4WD @ \$24,622	1 Chevrolet Suburban @ \$37,432.70
6 Ram 1500 QuadCab 4WD @ \$24,327	1 Jeep Patriot Sport 4WD @ \$19,490
1 Ford Explorer 4WD @ \$27,065.50	3 Ford F150 ½ Ton CrewCab @ \$28,048
5 Ford F250 ¾ Ton CrewCab @ \$28,945	2 Ford Explorer 4WD @ \$27,065.50

Motion was made by Commissioner Stephens seconded by Commissioner Brown that the Budget Transactions be approved. Voting “Aye” Stephens, Brown, Bowman and Carrington.

Apr-24-2014-262

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the following banks are hereby appointed as designated depositories for the Treasurer's Office in accordance with provisions of Section 11-1-7 Code of Alabama 1975 for Fiscal year 2014:

Alamerica Bank	Iberia Bank
Bryant Bank	National Bank of Commerce
Cadence Bank	Pinnacle Bank
Citizens Trust Bank	Regions Bank
BB&T	ServisFirst Bank
BBVA Compass Bank	SouthPoint Bank
First Commercial Bank	Wells Fargo
First Financial Bank	

Motion was made by Commissioner Stephens seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Stephens, Brown, Bowman and Carrington.

Apr-24-104-263

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Memorandum of Understanding between Jefferson County, Alabama, d/b/a the Board of Equalization (BOE), the Alabama Department of Revenue and the District Attorney for the Tenth Judicial Circuit of Alabama to represent the State of Alabama and/or the BOE in all tax appeals filed.

MEMORANDUM OF UNDERSTANDING

The following Memorandum of Understanding ("MOU") is entered into between the Alabama Department of Revenue (hereinafter the "Revenue Department"), the District Attorney for the Tenth Judicial Circuit of Alabama (hereinafter the "District Attorney"), and Jefferson County, Alabama d/b/a the Board of Equalization (hereinafter the "BOE"), and is intended to memorialize an agreement whereby the District Attorney will provide and assign a full-time Deputy District Attorney position to be funded by the Reappraisal Fund to represent the State of Alabama and/or the BOE in all tax appeals filed pursuant to Alabama Code §40-3-25 and/or the Expeditious and Economical Tax Appeals Act. The Revenue Department, the District Attorney, and the BOE expressly acknowledge and agree to the following:

1. At all times prior to this MOU, Deputy District Attorneys employed in the Birmingham Division and the Bessemer Divisions of Jefferson County defended the State of Alabama and/or the BOE in all tax appeals filed in the Birmingham and Bessemer Divisions of Jefferson County pursuant to Alabama Code § 40-3-26. In order to accomplish this, a Deputy District Attorney employed in the Birmingham Division and a Deputy District Attorney employed in the Bessemer Division were assigned to defend the State of Alabama and/or the BOE, in conjunction with other civil and criminal responsibilities.
2. Due to the increasing number of appeals and the inherent complexity of the litigation, the parties believes it is in the best interest of the Revenue Department, the District Attorney, and the BOE to provide a dedicated representation of the State of Alabama and/or the BOE in both the Birmingham and Bessemer Divisions of Jefferson County.
3. Therefore, it is hereby agreed that the District Attorney will provide a designated Deputy District Attorney (hereinafter the "BOE Attorney") who will represent the State of Alabama and/or the BOE in all tax appeals filed in the Birmingham and Bessemer Divisions of Jefferson County pursuant to Alabama Code §40-3-25 and/or the Expeditious and Economical Tax Appeals Act.
4. The BOE Attorney shall enter an appearance and provide a defense of the State of Alabama and/or the BOE in every case as described in paragraph 3 herein. Responsibilities will include, but are not limited to, filing responsive pleadings, filing pre-trial motions, taking and defending depositions, conducting pre-trial investigations where appropriate, attending trials, and handling post-trial appeals when necessary. These responsibilities shall be prioritized over all other work handled by the BOE Attorney for the District Attorney. If requested by the District Attorney and subject to the above, the BOE Attorney may also perform duties within the "civil division" of the District Attorney's Office at the direction of the District Attorney.
5. The BOE Attorney shall be compensated by the District Attorney as a State Employee with all of the benefits included therein. The Revenue Department and the BOE shall reimburse the District Attorney for any and all such compensation, inclusive of salary, benefits, step increases and some continuing education from the Reappraisal Fund on an annual basis.
6. The District Attorney shall provide the BOE Attorney with office space, office furniture, office supplies, and computer and phone equipment.
7. The BOE Attorney shall be an employee of the District Attorney and as such will be required to adhere to all policies and procedures

of the District Attorney, including, but not limited to, vacation, sick leave, general attendance, etc. The BOE Attorney shall be classified as an "at will" state employee.

8. This agreement shall remain in full force and effect so long as the Revenue Department and the BOE are able to fully fund the BOE Attorney position with funding from the Reappraisal Fund or from an alternative source. In the event that the Revenue Department and the BOE are no longer able to fund the BOE Attorney position, the District Attorney agrees to provide representation of the State and/or the BOE in the manner provided prior to this agreement in accordance with Alabama Code §40-3-26. The Revenue Department and the BOE agree to provide the District Attorney with at least three (3) months advance notice prior to requesting such change to the representation.

9. This agreement represents the entire agreement between the parties and can only be altered, amended, or terminated by the express written consent of the parties herein.

Entered into this the day of 2014.

Brandon K. Falls, District Attorney - 10th Judicial Circuit

Bill Bass, Director, Property Tax Division - Alabama Department of Revenue

W.D. Carrington, President, Jefferson County Commission

Board of Equalization

Jane S. Mardis

Motion was made by Commissioner Stephens seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Stephens, Brown, Bowman and Carrington.

Apr-24-2014-264

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Amendment to the Agreement between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services and Jimmie Harvey, M.D. to provide Hematology/Oncology services for the period February 28, 2014 - January 31, 2015 in an amount not to exceed \$120,586.

Contract ID: CON-00004859

Jimmie H. Harvey, Jr., MD

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services "the County" and Jimmie H. Harvey, Jr., MD, hereinafter referred to as "Hematology/Oncology Provider," is hereby effective on February 1, 2014 as follows:

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract.

NOW THEREFORE, in consideration of the above, the parties hereto agree as follows:

The contract between the parties which was approved by the Jefferson County Commission on February 28, 2013, and recorded in Minute Book 164; Page(s) 455-460, is hereby amended as follows:

Extend the completed date of this contract from February 1, 2014 to January 31, 2015.

Compensation shall not exceed \$120,586.00

Note that Exhibit A has changed.

- Section 3.1.1 Insurance shall be amended to state in its entirety "County agrees to reimburse provider \$1,079 for year one, and

\$2,507.00 for year 2 of medical malpractice liability insurance, with minimum limits of liability of One Million Dollars per incident and Three Million Dollars in the aggregate, upon delivery of a certificate of insurance. Said medical malpractice liability coverage should be exclusive to the provider's support of the County's Hematology-Oncology services."

- 3.1.4 Time Records. Physician performing services hereunder agrees to record promptly and maintain; all such information regarding his/her services as is reasonably required by County to review services rendered hereunder. Physician shall submit to County on or before fifth (5th day of each month documentation of hours worked during the immediately preceding month performing his/her duties hereunder. (Exhibit B1, 132 and C)

- 5.18 Non-Discrimination Policy. The County is strongly committed to equal opportunity and it encourages contractors to share this commitment. The Physician agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate against any person otherwise qualified solely because of race, religion, sex, national origin, age, veteran status or disability

- All other terms and conditions of the original contract remain the same.

JEFFERSON COUNTY, ALABAMA

W. D. CARRINGTON, President

PROVIDER

Jimmie Harvey, Jr., MD

Motion was made by Commissioner Stephens seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Stephens, Brown, Bowman and Carrington.

Apr-24-2014-265

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Master Agreement between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Systems and Truven Health Analytics, Inc. for subscription services to an internet-based healthcare database known as MicroMedex for the period February 1, 2014 - January 31, 2015 in the amount of \$14,988.

Motion was made by Commissioner Stephens seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Stephens, Brown, Bowman and Carrington.

Apr-24-2014-266

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services and Blount Linen Services to provide laundry services on an as needed basis for the period October 1, 2013 - September 30, 2016 at a cost of \$.50 per pound based on clean linen weight.

CONTRACT NO: 0000

RFP NO.101-13

LAUNDRY SERVICE

THIS AGREEMENT entered into this 1st day of October 2013, by and between Jefferson County, Alabama, hereinafter called "the County", and Blount Linen Services located at 402 Blue Bell St, Oneonta, AL 35121 hereinafter called "the Contractor". The effective date of this agreement shall be October 1, 2013.

WHEREAS, the County desires to contract for Laundry Service for Jefferson County Cooper Green Mercy Health Services, hereinafter called "Cooper Green Mercy Health Services", and

WHEREAS, the Contractor desires to furnish said services to the County.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: This Contract results from Jefferson County's Request for Proposal No. 101-13 dated May 6, 2013, the terms of which are included herein by reference. Jefferson County, Alabama d/b/a Jefferson County Cooper Green Mercy Health Service desires to enter into contract with a Contractor to provide laundry services for their facility on an as needed basis as described below:
 - Clean Linen Delivery and Soiled Linen Pick-Up Service The contractor will be expected to provide consistent pick-up and delivery services in accordance with schedule as provided by the location. Clean linen will be delivered in bulk and soiled linen will be collected based on the facility's needs.
Linen carts for bulk delivery and soil transportation will be provided at no additional cost.
 - Soiled Sorting/Handling To ensure the best possible washing and finishing quality, all linens need to be pre-sorted into distinct categories in accordance with item specifications, while all waste is removed before processing. The bidder is expected to observe universal precautions at all times as it pertains to the handling of soiled healthcare linens.
 - Linen Processing
Linens are processed daily on a fixed schedule. As linens are received, soiled weights are recorded; as goods are finished and packed for delivery, clean weights and pieces are also recorded.
 - Linen Reclamation
Normal rewashing is provided for linen that is not satisfactorily clean after regular processing.

- **Stained/Torn Linen Rejects** The provider will be expected to pull all "unacceptable stained/torn" linen before shipment to any facility. Any linen received and deemed unacceptable by the facilities shall be returned and accepted for full credit.
- **Cart Packing**
After sanitizing, linen carts are filled with clean linens. Carts are to be covered for protection during transport with a heavy-gauge poly liner, or cart cover for the unit specific order carts, which holds linen securely while providing a deterrent to pilferage as well. Any and all coverings used by the provider must be approved by the facility before use. A complete description must be included with the proposal package.
- **Shipping Documentation**
Each linen cart has a packing list that specifies the quantity of each linen item per cart, the weight of the cart and the weight of the clean linen. Each delivery is accompanied by a manifest, which provides a summary of all carts delivered that day.
- **Circulating Linen Inventory**
It is a generally accepted principle that adequate supplies of circulating linen inventory are essential to an effective service program. The contractor will jointly establish par levels for each linen item, and the contractor must continually monitor these to ensure needs and requirements are met.
- **Internal Linen Distribution**
The facilities will retain internal clean linen distribution and soiled linen collections responsibilities unless otherwise specified. Timely and full collection of all soiled linens is essential to ensure the circulating linen inventory is not compromised. The Contractor should be prepared to assume responsibility and quote services based on the specific needs of the facility if needed.
- **Linen Program Coordinator**
The provider must assign a customer service representative who will work directly with the facilities authorized contact person. The customer service representative will ensure customer satisfaction and facilitate linen utilization programs and systems. The customer service representative should also be empowered to satisfy service needs and will be fully supported by the vendor's management team.
- **Quality Assurance**
Each user of this service places a high value on quality and service excellence. The provider's approach to quality assurance shall be provided in the proposal. The quality program should include monitoring and measure indicators to ensure service excellence including customer feedback.
- **Quality Assurance (cont.)**
The quality program should include monitoring processes to ensure the production of clean, bright linen and identify and appropriately handle stained and torn linen. This program consists of, but is not limited to:
 - The use and testing of wash formulas to ensure sanitization, with regular monitoring to ensure wash solutions have the correct pH to preserve linen life and to enhance patient comfort.
 - The treatment of stained linens with special formulas for stain removal, to facilitate return of the linens to useful life.
 - Routine determination to ensure water hardness levels are not interfering with the proper functioning of chemicals in the wash formulas.
 - Periodic inspections of clean linens prior to shipment. Each piece must be inspected.
 - Results of inspection findings must be recorded and an internal preshipment reject rate must be tracked.
 - Taking cultures of linen, machinery, and material handling equipment and submitting to an independent laboratory for analysis when requested.

This program consists of, but is not limited to:

- Tracking of our delivery and pick-up times at the locations we serve. Tracking and measurement of our fill-rate performance (i.e., are we delivering the quantities of linen requested).
- Routine sampling of end-user satisfaction through use of a questionnaire. We have procedures in place for correcting those areas found to be deficient and our quality assurance tools are available for customer review.
- **Linen Utilization** The provider is expected to take an active role in working with each facility in an effort to reduce linen usage. Less linen used translates into immediate cost savings. In concert with each facility, and provide resources, education, and training aids in an ongoing campaign to continually reduce linen use.

The provider is expected to work with each facility to design a program with the intent of identifying opportunities to reduce linen usage without compromising patient care.

- **Linen Usage Software**
The provider is expected to provide a user-friendly linen usage Web-based software program for use at each facility. The software tracks usage by user areas and calculates maximum and minimum delivery levels for each item. The system not only recommends

pars for each area or unit specific order cart but also provides information to allow examination of each unit's linen costs. The software should have the capability to be used to charge back linen costs to user areas. This tool should also help target units with exceptionally high linen utilization and help identify usage trends.

- **Lost and Found Articles**

Provider will ensure that any items found in the incoming soiled linen are set aside, marked with the customer's name for safe keeping, and returned.

- **Emergency Back Up Support**

Provider must explain preparation and contingency planning in proposal section entitled "project approach". Contingency and Emergency Plans must address; 1) Bad weather, 2) equipment or utility failures in the laundry or Plant emergency, 3) transportation or accident delays, or 4) specific crisis affecting individual facilities.

- **Linen Advisory Committee**

If not currently in place, awardee must be prepared to establish a Linen Advisory Committee to help establish each facilities linen policies, procedures, and protocols if requested. Vendor will provide expertise and leadership to this committee.

- **Additional Services**

Provider must have the capability to provide a wide array of additional services, including but not limited to; pack assembly capability, the ability to provide specialty items (e.g., wet mops, dust control mops, unit specific order cart service), specialty packaging, and other related laundry and linen services.

- **Facility Inspection**

Upon notification, provider must be ready to provide a tour of laundry and other company facilities.

3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK** The term of the contract is for three years October 1, 2013 through September 30, 2016.

4. **COMPENSATION:** The Contractor shall be compensated for services rendered as follows:

Option 2: Three (3) year contract with thirty (30) day cancellation provision. Cost \$.50 per pound based of clean linen weight.

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 Jefferson County. Should Jefferson County authorize Blount Linen Service, Inc. to subcontract (assign) any portion of this contract, Blount Linen Service, Inc. will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, Blount Linen Service, Inc. must maintain a continuous effective business relationship with the sub-contractors) 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 agreement are to be delivered 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, Birmingham Division

7. **STATEMENT OF CONFIDE:** Contractor 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 Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for Workmen's Compensation, FICA taxes, Occupational Taxes, all applicable federal, state and

local taxes, etc. and that the County will not be obligated for same under this contract.

9. **NON- DISCRIMINATION POLICY:** The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status. The Contractor 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.

10. **MISCELLANEOUS REQUIREMENTS:** Upon execution of this contract, the Contractor shall furnish the Jefferson County Finance Department 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 County with a thirty (30) 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 County shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the Contractor of any liability to the County for damages sustained by virtue of a breach by the Contractor.

12. LIABILITY:

A. The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY.

B. The Contractor will indemnify and save harmless the COUNTY, its elected officials and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of the Contractor, its agents, subcontractors or employees under this Contract COUNTY agrees, to the extent allowed by law, to indemnify and save harmless the Contractor, its corporate officers and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of services to the COUNTY its agents, subcontractor or employees under this contract..

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 an 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:

Client: Cooper Green Mercy Health Services
1515 6th Avenue South
Birmingham, AL 35233

Copy to: Jefferson County Commission
Finance Department
716 N Richard Arrington
Suite 820
Birmingham, AL 35203

14. AMENDMENT OF AGREEMENT: This Contract contains the entire understanding of the parties, and no change of any term or provision of the Contract shall be valid or binding unless so amended by written instrument which has been executed or approved by the County. Any such amendment shall be attached to and made a part of this Contract. A written request must be made to the County and an amended agreement will be executed.

15. INSURANCE: Contractor will maintain such insurance as will protect him and the County 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 not later than seven (7) days after purchase order date Contractor must have adequate General and Professional liability insurance of \$1,000,000 per occurrence.

16. STATEMENT REGARDING BANKRUPTCY: Jefferson County filed for chapter 9 bankruptcy protection on November 9, 2011. The County filed for chapter 9 so it can pursue a readjustment of its debts under the protection of the federal bankruptcy laws. While it is in chapter 9, the County will continue to operate its business and affairs in the ordinary course. Maintaining business relationships with the County's vendors and suppliers is critical to the County's restructuring efforts. Accordingly, the County Commission has resolved that it will pay its trade debts that arose before the County filed for chapter 9 as and when those debts become due, so long as the vendor to whom such debt is due continues to provide goods and services to the County while it is in chapter 9 on the same terms that it provided goods and services to the County before it filed for chapter 9. Also, any goods and services provided to the County after it filed for chapter 9 will, of course, be paid by the County in accordance with the parties' agreed upon terms.

The County appreciates greatly the support that our vendors and suppliers have provided us over the years, and will continue to provide during this time of restructuring.

17. HOLD HESS AND INDEMNIFICATION: Contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed against or imposed upon County 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 subcontractors, their employees, agents or representatives 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 company and/or its subcontractors or claims under similar such laws or obligations. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees. Before beginning work, contract party shall file with the County 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 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; 3) Worker's Compensation and Employer's

Liability.

18. COUNTY FUNDS PAID: Contractor and the Contractor representative signed below certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made communicated to any such-governing body-member or employee or official as inducement or consideration for this Agreement.

19. REFUND IN THE EVENT OF BREACH Any violation of this certification shall constitute a breach and default of this Agreement which shall be cause for termination. Upon such termination Contractor shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

20. 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.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals or caused these presents to be executed by their duly authorized representative.

CONTRACTOR:

JEFFERSON COUNTY, ALABAMA

Trent L. Martin, President

W. D. Carrington, President - Jefferson County Commission

Motion was made by Commissioner Stephens seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Stephens, Brown, Bowman and Carrington.

Apr-24-2014-267

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execution a Service Contract between Jefferson County, Alabama and MW/Davis Dumas & Associates, Inc. to provide engineering design and to prepare AIA contract documents/complete plans and specifications for the domestic water pump system at the 2121 Building in the amount of \$30,000.

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into this April 1, 2014, by and between Jefferson County Commission, hereinafter called "the County, and MW/Davis Dumas & Associates, Inc. located at 2720 3rd Avenue South, Birmingham, Alabama 35233 hereinafter called "the Consultant."

WHEREAS, the County desires to contract for Engineering Consulting Services for the design and conversion from a domestic water tank holding distribution system to a domestic water pump distribution system at the Jefferson County 2121 Building.

WHEREAS, the Consultant desires to furnish said services to the General Services Department;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

ENGAGEMENT OF CONSULTANT: The County hereto agrees to engage the Consultant and the Consultant hereby agrees to perform the services hereinafter set forth.

SCOPE OF SERVICES: Prepare and provide AIA construction contract documents / complete plans and specifications for Divisions 22 Plumbing and 26 Electrical, as required to meet the state bids laws for competitive bid procurement of the desired project. Conduct Contractor pre-bid, bid and pre-construction meetings, bid evaluation and recommendations, development of Owner Contractor agreement, review Contractor shop drawings and submittal data, site visits and final construction observation as necessary for the successful completion of desired project.

TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The term of the contract is for twenty four months beginning April 1, 2014 through March 31, 2016 or project completion if sooner.

COMPENSATION: Mechanical Engineering services to be performed on an hourly basis at rates listed per Attachment "A" with a "Guaranteed Maximum" billing per said scope of work of thirty thousand dollars (\$30,000.00). Payments due upon receipt.

Reimbursable Expenses: Reimbursable expenses will include printing, reprographic services, CADD plotting, travel, delivery, courier and shipping and other miscellaneous in-house and outside services incurred while providing said service will be billed at cost. Fee for Electrical sub consultant will be at rate of (x 1.1) times their invoiced amount. All sub consultant fees and reimbursable cost are included

within the "Guaranteed Maximum" compensation listed above. Project advertisement is in addition to the above stated Guarantee Maximum fee, and will be billed as a pass through expense at (x1.0) actual invoiced amount.

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:

Consultant: MW/Davis Dumas & Associates, Inc.
Attention; Mr. Robert A. Hommerson, PE
2720 3rd Avenue South
Birmingham, Alabama 35203

Copy to: Jefferson County Commission
General Services Department
Director of General Services
716 Richard Arrington Jr. Blvd. North
Room 1
Birmingham, AL 35203

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals or caused these presents to be executed by their duly authorized representative.

Consultant	Jefferson County, Alabama
James Sam Davis, Jr., P. E., President	W. D. Carrington, President - Jefferson County Commission

Motion was made by Commissioner Stephens seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Stephens, Brown, Bowman and Carrington.

Apr-24-2014-268

WHEREAS the Jefferson County Housing Authority has requested that Jane Bailey be re-appointed for another term; and
WHEREAS, Jane Bailey desires to be re-appointed to the Jefferson County Housing Authority; and
WHEREAS, this appointment of a second term which will begin upon approval by the Commission.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that Jane Bailey is hereby re- appointed to the Jefferson County Housing Authority with term ending September 10, 2018.

Motion was made by Commissioner Stephens seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Stephens, Brown, Bowman and Carrington.

Apr-24-2014-269

RESOLUTION OF THE JEFFERSON COUNTY COMMISSION OF
WITH RESPECT TO
AMENDING THE PREVIOUS COUNTY ZONING RESOLUTIONS
UNDER THE PROVISIONS OF ACTS 344 & 581, 1947 GENERAL ACTS
AND ACTS 422 & 634 GENERAL ACTS OF ALABAMA

WHEREAS, pursuant to the provisions of the above Acts 581, 422 and 634 of the General Acts of Alabama, aforesaid and upon the recommendations of the Jefferson County Planning and Zoning Commission, this Jefferson County Commission did advertise a public hearing as prescribed by law, and

WHEREAS, this County Commission did hold such public hearing, as advertised, in the Jefferson County Courthouse, Birmingham, Alabama for the purpose of entertaining a public discussion of the amendment at which parties in interest and citizens were afforded an opportunity to voice their approval or raise objections, and

WHEREAS, after due consideration of the recommendations aforesaid and as a means of further promoting the health, safety, morals

and general welfare of the County, this Jefferson County Commission does hereby approve and adopt the herein contained amending provisions for the purpose among others, of lessening congestion in roads and streets; encouraging such distribution of population and such classification of land uses as will tend to facilitate economical drainage, sanitation, education, recreation and/or occupancy of the land in the County.

BE IT FURTHER RESOLVED that the President is hereby authorized and directed to execute all zoning maps and detail sheets and documents as may be necessary and appropriate to carry out this action.

Z-2013-024 Jeanne Carden, owner; Cole Williams, agent; request a change of zoning on Parcel ID# 43-11-4-0-4.0, in Section 11 Twp 20 Range 5 West from A-1 (Agriculture) to C-1 {Commercial} for general retail (Dollar General). (Case Only: 5545 Eastern Valley Road, McCalla, AL 35111 I)(MCCALLA)(5.9 Acres M/L)

Rezoning to be contingent upon approval of a preliminary drainage study and a traffic impact study by the Department of Roads and Transportation; also contingent upon the approval of a site plan and architectural renderings by the Planning & Zoning Commission to also include a 6' privacy fence 10' from the north/east property line and a row of 6' Leyland Cypress trees placed 10' on-center between the fence and the property line; and contingent upon the submission of a legal description for only the property to be rezoned in conjunction with the proposed development.

Z-2014-004 Stephen G. and Carol Tate, owners; N. Andrew Rotenstreich, agent; requests a change of zoning on part of Parcel ID# 31-14-3-1-67, in Section 14 Twp 18 Range 5 West from R-1 (Single Family) to U-2 (Communication Tower) for a 180-foot cellular communication tower. (Case Only: 1371 Rock Creek Road, Hueytown, 35023)(CONCORD)(0.2 Acres M/L)

Restrictive Covenant: The zoning on the property will revert to R-1 if the development is not permitted before March 13, 2016.

Z-2014-005 Alawest – AL, LLC, owner; N. Andrew Rotenstreich, agent; requests a change of zoning on part of Parcel ID# 3-12-2-0-11, in Section 12 Twp 14 Range 3 West from A-1 (Agriculture) to U-2 (Communication Tower) for a 250-foot cellular communication tower. (Case Only: 765 Knopf Drive, Warrior, 35180)(WARRIOR)(0.2 Acres M/L)

Restrictive Covenant: The zoning on the property will revert to A-1 if the development is not permitted before March 13, 2016.

Motion was made by Commissioner Stephens seconded by Commissioner Brown that rezoning cases Z-2013-024, Z-2014-004 and Z-2014-005 be approved. Voting "Aye" Stephens, Brown, Bowman and Carrington.

Apr-24-2014-270

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Precision Graphics, Inc. to print and mail voter notification cards in the amount of \$7,038.

CONTRACT FOR SERVICES

THIS AGREEMENT entered into this day of , by and between Jefferson County, Alabama, hereinafter called "the County", and PRECISION GRAPHICS, INC., hereinafter called "the Contractor". The effective date of this agreement shall be _____.

WHEREAS, the County desires to contract for professional services to the Jefferson County Commission, hereinafter called "the County"; and

WHEREAS, the Contractor desires to furnish said professional services to the Jefferson County, Alabama, Board of Registrars;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: The contract results from the need for the Jefferson County, Alabama, Board of Registrars to mail the voter file of the entire County in compliance with National Voter Registration Act and the Help America Vote Act. This contract describes the scope of services called for and the response contains the statements and representations of the Contractor, thereto. The entire response from PRECISION GRAPHICS, INC., is adopted herein by reference. This contract constitutes the entire agreement between the parties. The scope of services are as follows, but not limited to:

DESCRIPTION OF SERVICES:

- A. Mail service for approximately 400,000 includes: one customer supplied file, download file, presort, variable setup oner version of card.
- B. Postcard 5.5 x 4.125 imprint black side black print without bleeds.
- C. Postcard shell 5.5 x 4.125 prints offset black on one side of #75 high bulk 7 pt stock shell one version.
- D. Cass certification of the mailout.

PRICE OF SERVICES: \$7,038.00

3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to vendor services to the Jefferson County Commission after the effective date of this Contract. Pricing is valid for the length of time as noted on the quote.
4. **ASSIGNMENT:** No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without consent of Jefferson County. Should Jefferson County authorize the successful offeror to subcontract (assign) any portion of this contract, the successful offeror will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the successful offeror must maintain a continuous effective business relationship with the sub-contractors) 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 for legal ramifications, due to non performance.
5. **STATEMENT OF CONFIDENTIALITY:** Contractor 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 be made known to any party or parties for any reason whatsoever, except as required, or where disclosure is required by law or mandated by a court of law.
6. **COMPENSATION:** The Contractor shall be compensated for services rendered in section two of said contract. Payment terms are net thirty (30) days after receipt of invoice.
7. **INDEPENDENT CONTRACTOR:** The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for all applicable Federal, State and Local taxes, etc. and the County will not be obligated for same under this contract.
8. **MISCELLANEOUS REQUIREMENTS:** Upon execution of this contract, the Contractor shall furnish the Jefferson County Finance Department with information required for Form 1099 reporting and other pertinent data required by later.
9. **LIABILITY:** The Contractor shall not, without prior written permission of the County specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the County.
10. **AMENDMENT OF AGREEMENT:** This Contract contains the entire understanding of the parties, and no change of any term or provision of the Contract shall be valid or binding unless so amended by written instrument which has been executed or approved by the County. Any such amendment shall be attached to and made part of this Contract. A written request must be made to the County and an amended agreement will be executed.
11. **PROTECTION DAMAGE:** Contractor will be responsible for any damage to property of the County or others caused by him, his employees or subcontractors, and will replace and make good such damage. The contractor will maintain adequate protection to prevent damage to his work and property of others, and take all necessary precautions for the safety of his employees and others.

The contractors will comply with all safety laws and regulations in effect in the locality.
12. **NON-DISCRIMINATION POLICY:** Both parties agree that all services rendered under this Contract will be done so without regard to race, color, sex, age, national origin, religion or disability.
13. **CANCELLATION:** Failure to deliver as specified and in accordance with the bid submitted, including promised delivery, will constitute sufficient grounds for cancellation of the order at the option of the County Commission.
14. **TERMINATION OF CONTRACT:** This contract may be terminated by the County with a thirty (30) 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 County shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the contractor of any liability to the County for damages sustained by virtue of a breach by the contractor.
15. **HOLD HARMLESS, INDEMNIFICATION AND INSURANCE:** Contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed against or imposed upon County 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 subcontractors, their employees, agents or representatives 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 company and/or its subcontractors or claims under similar such laws or obligations. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees. Before beginning work, contract party shall file with the County 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 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; 3) Worker's Compensation and Employer's Liability.
16. **GOVERNING LAW/DISPUTE RESOLUTION:** The parties shall agree that the contract agreement is made and entered into in Jefferson County, Alabama, and that all services, materials and equipment to be rendered pursuant to said contract agreement are to be delivered to

Jefferson County, Alabama. The interpretation and enforcement of this contract agreement will be governed by laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this contract agreement shall be the Circuit Court of Jefferson County, Alabama, Birmingham Division.

17. LAWS AND REGULATIONS: All applicable State of Alabama and federal laws, ordinances, licenses and regulations of a governmental body having jurisdiction shall apply to this Contract and are incorporated here by reference. A Jefferson County business license will be required before work begins.

18. VIOLATION: Any violation of this certification shall constitute a breach and default of this Agreement which shall be cause for termination.

19. LIMITATION OF LIABILITY: Neither party shall be liable for any incidental, indirect, special or consequential damages under this agreement, even if the party has been advised of their possibility. This limitation of liability applies both to products and services customer purchases under this agreement. Both parties total liability arising out of , or in connection with, any event or series of connected events occurring in connection with this agreement shall not exceed the value of the products or services purchased by customer pursuant to this agreement subject to the claim.

IN WITNESS WHEREOF, the parties have here unto set their hands and seals or caused these presents to be executed by their duly authorized representative.

WITNESS: JEFFERSON COUNTY, ALABAMA
W. D. Carrington, President - Jefferson County Commission

WITNESS: PRECISION GRAPHICS, INC.

Motion was made by Commissioner Stephens seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Stephens, Brown, Bowman and Carrington.

Apr-24-2014-271

WHEREAS, the polling location, Precinct 1300, New Beginnings Methodist Church located at 2133 32nd Avenue North, Birmingham, AL 35207, is no longer allowing the use of their facilities as a polling place; and

WHEREAS, the North Birmingham Library branch located at 2501 31st Avenue North, Birmingham, AL 35207, has been made available for a polling precinct

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the polling precinct located at New Beginnings Methodist Church relocate to the North Birmingham Library branch.

Motion was made by Commissioner Stephens seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Stephens, Brown, Bowman and Carrington.

Apr-24-2014-272

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 2 to the Agreement between Jefferson County, Alabama and Creative Wellness Institute to provide services for the Strong Girls Program for the period December 1, 2013 - November 30, 2014 in the amount of \$144,390.

Contract ID: CON-00005780

Reference: CON-00003291

AMENDMENT TO THE CONTRACT NO. 2

This is an Amendment to the Contract by and between Jefferson County, Alabama (hereinafter referred to as the "County Commission") and Creative Wellness Institute, (hereinafter referred to as "the Contractor").

WITNESSETH:

WHEREAS, the Jefferson County Commission desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the contract.

NOW, THEREFORE, in consideration of the above, the parties hereto agree as follows:

The contract between the parties referenced above, which was approved by the Jefferson County Commission on the 14th day of February 2012, and recorded in the Minute Book 162, Page 610-612, is hereby amended as follows:

- Item 3. Amend the Terms of Work paragraph as follows: The contract renewal for an additional year. This contract will be effective December 1, 2013 through November 30, 2014.
- Item 4. Amend the Compensation paragraph as follows: The Contractor shall be compensated for services rendered at a total cost of \$144,390.00 payable in 12 equal monthly payments of \$12,032.50 each.
- All other terms and conditions to the original contract remain the same.

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

Jefferson County Commission

Eve Laxer, Creative Wellness Institute Director

Motion was made by Commissioner Stephens seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Stephens, Brown, Bowman and Carrington.

Apr-24-2014-273

WHEREAS, the Alabama Administrative Office of Courts (A.O.C.) has concluded that under current Alabama Law, the responsibility for court security is the responsibility of the County and the Sheriff; and

WHEREAS, courtroom security is currently provided by bailiffs in the Criminal and Family Court Divisions and these bailiffs are no longer funded by the A.O.C.; and

WHEREAS, the courts in the Criminal and the Family Court Divisions cannot operate without adequate security and

WHEREAS, it is in the best interest of the County for the courts to expedite cases in as timely a manner as possible.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized to execute on behalf of the County an agreement with the A.O.C. to provide reimbursement to the A.O.C. for employment costs for said bailiffs in the Birmingham and Bessemer Divisions of the Tenth Judicial Circuit not to exceed the maximum amount of \$833,293.89 appropriation for Fiscal Year 2013-2014.

MEMORANDUM OF AGREEMENT
BETWEEN THE ADMINISTRATIVE OFFICE OF COURTS
AND
THE JEFFERSON COUNTY COMMISSION

This agreement is between the Alabama Administrative Office of Courts (A.O.C.) and the Jefferson County Commission ("Commission"). This agreement is entered into as a result of the recognition by the parties that court security is the responsibility of both the A.O.C. and the County and the Sheriff. The bailiffs and other court personnel who provide such security are employees of the State of Alabama but the Commission is making this commitment because without it the Courts of Jefferson County could not continue to operate at their current level of security.

1. The Commission agrees to reimburse the A.O.C. for the total costs of bailiffs working in the Courts of Jefferson County, Birmingham and Bessemer Divisions (the "Jefferson County Courts"), in a maximum amount not to exceed \$833,293.89.
2. The specific employees who will be paid from the funds furnished by the Commission are those employees of the Circuit and District Criminal Judges and the Family Court Judges of the Birmingham and Bessemer Divisions of the Court and have been selected and designated by the Presiding Judge of Jefferson County and identified with salaries on Exhibit A attached. Some of these employees will be entitled to specific individual merit increases during the term hereof which amounts shall be added as appropriate. As these individuals leave the employment of the Jefferson County Courts, the commission's obligation will be reduced correspondingly. As the vacancies are filled, the County's obligation shall be increased correspondingly, but not to exceed the maximum amount set out in paragraph one, above.
3. This agreement is for the State Fiscal Year of October 1, 2013 until September 30, 2014 and will expire at that time.
4. In a timely manner, the A.O.C. will send an itemized bill to the Presiding Judge of the Tenth Judicial Circuit for audit and preparation for payment.
5. The A.O.C. will immediately notify the Presiding Judge of the Tenth Judicial Circuit and the Chairman of the Commission in the event that the A.O.C. receives funding from the Alabama Legislature or any other source for the purpose of paying security personnel and/or additional operating costs of the Unified Court System. Thereupon, A.O.C. and the Commission shall confer and consider a reduction or termination of the Commission's participation herein.
6. This agreement may be cancelled at will by the Commission upon giving written notice to the A.O.C. at least thirty (30) days prior to such termination.

7. It is understood by the parties that Section II of Act No. 2004-562, the General Fund Appropriations Act, authorized counties to make donations, gifts or contributions to state departments and other entities to be automatically re-appropriated to such state departments and other entities for purpose or purposes for which the grant or contribution was or shall be made.

8. It is also understood that failure of any entity or official to make the payments set forth, above will result in the layoff (merit) or termination without prejudice (non-merit) of the affected employees.

IN WITNESS WHEREOF, the parties have executed this agreement this 24th day of April, 2014.

ALABAMA ADMINISTRATIVE OFFICE OF COURTS

_____, Administrative Director of Courts

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

Motion was made by Commissioner Stephens seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Stephens, Brown, Bowman and Carrington.

Apr-24-2014-274

WHEREAS, The Jefferson County Commission and the City of Birmingham entered into a month-to-month contract for animal control services with BJC Animal Control Services, Inc., beginning October 1, 2007; and

WHEREAS, said month-to-month contract requires the parties to give thirty (30) days notice prior to termination of said contract.

NOW THEREFORE BE IT RESOLVED THAT THE JEFFERSON COUNTY COMMISSION hereby approves the extension of the aforementioned contract for an additional thirty (30) days.

Motion was made by Commissioner Stephens seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Stephens, Brown, Bowman and Carrington.

Apr-24-2014-275

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Inter-Cooperation Agreement between Jefferson County, Alabama, the Sheriff of Jefferson County, Alabama and the City of Birmingham, Alabama and The Board of Trustees of The University of Alabama for The University of Alabama Hospital for care of the mentally ill for the period October 1, 2013 - September 30, 2016.

CONTRACT NO: 453-14

PROFESSIONAL SERVICES CONTRACT

INTER-COOPERATION AGREEMENT FOR CARE OF THE MENTALLY ILL

This Agreement entered into as of the Effective Date set forth below, by and between JEFFERSON COUNTY, ALABAMA, the SHERIFF of Jefferson County, Alabama and the CITY OF BIRMINGHAM, ALABAMA (hereinafter collectively referred to as "the CONSORTIUM"), and THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA FOR THE UNIVERSITY OF ALABAMA HOSPITAL (hereinafter referred to as "HOSPITAL").

WHEREAS, the parties are jointly concerned with and desirous of continuing a procedure for providing prompt care and evaluation of suspected mentally disturbed persons pending initiation of commitment proceedings in accordance with Alabama Act 353 (1975).

WHEREAS, the City, the County, the Sheriff, and the Hospital desire to enter into an Inter-cooperation Agreement establishing such a procedure.

WHEREAS, the Hospital desires to furnish said services to the Consortium.

NOW, THEREFORE, upon and in consideration for the mutual promises and covenants contained herein and for other valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. ENGAGEMENT OF CONTRACTOR The Consortium hereto agrees to engage the Hospital and the Hospital hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES The Hospital shall provide professional services and hospitalization for the mentally ill.
 - A. Non-Violent
 1. City and/ or Sheriff shall immediately transport to the Hospital emergency room and render such assistance as needed pending and

during psychiatric evaluation.

2. Officers are allowed to leave the Emergency Department once the patient has been evaluated and a decision has been made to admit the patient, even if no beds are currently available.

3. Hospital shall perform as soon as possible an examination and recommend disposition of the individual. If recommended, Hospital may admit the individual to the hospital. If any individual is admitted to the hospital hereunder, the Hospital shall notify the Judge of Probate of such admission no later than the next business day following transmission. The Hospital shall notify the Department of Psychiatry of the need for consultation on those individuals needing psychiatric evaluation.

B. Violent

1. City and/ or Sheriff shall immediately transport to the Hospital emergency room and render such assistance as needed pending and during psychiatric evaluation.

2. Officers are allowed to leave the Emergency Department once the patient has been evaluated and a decision has been made to admit the patient, even if no beds are currently available.

3. Hospital shall perform as soon as possible an examination and recommend disposition of the individual. If recommended, Hospital may admit the individual to Hospital. If any individual is admitted to the hospital hereunder, the Hospital shall notify the Judge of Probate of such admission no later than the next business day following transmission. The Hospital shall notify the Department of Psychiatry of the need for consultation on those individuals needing psychiatric evaluation.

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK The term of the contract is from October 1, 2013 (the "Effective Date") through September 30, 2016.

4. COMPENSATION

A. The Hospital will furnish quarterly invoices and spreadsheets to the County and the City that include the following:

1) Account Number, 2) Patient Name, 3) Dates Patient Treated, 4) Detailed Account of Services provided for each patient, 5) Amount due for each patient, 6) Which Municipality brought patient to Emergency Room, and 7) Supply the pro rata share that is invoiced to Birmingham, Jefferson County and Sheriff.

B. The Hospital shall be compensated for services as follows:

Part a. Emergency Evaluation and Hospitalization of persons suspected of Mental Illness. Hospital In-Patient rate per patient for each day each person stay in the hospital will be:

\$700.00 per patient hospitalization; City of Birmingham \$175.00, Jefferson County \$525.00.

Hospital will cap the number of patients billed per day to no more than five (5) patients under both Part a. and Part b. of the contract, regardless of how many patients receive services form Hospital.

Part b. The daily professional rate for provision of these services will be \$118.00; City of Birmingham \$29,00, Jefferson County \$89.00. Payment for psychological testing provided under Part a. and ordered by a Departmental Psychiatrist will be:

\$448.00 per standard battery of test; City of Birmingham \$111.50, Jefferson County \$336.50

\$698.00 per extended battery of tests; City of Birmingham \$174.00 Jefferson County \$524.00

Psychiatric consultation at Hospital will be billed to Jefferson County at the rate of \$158.00 for each consultation

Emergency room psychiatric services at Hospital will be provided for the annual sum of \$74,988; City of Birmingham \$1,562.00 per month, Jefferson County \$4,687.00 per month

C. The above rates are for services provided which are not covered by other third party payors including private insurers, Medicaid and Medicare. Persons brought under this agreement covered by other payors will be billed to other payors until such time as their benefits are exhausted. When benefits are exhausted the patients will be considered as occupying one of the inter-cooperation beds.

Part c. In no event shall the total amount of the City's obligation for the time periods from the Effective Date through June 30, 2014, and during each subsequent twelve-month period from July 1 through June 30 during the term of this contract from exceed Three Hundred Seventy Five Thousand and No/1 00 Dollars (\$375,000.00) per each such twelve (12) month period.

D. Billing for services provided under this contract will be billed monthly by Hospital Billing Office to:

Director of Finance
City of Birmingham
Room 205
710 North 20th Street, 1st Floor
Birmingham, AL 35203

Office of the Mayor
City of Birmingham
710-20th Street North, 3rd Floor
Birmingham, Alabama 35203

Finance Department
Jefferson County Commission

Suite 820
716 Richard Arrington Jr. Blvd. N
Birmingham, AL 35203

Probate Judge Alan King
Attn: Jackie Rhodes
716 Richard Arrington Jr. Blvd N
Suite 100
Birmingham, Alabama 35203

5. **WARRANTY** Hospital warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Alabama, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement, and the individual executing the Agreement on behalf of Hospital has been duly authorized to act for and bind Hospital.

6. **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 Consortium. Should Consortium authorize Hospital to subcontract (assign) any portion of this contract, Hospital will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, Hospital must maintain a continuous effective business relationship with the sub-contractors) 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

7. **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 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 overall disputes arising under this Agreement shall be the Circuit Court of Jefferson County Alabama, Birmingham Division

8. **STATEMENT OF CONFIDENTIALITY** Hospital 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.

9. **INDEPENDENT CONTRACTOR** The Hospital acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Hospital is obligated for Workmen's Compensation, FICA taxes, Occupational Taxes, all applicable federal, state and local taxes, etc. and that neither the County nor the City will not be obligated for same under this contract.

10. **NON-DISCRIMINATION POLICY** The County and the City are strongly committed to equal opportunity in solicitation of Contract Services. Hospital agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status.

The Hospital and the County acknowledge and agree that the City, as a matter of public policy, encourages minority and women-owned business participation to the maximum extent possible. This policy includes Historically Under-utilized Business Enterprises such as architectural firms, engineering firms, investment banking firms, other professional service providers, and construction contractors as part of the City's business, economic and community revitalization programs.

11. **MISCELLANEOUS REQUIREMENTS** Upon execution of this contract, the Hospital shall furnish the Jefferson County Finance Department and the City of Birmingham Finance Director with information required for Form 1099 reporting and other pertinent data required by law.

12. **TERMINATION OF CONTRACT** This contract may be terminated by Jefferson County and or by the City of Birmingham with a thirty (30) day written notice to the other parties, regardless of reason. Any violation of this contract shall constitute a breach and default of this contract. Upon such breach, the County or the City shall have the right to immediately terminate this contract and withhold further payments. Such termination shall not relieve the Hospital of any liability to the County or the City for damages sustained by virtue of a breach by the Hospital.

13. **LIABILITY** The Hospital shall not, without prior written permission of the Consortium specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the Consortium.

14. **HOLD HARMLESS AND INDEMNIFICATION** Consortium and Hospital shall each be responsible for any and all liability resulting from the acts and/or omissions of their respective employees, officers, directors, agents and contractors. Neither party shall be liable for any liability resulting from the acts and/or omissions of the other party's employees, officers, directors, agents and contractors. Neither party will indemnify, hold harmless, or defend the other party or any third party for any liability that may result from activities under this Agreement.

15. **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:

Client:	Akofa Bonsi UAB MEB 300 619 19th Street South Birmingham, AL 35294	Copy to:	Probate Judge Alan King Attn: Jackie Rhodes 716 N Richard Arrington Jr. Blvd. Suite 100 Birmingham, AL 35203
Copy to:	Jefferson County Manager 716 Richard Arrington Jr. Blvd N Room 251 Birmingham, AL 35203		Jefferson County Attorney's Office 716 Richard Arrington Jr. Blvd N Room 280 Birmingham, AL 35203
Copy to:	Office of the Mayor City of Birmingham 710 20th Street North, 3rd Floor Birmingham, AL 35203		City Clerk's Office City of Birmingham 710 20th Street North, 3rd Floor Birmingham, AL 35203
Copy to:	City Attorney City of Birmingham 710 20th Street North, 6th Floor Birmingham, AL 35203		Jefferson County Sheriff's Office Attn: Sheriff Mike Hale 2200 Reverend Abraham Woods Jr. Blvd Birmingham, AL 35203

16. AMENDMENT OF AGREEMENT This Contract contains the entire understanding of the parties, and no change of any term or provision of the Contract shall be valid unless amended by written instrument which has been executed or approved by all of the parties. Any such amendment shall be attached to and made a part of this Contract.

17. INSURANCE The Hospital, an agency of the State of Alabama agrees to be responsible for any and all third party claims that arise as a result of the negligent acts and omissions of the Hospital, its officers, employees and agents in the performances of the work that is subject of this agreement. Hospital maintains a formal self insurance program to cover claims against the Institutions and it=s employees, with limits of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate.

18. FUNDS PAID Hospital and the Hospital's representative signed below certify by the execution of this Agreement that no part of the funds paid by the Consortium pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the Consortium or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.

Any violation of this certification shall constitute a breach and default of this Agreement, which shall be cause for termination. Upon such termination Hospital shall immediately refund to the Consortium all amounts paid by the Consortium pursuant to this Agreement.

19. IMMIGRATION LAW COMPLIANCE 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.

20. GENERAL PROVISIONS The parties do not intend to create a separate legal entity to conduct the transactions contemplated by this Contract and the administration of the undertakings shall be by the Consortium and the Hospital, as provided in this contract. Any of the funds belonging to the City or the County which are not due and owing to the Hospital and which have not been expended upon the expiration of the term of this Contract shall be retained by such party upon termination of the Contract.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals or caused these presents to be executed by their duly authorized representative.

CONSORTIUM:
JEFFERSON COUNTY, ALABAMA
W.D. Carrington, President
Jefferson County Commission
MIKE HALE, Sheriff

ATTEST:

Lee Frazier, City

Approved As To Form by the Law Department:

_____, Assistant City Attorney

CITY OF BIRMINGHAM, ALABAMA

William A. Bell Sr., Mayor

HOSPITAL:

BOARD OF TRUSTEES OF THE UNIVERSITY

OF ALABAMA FOR THE UNIVERSITY OF ALABAMA

HOSPITAL

Patricia Raczynski

Associate Vice President for Financial Affairs

Motion was made by Commissioner Stephens seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Stephens, Brown, Bowman and Carrington.

Apr-24-2014-276

WHEREAS, the Jefferson County Commission previously approved a resolution on May 30, 2013 in Minute Book 165, Page 72 authorizing an Agreement between Jefferson County, Alabama and One Roof for a Federal Emergency Solutions Grant (HESG12-HMIS-OR).

NOW, THEREFORE BE IT RESOLVED, by the Jefferson County Commission that the President is hereby authorized and directed to execute the Amendment to extend the contract period to June 30, 2014. This Agreement is from Program Year 2012 Federal funds.

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and between Jefferson County, Alabama through the Office of Community & Economic Development, hereinafter called "the County," and One Roof (HESG12-HMIS-OR), hereinafter called "the Contractor" to provide services and shelter for the homeless in Jefferson County. The effective date of this agreement shall be May 30, 2013.

WITNESSETH:

WHEREAS, the County desires to amend the contract; and WHEREAS, the Contractor desires to amend the contract; and NOW, THEREFORE, in consideration of the above, the parties hereto agree as follows:

The contract between the parties which was approved by the Jefferson County Commission on May 30, 2013, in Minute Book 165, Page 72, is hereby amended as follows:

The purpose of this Amendment is to extend the contract period to June 30, 2014.

All other terms and conditions of the original contract remains the same.

JEFFERSON COUNTY, AL

W.D. Carrington, President

Jefferson County Commission

CONTRACTOR

Michelle Farley, Executive Director

One Roof

Motion was made by Commissioner Stephens seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Stephens, Brown, Bowman and Carrington.

Apr-24-2014-277

WHEREAS, Brown Mackie College desires to provide occupational training to Adult participants.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Adult ITA agreement with Brown Mackie College for Program Year 2013. The effective period is March 1, 2014 through June 30, 2014. The amount paid under the agreement depends on the number of students trained.

Motion was made by Commissioner Stephens seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye"

Stephens, Brown, Bowman and Carrington.

Apr-24-2014-278

WHEREAS, the Jefferson County Commission previously approved a resolution on October 21, 2013 in Minute Book 165, Page 443 authorizing an Agreement between Jefferson County, Alabama and Sentell Engineering Inc. for the Concord Drainage Improvements Project (CDBG-DR-12-031-U03-CDI).

NOW, THEREFORE BE IT RESOLVED, by the Jefferson County Commission that the President is hereby authorized and directed to execute the Amendment to extend the contract period an additional 195 calendar days. The new completion date is March 1, 2015. This Agreement is from Program Year 2012 Federal funds.

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and between Jefferson County, Alabama through the Office of Community & Economic Development, hereinafter call "the County," and Sentell Engineering Inc., hereinafter call the "the Contractor" to provide engineering services for the Concord Drainage Improvements Project (CDBG-DR-12-031-U03-CDI). The effective date of this agreement shall be October 21, 2013.

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor desires to amend the contract.

NOW, THEREFORE, in consideration of the above, the parties hereto agree as follows:

The contract between the parties which was approved by the Jefferson County Commission on October 21, 2013, in Minute Book 165, Page 443, is hereby amended as follows:

1. The purpose of this Amendment is to extend the contract time an additional 195 calendar days. The new completion date is March 1, 2015.

All other terms and conditions of the original contract remains the same.

JEFFERSON COUNTY, AL
W.D. Carrington, President
Jefferson County Commission

CONTRACTOR
Gilbert Sentell, P. E., P.L.S.
Sentell Engineering, Inc.

Motion was made by Commissioner Stephens seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Stephens, Brown, Bowman and Carrington.

Apr-24-2014-279

BE IT RESOLVED, by the Jefferson County Commission that the president, W. D. Carrington, be and he is authorized, directed and empowered to execute an Agreement between Jefferson County, Alabama and CEAssociates Engineering Consultants for engineering services associated with the Fairfield Sidewalk Improvements (CDBG13-03M1-FSW).The fee for these services shall not exceed Thirty Three Thousand Three Hundred Fifty and 00/100 Dollars (\$33,350.00) and will be paid for in full with federal funds. This project is from the Program Year 2013 funds.

Motion was made by Commissioner Stephens seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Stephens, Brown, Bowman and Carrington.

Apr-24-2014-280

WHEREAS, Jefferson County, Alabama has been designated as a recipient of Community Development Block Grant (CDBG) federal funds for the 2013-2014 program year; and

WHEREAS, Jefferson County Commission desires to enter into a Public Service contract agreement with The People Development Center for an amount not to exceed \$10,000.00.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President is authorized, directed and empowered to execute the contract agreement between Jefferson County, Alabama and The People Development Center (CDBG13-05-M1-PDC) for an amount not to exceed Ten Thousand and no/100 Dollars (\$10,000.00). This Agreement is from Program Year 2013 federal funds.

Motion was made by Commissioner Stephens seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Stephens, Brown, Bowman and Carrington.

Communication was read from Roads & Transportation recommended the following;

1. AT&T Corporation to install 680' of buried cable at 266 Shades Crest Road in Hoover.
2. Birmingham Water Works to install 110' of 6" water main along Tanner Road in Bagley.
3. Fultondale Gas Boar. to install 6,306' of 4" gas main on Mt. Olive Road from Rosemary Road to I-65.
4. Fultondale Gas Board to install 5,\$65' of 4" gas main on Mt. Olive Road from Rosemary Road to New Found Road.
5. Trussville Utilities Board to install J 33' of 1" gas main and 163' of 2" water main at the intersection of Chalkville Road and Green Drive.

Motion was made by Commissioner Stephens seconded by Commissioner Brown that the Utility Permits be approved. Voting "Aye" Stephens, Brown, Bowman and Carrington.

Apr-24-2014-281

BE IT RESOLVED by the JEFFERSON COUNTY COMMISSION, that upon the recommendation below the following transaction is hereby approved and the Finance Department is directed to make payment as stated.

Recommended by: Tracy A. Pate, P.E. Interim Director/County Engineer
 Department: Roads & Transportation
 Date: April 11, 2014
 Purpose: Payment to Sharon A. Shaddix for acquired Right of Way 0.016 acres, more or less and the TCE contains 0.019 acres, more or less (site address) – 3400 Ivy Chase Circle, Hoover, AL 35226
 Project No. STPBH-7020(601) - Patton Chapel Rd - Ph. III – Tr. 12 Agent: Alan K. Dodd
 Price: \$4,910.00
 Pay to the order of: Sharon A. Shaddix
 Mailing Address: 3400 Ivy Chase Circle
 Hoover, AL 35226

Fund #4022000000, Bus. Area 5100 - Object 515710 - Fund Center - 5100000000 - Functional Area THR0 - WBS C.132.D.
Check Delivery Code 84

Motion was made by Commissioner Stephens seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Stephens, Brown, Bowman and Carrington.

Apr-24-2014-282

BE IT RESOLVED by the JEFFERSON COUNTY COMMISSION, that upon the recommendation below the following transaction is hereby approved and the Finance Department is directed to make payment as stated.

Recommended by: Tracy A. Pate, P.E. Interim Director/County Engineer

Department: Roads & Transportation
Date: April 14, 2014
Purpose: Payment to Eloise J. Halbert for acquired Right of Way 0.004 acres, more or less and the TCE contains 0.004 acres, more or less (site address) – 3428 Ivy Chase Circle, Hoover, AL 35226
Project No. STPBH-7020(601) - Patton Chapel Rd - Ph. III – Tr. 22 Agent: Alan K. Dodd
Price: \$4,440.00
Pay to the order of: Eloise J. Halbert
Mailing Address: 3428 Ivy Chase Circle
Hoover, AL 35226

Fund #4022000000, Bus. Area 5100 - Object 515710 - Fund Center - 5100000000 - Functional Area THR0 - WBS C.132.D.

Check Delivery Code

Motion was made by Commissioner Stephens seconded by Commissioner Brown that the above resolution be adopted. Voting “Aye” Stephens, Brown, Bowman and Carrington.

Apr-24-2014-283

BE IT RESOLVED by the JEFFERSON COUNTY COMMISSION, that upon the recommendation below the following transaction is hereby approved and the Finance Department is directed to make payment as stated.

Recommended by: Tracy A. Pate, P.E. Interim Director/County Engineer
Department: Roads & Transportation
Date: April 14, 2014
Purpose: Payment to Joe A. Akin, Jr. for acquired Right of Way 0.006 acres, more or less and the TCE contains 0.001 acres, more or less (site address) – 3432 Ivy Chase Circle, Birmingham, AL 35226
Project No. STPBH-7020(601) - Patton Chapel Rd - Ph. III – Tr. 23 Agent: Alan K. Dodd
Price: \$4,810.00
Pay to the order of: Joe A. Akin, Jr.
Mailing Address: 3432 Ivy Chase Circle
Birmingham, AL 35226

Fund #4022000000, Bus. Area 5100 - Object 515710 - Fund Center - 5100000000 - Functional Area THR0 - WBS C.132.D.

Check Delivery Code 84

Motion was made by Commissioner Stephens seconded by Commissioner Brown that the above resolution be adopted. Voting “Aye” Stephens, Brown, Bowman and Carrington.

Apr-24-2014-284

BE IT RESOLVED by the JEFFERSON COUNTY COMMISSION, that upon the recommendation below the following transaction is hereby approved and the Finance Department is directed to make payment as stated.

Recommended by: Tracy A. Pate, P.E. Interim Director/County Engineer
Department: Roads & Transportation
Date: April 14, 2014
Purpose: Payment to Kenneth R. Sullivan for acquired Right of Way 0.007 acres, more or less (site address) – 3436 Ivy Chase Circle, Hoover, AL 35226 Project No. STPBH-7020(601) - Patton Chapel Rd - Ph. III – Tr. 24
Agent: Alan K. Dodd
Price: \$5,010.00
Pay to the order of: Kenneth R. Sullivan
Mailing Address: 3436 Ivy Chase Circle
Hoover, AL 35226

Fund #4022000000, Bus. Area 5100 - Object 515710 - Fund Center - 5100000000 - Functional Area THR0 - WBS C.132.D.

Check Delivery Code 84

Motion was made by Commissioner Stephens seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Stephens, Brown, Bowman and Carrington.

Apr-24-2014-285

BE IT RESOLVED by the JEFFERSON COUNTY COMMISSION, that upon the recommendation below the following transaction is hereby approved and the Finance Department is directed to make payment as stated.

Recommended by: Tracy A. Pate, P.E. Interim Director/County Engineer
Department: Roads & Transportation
Date: April 14, 2014
Purpose: Payment to Ronald A. Carballo for acquired Temporary Construction Easement that contains 0.047 acres, more or less (site address) – 3328 Teakwood Road, Birmingham, AL 35226
Project No. STPBH-7020(601) - Patton Chapel Rd - Ph. III – Tr. 27 Agent: Alan K. Dodd
Price: \$1,020.00
Pay to the order of: Ronald A. Carballo
Mailing Address: 3328 Teakwood Road
Birmingham, AL 35226

Fund #4022000000, Bus. Area 5100 - Object 515710 - Fund Center - 5100000000 - Functional Area THR0 - WBS C.132.D.

Check Delivery Code 84

Motion was made by Commissioner Stephens seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Stephens, Brown, Bowman and Carrington.

Apr-24-2014-286

BE IT RESOLVED by the JEFFERSON COUNTY COMMISSION, that upon the recommendation below the following transaction is hereby approved and the Finance Department is directed to make payment as stated.

Recommended by: Tracy A. Pate, P.E. Interim Director/County Engineer
Department: Roads & Transportation
Date: April 14, 2014
Purpose: Payment to Lorenza F. Huggins, Jr. for acquired Temporary Construction Easement that contains 0.028 acres, more or less (site address) – 3345 Pembroke Lane, Birmingham, AL 35226
Project No. STPBH-7020(601) - Patton Chapel Rd - Ph. III – Tr. 70 Agent: Alan K. Dodd
Price: \$605.00
Pay to the order of: Lorenza F. Huggins, Jr.
Mailing Address: 3345 Pembroke Lane
Birmingham, AL 35226

Fund #4022000000, Bus. Area 5100 - Object 515710 - Fund Center - 5100000000 - Functional Area THR0 - WBS C.132.D.

Check Delivery Code 84

Motion was made by Commissioner Stephens seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Stephens, Brown, Bowman and Carrington.

Apr-24-2014-287

A RESOLUTION DECLARING ONE UNDERCOVER SHERIFF'S OFFICE VEHICLE SURPLUS AND
AUTHORIZING THE SHERIFF TO REPLACE THIS VEHICLE WITH A VEHICLE PURCHASED WITH
COURT-AWARDED FUNDS

WHEREAS, the Jefferson County Commission has established a fund, known as the Confiscated Funds, which receives its revenue from money awarded by the Court of Jefferson County to conduct drug/undercover abatement programs through the Jefferson County Sheriff's Office; and

WHEREAS, the Jefferson County Sheriff's Office has previously purchased from these confiscated funds specialized vehicles for use in undercover related work; and

WHEREAS, one of these vehicles has exceeded its operability as an undercover vehicle.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the following vehicle be declared surplus and that the Jefferson County Sheriff be and hereby is authorized to dispose of said vehicle which will be replaced at a later date with a vehicle that is purchased with funds awarded by the Courts for undercover enforcement.

AO56203 Nissan Pathfinder

Motion was made by Commissioner Stephens seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Stephens, Brown, Bowman and Carrington.

Motion was made by Commissioner Brown seconded by Commissioner Stephens that the following item be added as New Business. Voting "Aye" Brown, Stephens, Bowman and Carrington

Apr-24-2014-288

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, THAT THE FOLLOWING REPORT FILED BY THE PURCHASING DEPARTMENT BE, AND THE SAME HEREBY IS APPROVED. RECOMMENDATIONS FOR CONTRACTS ARE BASED UPON THE LOWEST BIDS MEETING SPECIFICATIONS.

1. REVENUE - ADMINISTRATION FROM BELL MEDIA INDOORS, LLC, MONTGOMERY, ALABAMA FOR PURCHASE OF 104 BARCODE SCANNERS @ \$120 PER UNIT. SHOPPING CART # 1000213291 \$12,480.00 TOTAL
2. REVENUE - ADMINISTRATION FROM BELL MEDIA INDOORS, LLC, MONTGOMERY, ALABAMA FOR PURCHASE, INSTALLATION AND MAINTENANCE OF 5 SMART SCREEN MONITORS. SHOPPING CART # 1000213388 \$8,214.00 TOTAL

Motion was made by Commissioner Stephens seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Stephens, Brown, Bowman and Carrington.

Motion was made by Commissioner Brown seconded by Commissioner Stephens that the following item be added as New Business. Voting "Aye" Brown, Stephens, Bowman and Carrington.

Apr-24-2014-289

WHEREAS, there are several communities that are affected by flooding due to the rising waters of Valley Creek after a heavy rainfall; and

WHEREAS, the City of Bessemer has passed a resolution seeking help from local, state, and federal agencies; and

WHEREAS, the Jefferson County Commission stands with the City of Bessemer in their attempt to seek help for their citizens, from state and federal government agencies as well as the Army Corp of Engineers.

NOW THEREFORE BE IT THEREFORE RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission will support Bessemer City Council Resolution Number 121-14 (attached) seeking this assistance.

RESOLUTION NO.121-14

RESOLUTION REQUESTING FEDERAL, STATE & COUNTY ASSISTANCE

DUE TO THE CONTINUAL FLOODING OF VALLEY CREEK II THE CITY OF BESSEMER, ALABAMA

WHEREAS, Valley Creek is a body of water flowing freely through the City of Bessemer (the "City"), County of Jefferson, State of Alabama, United States of America; and

WHEREAS, Valley Creek leaves its banks during storms due to the quantity of rain fall during any one storm event and storm water drainage from Northern parts of Jefferson County thereby flooding the homes and automobiles of residents of the City of Bessemer, Alabama; and

WHEREAS, the United States Army Corp of Engineers has jurisdiction over Valley Creek and has in times past dredged Valley Creek to alleviate flooding in Bessemer, Alabama, but has taken no such action in several years; and

WHEREAS, the Mayor and Council of the City of Bessemer, Alabama, desire and request that the Army Corp of Engineers, the State of Alabama, Jefferson County and other agencies work together to take such action as is necessary to alleviate the flooding of homes of residents of the City of Bessemer, Alabama; and

WHEREAS, the Mayor and Council do request that the federal government, the State of Alabama and Jefferson County work with tire City to find a permanent and viable solution for the residents of the City of Bessemer suffering from the continued flooding of Valley Creek.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Bessemer, Alabama, at a regularly scheduled meeting with a quorum being present, as follows:

1. The Mayor of the City shall be and hereby is authorized to use the services of the City Engineer, the City Attorney and all other municipal resources to seek a resolution to the flooding of homes due to the increase in the volume of water situated in Valley Creek.
2. The Mayor of the City shall be and hereby is authorized to request the United States Army Corp of Engineers to dredge Valley Creek and take such other action as is necessary to find a resolution to the continuing suffering of the residents of Bessemer due to said flooding.
3. The Mayor of the City shall request assistance from the members of Congress and the United States Senate to find a resolution to the Valley Creek flooding in the City of Bessemer.
4. That the Mayor of the City shall request assistance from the Governor of the State of Alabama and various departments of the State to find a resolution to the Valley Creek flooding in the City of Bessemer.
5. That the Mayor of the City shall request assistance from the Jefferson County Commission to find a resolution to the Valley Creek flooding in the City of Bessemer.
6. That the City Clerk of the City of Bessemer, Alabama, is hereby requested to send a Copy of this Resolution to each of the persons and entities identified herein requesting their assistance.
7. That this resolution shall become effective immediately upon its adoption as required by law.

ADOPTED this the 15th day of April, 2014.

Sarah W. Belcher

President, City Council

Attest: Beverly Wheeler

Acting City Clerk

APPROVED this the 15th day of April, 2014.

Kenneth E. Gulley

Mayor, City of Bessemer

Motion was made by Commissioner Brown seconded by Commissioner Bowman that the above resolution be adopted. Voting "Aye" Brown, Bowman, Carrington and Stephens.

Motion was made by Commissioner Brown seconded by Commissioner Stephens that the following item be added as New Business. Voting "Aye" Brown, Stephens, Bowman and Carrington.

Apr-24-2014-290

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Russo Corporation to construct and maintain a sewage diversion and make repairs to the damaged sewer lines and manholes within the ravine along the rear of the properties along Creekview Drive and Swiss Lane in the Country Club Highlands of Hoover subdivision that were damaged or destroyed by floodwaters, subject to approval by the Jefferson County Human Resources Department and the County Attorney's Office.

Motion was made by Commissioner Brown seconded by Commissioner Bowman that the above resolution be adopted. Voting "Aye" Brown, Bowman, Carrington and Stephens.

PROCLAMATION

WHEREAS, getting 30 minutes of moderate physical activity, such as a brisk walk, at least five times a week can result in significant health benefits such as lowering the risk of developing or dying from cardiovascular disease, hypertension, type 2 diabetes and improving the health of muscles, bones and joints; and

WHEREAS, the U.S. Department of Health and Human Services estimates the cost to treat illness and chronic disease caused by inactive lifestyles is nearly \$1,000 for every family in America, every year; and

WHEREAS, physical activity is vital to the well-being of all Americans and National Walk@Lunch Day® is an opportunity for Americans to carve time out of their busy work schedules to exercise and become healthier; and

WHEREAS, National Walk@Lunch Day is a workplace walking event that encourages employees to walk during their lunch break, making exercise a convenient and easy choice during the day; and

WHEREAS, many states will participate in National Walk@Lunch Day, improving the health of those residents, step-by-step;

NOW, THEREFORE, JEFFERSON COUNTY, does hereby proclaim Wednesday, April 30, 2014, as National Walk@Lunch Day in the County, and encourages all citizens to recognize the importance of walking as part of a healthy lifestyle.

DATED this the 24th day of April, 2014.

Thereupon the Commission Meeting was recessed.

The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 9:00 a.m., Thursday, May 8, 2014.

President

ATTEST

Minute Clerk