

STATE OF ALABAMA)

JEFFERSON COUNTY) August 14, 2014

The Commission convened in regular session at the Birmingham Courthouse at 9:00 a.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 4 - Joe Knight

District 5 - David Carrington

Motion was made by Commissioner Stephens seconded by Commissioner Brown that the Minutes of July 24, 2014, be approved. Voting "Aye" Stephens, Brown, Bowman, Carrington and Knight.

The Commission met in Work Session on August 12, 2014, and approved the following items to be placed on the August 14, 2014, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Items 1 through 11 and one additional item.
- Commissioner Brown, Community Service and Roads and Transportation Committee Items 1 through 14, excluding Item 7.
- Commissioner Carrington, Administrative Services Committee - Items 1 through 8.
- Commissioner Knight, Land Planning and Development Services, Emergency Management Agency, Board of Registrars and Courts, Inspection Services Committee Items 1 through 7, excluding Item 2.
- Commissioner Stephens, Finance & Information Technology Committee Items 1 through 37, excluding Item 30 and 31, plus one additional item.

A Public Hearing was held to receive comments on the request from William R. Warren, Huel Franklin, John H. & Vicki Myers and Clinton J. & Mildred Gilbert for vacation of a portion of a dedicated road right of way on Black River Drive.

Aug-14-2014-640

WHEREAS, William R. Warren, and Huel Franklin, and John H. and Vicki Myers, and Clinton J. and Mildred Gilbert are/is the owner(s) of the land abutting the following described road right-of-way, situated in Jefferson County, Alabama, to-wit:

DESCRIPTION OF PROPERTY TO BE VACATED:

Part of Black River Drive:

Commence at the SE corner of Lot 6 according to the Map of Part of M.B. Roberts Estate as recorded in Map Book 4 Pg. 23 in the Bessemer Probate Office of Jefferson County for the Point of Beginning of the 30 ft. wide right of way of Black River Drive to be vacated. Said right of way lying southerly of and abutting the southerly lot lines of Lots 6 thru 9 of said survey. Thence run westerly along said southerly lot lines of Lots 6 thru 9 to the easterly lot line of Lot M of said survey and the end of this right of way.

Also, that 30 ft. wide right of way lying between the easterly lot line of Lot 10 and the westerly lot line of Lot 10A of said survey.

All of said right-of-way to be vacated lies in the SE ¼ of Section 26, Township 17 South Range 7 West.

WHEREAS, the above owner(s) are desirous of vacating said tract of land described above and requests that the assent of the County Commission of Jefferson County, Alabama, be given as required by law in such cases:

That after vacation of the above described tract of land located as above described, and all public rights and easements therein, convenient means of ingress and egress to and from the property will be afforded to all other property owners owning property in or near the tract of land embraced in said map, plat or survey by the remaining streets, avenues or highways dedicated by said map, plat or survey.

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, that it assents and it does hereby assent to said, William R. Warren, and Huel Franklin, and John H. Myers and Vicki Myers and Clinton J. Gilbert and Mildred Gilbert, the tract of land as above described and that the above-described property be and the same is hereby vacated and annulled, and that all public rights and easements therein divested of the property; subject, however, to all existing rights-of-way or easements for public utilities and to all utility facilities presently situated in said area vacated subject to this provision. A check in the amount of \$100 has been received for administrative fees.

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

Aug-14-2014-641

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-2014-017 Shirley Porter, owner; Ogden Deaton, agent; requests a change of zoning on Parcel ID# 13-28-3-1-21, in Section 28 Twp 16 Range 2 West from I-4 (Industrial Park) to I-1 (Light Industrial) for an industrial, medical, and specialty gas company to operate a filling facility and engage in wholesale sales of specialty gas and related supplies. (Case Only: 3577 Industrial Parkway, Birmingham, 35217)(PINSON VALLEY)(7.8 Acres M/L)

Motion was made by Commissioner Knight seconded by Commissioner Brown that Z-2014-017 be approved. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

Z-2014-018 Wright Homes, Inc, owners; Richard Wright, agent; requests a change of zoning on Parcel ID# 38-36-4-1-6.4, in Section 36 Twp 19 Range 4 West from A-1 (Agriculture) to R-1 (Single Family) for a three-lot single family residential subdivision. (Case Only: 2444 Southwood Trace, Bessemer, 35022)(MORGAN)(1.85 Acres M/L)

Motion was made by Commissioner Stephens seconded by Commissioner Bowman that Z-2014-018 be approved. Voting "Aye" Stephens, Bowman, Carrington and Knight. Commissioner Brown was not in Commission Chambers for this vote.

Aug-14-2014-642

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby acknowledges its receipt of the following described matter approved by the Personnel Board of Jefferson County.

Agreement with the following.

- a. AdTrav Travel Management - travel services for FY14-15 - amount not to exceed \$150,000
- b. Freedom Reporting - transcription services for FY14-15 - \$60,000
- c. TekLinks - maintenance and support of VMware for the period July 11, 2014- July 10, 2017 - \$9,564.72
- d. Infor, Inc. - migrate from Lawson 9.01 to 10.0 including hosting/annual maintenance/consulting for the period July 8, 2014 - July 7, 2017 - \$794,824

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute the Agreement to Provide Professional Engineering Services for Five Mile Creek Waste Water Treatment Plant Vertical Screw Conveyor - Conversion to Top-end Drive between Jefferson County, Alabama and Flournoy Engineering and Consulting, LLC.

AGREEMENT TO PROVIDE PROFESSIONAL ENGINEERING SERVICES

FOR

Five Mile Creek Waste Water Treatment Plant

Vertical Screw Conveyor - Conversion to Top-end Drive

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 OWNER, and Flournoy Engineering and Consulting 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 OWNER for the consideration hereinafter mentioned with payment to be administered by the OWNER to accomplish the analysis and reporting for the engineering design, bidding and construction administration services as outlined in the Scope of Work.

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

CONSULTANT shall design and develop engineering drawings and develop construction project documents for conversion of the vertical screw conveyors to be top driven rather than bottom driven, provide engineering services during bidding of those improvements, and provide project management services during construction of those improvements. The scope of the design, bidding and construction services is described in detail in Attachment A.

SECTION 1 – OBLIGATION OF CONSULTANT TO OWNER

The obligations of the CONSULTANT to the OWNER are outlined in detail in Attachments A and B.

SECTION 2 – OBLIGATION OF OWNER TO THE CONSULTANT

It is understood that the OWNER will:

1. Furnish requirements for the project and provide full information as to its requirements for the project.
2. 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 project.
3. Designate a project manager to coordinate CONSULTANT's work and to assist as OWNER's representative with respect to the work to be performed under this AGREEMENT.
4. Examine studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the CONSULTANT and render decisions in writing pertaining thereto within a reasonable time so as not to delay the services of the CONSULTANT.
5. Guarantee legal access to and make all provisions for the CONSULTANT to enter upon public and private lands as required for the CONSULTANT to perform the work under this AGREEMENT.
6. Advertise for proposals from bidders, open the proposals at the appointed time and place, and pay for all costs incidental thereto.
7. Give prompt written notice to the CONSULTANT whenever the OWNER observer's or otherwise becomes aware of any defect in the project.
8. Negotiate any right-of-way or easements with property owners.
9. Record right-of-way or easement acquisition documents in the Probate Office of Jefferson County.
10. Assume all costs of archaeological and vegetative studies, if required.
11. Assume all costs of public hearings, if required.
12. OWNER will operate any plant equipment as necessary and reasonable to carry out the scope of work.

SECTION 3 – CONFERENCES AND VISITS TO SITE

1. Conferences outlined in the scope of work will be held at the reasonable request of either the OWNER or the CONSULTANT to discuss matters pertinent to any phase of the project.
2. Requests for visits to the site may be made by the OWNER or the CONSULTANT in conjunction with any other party or parties.

ARTICLE II – TIME OF BEGINNING AND COMPLETION

- A. The CONSULTANT agrees to start work on the professional services outlined under Article I of this AGREEMENT within ten (10) days after receipt of written notice from the OWNER to proceed. The OWNER will not notify the CONSULTANT to commence work until this AGREEMENT has been formally approved by both parties.
- B. The work shall be completed within 120 calendar days of receipt of Notice to Proceed in accordance with the schedule in Attachment

C to this contract. Should delays attributable to causes beyond the control of the CONSULTANT be encountered, the OWNER may adjust the amount of this contract by amendment, so as to reflect the cost of additional expense items and additional fee, if any, arising from the change.

C. 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.

D. The Contract shall remain in full effect until completion of the Scope of Work and acceptance of final payment by the CONSULTANT, up to the maximum term allowed by law.

ARTICLE III – PAYMENT

SECTION 1 – FEE

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 provided herein, and subject to and in conformity with all provisions of this AGREEMENT, the OWNER will pay the CONSULTANT as follows:

For the work contemplated under Article I, Section 1, compensation shall be computed on the basis of a Cost Not to Exceed amount to be paid based on man-hours and other expenses incurred at the schedule of standard charges attached as Attachment E. The contract shall include a maximum cost of twenty-two thousand four hundred and ten dollars (\$ 22,410.00) as further defined in Attachment D.

The above represents the CONSULTANT'S best estimate of anticipated hours and costs to perform this contract. Payment shall be made, not more often than once monthly, in amounts evidenced by the submittal of vouchers and invoices by the CONSULTANT to the OWNER (indicating labor and other incurred costs) and along with other evidence of performance as the OWNER may deem necessary. The OWNER shall pay the CONSULTANT within ten (10) days of receipt of the CONSULTANT's payment request by the Jefferson County Finance Department.

SECTION 2 – FINAL ACCEPTANCE

The acceptance by the CONSULTANT of the final payment shall constitute and operate as a release to the OWNER 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 OWNER.

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 OWNER 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 OWNER in writing and receive approval from the OWNER prior to performing such work. In the event the OWNER 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 OWNER. If such deletion or reduction becomes desirable, the CONSULTANT will be given advance notice and an equitable reduction in the CONSULTANT'S fee 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 OWNER all documents and data pertaining to the work or to the project, which material shall become the property of the OWNER. All original tracings or maps and other engineering data furnished to the OWNER by the CONSULTANT shall bear thereon the endorsement of the CONSULTANT. Notwithstanding any provision to the contrary contained in this Agreement, CONSULTANT shall retain sole ownership to its preexisting information including but not limited to computer programs, software, standard details, figures, templates and specifications. Any reuse of the documents prepared by CONSULTANT under this Agreement for other than their specific intended purpose will be at the discretion of the OWNER.

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 OWNER may grant a time extension to any or all phases of the work, provided written

application is made by the CONSULTANT within ten (10) working days after the alleged delay has occurred.

SECTION 5 – TERMINATION OR ABANDONMENT

1. The OWNER shall have the right to abandon 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 OWNER 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 OWNER 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 cost 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.
1. 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.
2. 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

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 subject to review de novo by a court of competent jurisdiction.

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 OWNER, Jefferson County Commission, its elected officials, officers and employees (hereinafter referred to in this paragraph collectively as "OWNER"), from and against any and all loss, expense against or imposed upon OWNER 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 OWNER 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.....	\$2,000,000.00 each claim

A 30 day notification is required from the insurer to the OWNER for any current or potential claim against the CONSULTANT that could affect the limits of their policy. Also, the CONSULTANT shall notify the OWNER 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, sex, national origin, or disability and all applicable provisions of Title 6, Code of Federal Regulations, and procure all necessary licenses and permits.

SECTION 10 - SUBLETTING, ASSIGNMENT OR TRANSFER

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

SECTION 11 - EMPLOYMENT OF OWNER 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 OWNER, 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 OWNER 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, shall be admitted to any share or part of this AGREEMENT, or to any benefit that may arise therefrom, 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 OWNER and in accordance with the established policies, practices and procedures of the OWNER.

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 OWNER. The OWNER 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 OWNER are expressly stated herein. The CONSULTANT and subcontractor shall 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 OWNER funds under the terms of the contract, for inspection by the OWNER, or any authorized representative of the OWNER, 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, creed, color, sex, national origin, or disability 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 must execute the EEO certification attached hereto as Attachment F as required by Jefferson County Commission Administrative Order AO2008-4.
 - 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.
 - C. Sanctions of Noncompliance : In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions of this

contract, the OWNER 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

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

- 1. SECTION 1 - EXECUTORY CLAUSE The CONSULTANT specifically agrees that this AGREEMENT shall be deemed executor only to the extent of monies available and no liability shall be incurred by the OWNER 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 OWNER 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 the OWNER, 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:

CONSULTANT on the ____ day of _____ 2014,

RECOMMENDED:

Environmental Services Department

David Denard, Director of Environmental Services

APPROVED:

Jefferson County, Alabama

W.D. Carrington, President - Jefferson County, Commission

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

Aug-14-2014-644

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute an Agreement to Provide Professional Engineering Services for the Valley Creek Basin Hydraulic Model between Jefferson County Environmental Services Department and Hazen & Sawyer, P.C. in the amount of \$2,250,000.00.

AGREEMENT TO PROVIDE
PROFESSIONAL ENGINEERING SERVICES FOR
Jefferson County Environmental Services Department for the
VALLEY CREEK BASIN HYDRAULIC MODEL

This AGREEMENT, made this the _____ 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 Hazen and Sawyer, P.C. (CONSULTANT) 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 accomplish the analysis and reporting for the Professional Engineering Services for The Valley Creek Basin Hydraulic Model as outlined in the Scope of Work.

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 COUNTY and ascertain the written practices of the Jefferson County Environmental Services Department prior to beginning any work on this project.

This project consists of the development and calibration of a comprehensive hydraulic model and the conductance of a capacity assessment of the Valley Creek Basin sanitary sewer system using Infoworks modeling software. The hydraulic model will be used as a tool

to develop and evaluate remedial measures to address recurring sanitary sewer overflows in the collection system and to serve as a basis for a Capacity Assurance Tool for potential future development. The model shall comprise all pipes 12-inches and larger in the Valley Creek Basin as well as smaller pipes extended to known recurring wet weather overflow locations or other known problem areas. Valley Creek has interconnections with the Cahaba, Village Creek and Shades Creek Basins. The flows from these connections shall be included in the model but individual pipes and pump stations, other than those needed to represent the connections, will not be included. Limited program management services shall be provided to identify and scope remedial measures projects which are to be designed and implemented by others. Full program management services of the remedial measures program beyond initial scope development may be authorized under a future amendment or separate contract.

As part of the data gathering efforts, condition assessments and arc flash analyses will be performed at approximately 28 Valley Creek Basin pump stations for the purposes of CIP planning and budgeting of improvements needed to increase reliability and bring the pump stations to their original design capacity.

The project will include capacity improvement at Wickstead Road and that 4th Avenue SW to alleviate Sanitary Sewer Overflows (SSOs) as described in the Scope of Work.

The project will also include a Visual Inspections in preparation for a supercritical pipe inspection program. The Visual Inspection will include pipes 24-inch in diameter and larger along streams and creeks to determine access requirements for a supercritical pipe inspection program in the future as described in the Scope of Work.

SECTION 1 – OBLIGATION OF CONSULTANT TO COUNTY

The CONSULTANT will perform the following engineering services:

As described in Exhibit B – Scope of Work - on file in the Minute Clerk’s Office

SECTION 2 – OBLIGATION OF THE COUNTY TO THE CONSULTANT

It is understood that the COUNTY will:

1. Furnish requirements for the project and provide full information as to its requirements for the project.
2. 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 project.
3. 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.
4. Examine studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the CONSULTANT and render decisions in writing pertaining thereto within a reasonable time so as not to delay the services of the CONSULTANT.
5. Give prompt written notice to the CONSULTANT whenever the COUNTY observes or otherwise becomes aware of any defect in the project.
6. Assume all costs of public hearings, if required.
7. COUNTY will operate any plant and pump station equipment as necessary and reasonable to carry out the scope of work.
8. Pay for appearances before courts or boards regarding litigation related to the project(s), and/or preparatory work required in connection with such matters. Appearances before courts or boards regarding litigation related to errors or omissions of the CONSULTANT which result in legal proceedings against the COUNTY shall not be charged to the COUNTY, and shall not be items eligible for payment by the COUNTY.
9. Examine tools, studies, reports, sketches, opinions of probable cost of construction, requests for qualifications, 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.

SECTION 3 – CONFERENCES AND VISITS TO SITE

1. Conferences outlined in the scope of work will be held at the reasonable request of either the COUNTY or the CONSULTANT to discuss matters pertinent to any phase of the project. CONSULTANT will be entitled to additional compensation for any conferences requested by the COUNTY beyond those outlined in the scope of work in Section 2.
2. Requests for visits to the site may be made by the COUNTY or the CONSULTANT in conjunction with any other party or parties.

ARTICLE II – TIME OF BEGINNING AND COMPLETION

The CONSULTANT agrees to start work on the professional services outlined under Article I of this AGREEMENT within ten (10) days after 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.

The work to be performed shall be completed within 730 days of receipt of a Notice to Proceed in accordance with Exhibit C. Should delays attributable to causes beyond the control of the CONSULTANT be encountered, such as would extend the contract work beyond the agreed upon period, the COUNTY may adjust the amount of this contract by amendment, so as to reflect the cost of additional expense items and additional fee, if any, arising from the change.

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.

The Contract shall remain in full effect until completion of the Scope of Work and acceptance of final payment by the CONSULTANT, to the maximum term allowed by law.

ARTICLE III – PAYMENT

SECTION 1 – FEE

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 provided herein, and 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, compensation shall be computed on the basis of a Cost Not to Exceed contract to be paid by monthly invoice at the schedule of standard charges attached as Exhibit A. The contract shall include a maximum engineering cost of two million two hundred fifty thousand and 00/100 dollars (\$2,250,000.00). This contract amount shall not be exceeded except by formal amendment to this agreement.

The above represents the CONSULTANT'S best estimate of anticipated hours and costs to perform this contract. Actual project time will be determined at a later date, which could decrease the above contract amount. Payment shall be made, not more often than once monthly, in amounts 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 ten (10) days of receipt of the CONSULTANT's payment request by the COUNTY Finance Department.

SECTION 2 – FINAL ACCEPTANCE

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 fee 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 furnished to the COUNTY by the CONSULTANT shall bear thereon the endorsement of the CONSULTANT. Any software, documentation, information, and materials in which CONSULTANT has pre-existing proprietary rights and/or has otherwise been licensed to CONSULTANT prior to this agreement shall be for COUNTY'S exclusive use and shall not be given to other entities without written permission of the CONSULTANT.

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) working 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 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 cost 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.
- E. 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 compliant is made, the COUNTY may declare the Contract terminated and will notify the CONSULTANT accordingly.
- F. 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 COUNTY, its 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, negligent acts, errors or omissions including engineering design even though such injuries or death or damage to property is claimed to be due to the negligent acts, errors or omissions of the CONSULTANT, his subcontractors, the Contractor, his subcontractor, the COUNTY, its elected officials, officers or employees. Nothing contained in this paragraph should be construed to obligate CONSULTANT to indemnify the COUNTY for its own negligence, the negligence of its contractors or subcontractors or others.
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.....	\$2,000,000.00 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, sex, national origin, or disability and all applicable provisions of Title 6, Code of Federal Regulations, and procure all necessary licenses and permits.

SECTION 10 - SUBLETTING, ASSIGNMENT OR TRANSFER

There shall be no subletting, assignment or transfer of the interests of the CONSULTANT in any of the work covered by this AGREEMENT without written consent of the COUNTY. 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, subject 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, 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 COUNTY official, employee of the COUNTY, shall be admitted to any share or part of this AGREEMENT, or to any benefit that may arise therefrom, 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 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 representation by the COUNTY are expressly stated herein. The CONSULTANT and subcontractor shall 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 government, 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, creed, color, sex, national origin, or disability 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 must execute the EEO certification attached hereto as Exhibit C as required by Jefferson County Commission Administrative Order AO2008-4.
 - 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.

C. Sanctions of Noncompliance : In the event of the CONSULTANT'S noncompliance with the nondiscrimination 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

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, 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 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 the COUNTY 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 the COUNTY, 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, Hazen and Sawyer, P.C. on the ____ day of _____ 2014, and the COUNTY on the ____ day of _____ 2014.

Ronald Taylor, Vice President

Hazen and Sawyer, P.C.

RECOMMENDED:

David Denard, Director of Environmental Services - Jefferson County

ATTEST:

Minute Clerk

JEFFERSON COUNTY COMMISSION

W.D. Carrington, President

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

Aug-14-2014-645

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute a Supplemental Agreement between Jefferson County and the City of Birmingham in the amount of \$17,839.91. This agreement allows the County to be reimbursed for the additional costs to relocate sanitary sewers and/or service laterals that are in conflict with the City of Birmingham proposed ALDOT Cotton Avenue and Tuscaloosa Avenue roadway improvement project in the City of Birmingham. The relocation construction work to be done by STATE contractor. The actual cost of relocation will not be reimbursed to the UTILITY but will be paid directly to the STATE'S contractor by the STATE as a part of its roadway improvement contract.

SUPPLEMENTAL AGREEMENT FOR UTILITY RELOCATION COST

PROJECT NUMBER ACAA 58363 - ATRP(001)

ATRIP NUMBER

CITY Birmingham

THIS SUPPLEMENTAL AGREEMENT is entered into by and between the CITY of Birmingham acting by and through its CITY COUNCIL, hereinafter referred to as the CITY, and Jefferson County Commission , hereinafter referred to as the UTILITY.

WITNESSETH:

WHEREAS, the parties did enter into an Agreement effective the 8th day of July , 20 13 for the relocation of a specific portion of the UTILITY'S facilities in conflict with the construction of the above referenced project; and

WHEREAS, certain conditions encountered necessary to the construction of the project have caused an increase in the original estimated cost of relocation, the parties desire to enter into this Supplemental Agreement to cover an increase in estimated cost in the amount of

\$17,839.91 as described in detail in Supplemental Estimate No. 1 transmitted herewith and made a part hereof by reference.

NOW, THEREFORE, the parties do hereby agree that the original Agreement be and the same is hereby amended by this Supplemental Agreement consisting of the above mentioned items and prices, and they do agree that the estimated cost contained in the original Agreement be increased in the amount of the increased estimated cost above set forth, and that this Supplemental Agreement be and is hereby made a part of the original Agreement to be performed under the terms and conditions thereof, and that said original Agreement is in full force and effect except insofar as it might be modified by this Supplemental Agreement.

The paragraphs set forth below are applicable to this Agreement only if Federal appropriated funds are available or will be available in the project by which the relocation required by this Agreement is necessitated.

In the event any Federal Funds are utilized for this work the following certification is made:

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) By signing this contract, the CITY and UTILITY 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.
- (2) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (3) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (4) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, officials and persons thereunto duly authorized, and the agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the Innovative Programs Engineer.

WITNESS:

Jefferson County Commission
W. D. Carrington, President

RECOMMENDED FOR APPROVAL

CITY ENGINEER/ENGINEER-OF-RECORD

City of Birmingham
William A. Bell, Sr., Mayor

DIVISION ENGINEER

APPROVED:

INNOVATIVE PROGRAMS ENGINEER

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

Aug-14-2014-646

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be authorized to execute an agreement between Jefferson County, Alabama and the Alabama Department of Transportation for a permit agreement for the accommodation of utility facilities

on public right-of-way for the construction of an 8-inch, 12-inch, and 15-inch gravity main sewer in Interstate Highway 20/59 in the City of Birmingham.

BE IT FURTHER RESOLVED that the President be authorized to execute an agreement between Jefferson County, Alabama and J. Bruce Limbaugh - President, BD Toy, LLC for the construction of a sanitary sewer in the right-of-way of Interstate Highway 20/59 in the City of Birmingham, at no cost to the County.

ALABAMA DEPARTMENT OF TRANSPORTATION
Permit Agreement for the Accommodation of Utility
Facilities on Public Right-of-Way

Project Number:
Permit Number:
P.E.
R.O. W.
Utilities
Construction
Route Number
Location of Accommodation: Milepost 120 to 121

THIS AGREEMENT is entered into this the day of , 20 , by and between the Alabama Department of Transportation acting by and through its Transportation Director hereinafter referred to as the STATE and JEFFERSON COUNTY, a Utility hereinafter referred to as the APPLICANT.

WITNESSETH

WHEREAS, the APPLICANT desires to have its facilities accommodated on public highway right-of-way in JEFFERSON County, Alabama, said project or maintenance section being designated as , and consisting approximately of the following: approximately 40 linear feet of 8 inch, 110 linear feet of 12 inch, and 20 linear feet of 15 inch diameter, Class 52 ductile iron sanitary sewer pipe in Interstate Highway 20/59 ROW in the City of Birmingham; and

WHEREAS, the STATE hereby grants to the APPLICANT approval to cross or locate its facilities on the public right-of-way at the location and in the manner hereinafter set forth.

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. The APPLICANT will install its facilities on public right-of-way in accordance with plans and specifications of the APPLICANT as approved by the STATE which plans and specifications are hereby made a part hereof by reference.
2. In the installation of facilities and performing work under this agreement, the APPLICANT will conform to the provisions of the latest edition of the Alabama Department of Transportation Utility Manual, which manual is of record in the Department of Transportation and is hereby a part hereof by reference.
3. The national Manual on Uniform Traffic Control Devices, latest edition, is hereby made a part hereof by reference and will be conformed to as the provisions thereof are applicable to such work. Such Manual is of record in the Alabama Department of Transportation at the execution of this Agreement.
4. The Clean Water Act, 1987 and the Alabama Nonpoint Source Management Program, 1989 are hereby made a part hereof by reference and will be conformed to by the APPLICANT as the provisions thereof are applicable hereto.

The APPLICANT will conform to the regulations of the Environmental Protection Agency (EPA) and of the Alabama Department of Environmental Management (ADEM), latest edition, for both installation and maintenance of such facilities.

5. If hazardous materials, wastes, substances, or as otherwise defined by Code of Alabama § 6-5-332.1 (a)(2) (1993 Repl. Vol.) are encountered in the execution of this Agreement it will be the responsibility of the APPLICANT to notify the proper agency responsible for said hazardous materials and to comply with any and all environmental regulations as established by the Environmental Protection Agency (EPA), Alabama Department of Environmental Management (ADEM), and of the Occupational Safety and Health Administration (OSHA) in the proper disposition of the hazardous materials encountered.

6. The APPLICANT will file with the STATE an acceptable certified check or bond in the penal amount of \$20,000 to guarantee the faithful performance of this permit contract in its entirety.

Upon satisfactory completion and acceptance of all work provided for in this permit contract, the check or bond, as applicable, will be returned to the APPLICANT; otherwise, the proceeds from the check, or any amount received by the STATE as a result of the bond, will be applied to complete and fulfill the permit contract terms.

7. The APPLICANT will protect, defend, indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, the officials, officers, and employees, in both their official and individual capacities, and their agents and/or assigns, from and against any and all actions, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of or connected with the work performed under this Permit, and/or the APPLICANT's failure to comply with all applicable laws or regulations.

8. Reimbursement for future relocations of the APPLICANT'S facilities will be in accordance with State law in effect at the time such relocations are made.

9. The APPLICANT will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the APPLICANT, its agents, servants, employees or facilities.

10. The STATE in executing this Agreement does not in any way assume the responsibility for the maintenance of the facilities of the APPLICANT, nor the responsibility for any damage to the facilities caused by third parties.

11. The APPLICANT will have a copy of this Agreement on the project site at all times while said work is being performed.

12. Nothing contained in this Permit Agreement, nor the issuance or receipt thereof, shall be construed to alter or affect the title of the STATE to the public right-of-way nor to increase, decrease or modify in any way the rights of the APPLICANT provided by law with respect to the construction, operation or maintenance of its facilities on the public right-of-way.

13. The installation of the facilities and related work covered by this Agreement shall be completed within one year from the date shown on this Agreement, otherwise this Agreement becomes null and void. Once work is begun the APPLICANT shall pursue the work continuously and diligently until completion.

14. The APPLICANT will perform or cause to be performed the work applied for in this permit contract and will restore the highway and all right-of-way in the work area in as good condition as the same was prior to the work and will maintain the accomplished work and highway work area in a condition satisfactory to the Alabama Department of Transportation for a period of one year from acceptance by the Department of the completion of work applied for by APPLICANT.

15. The Applicant must provide a copy of the Notice of Registration (NOR) Received issued by ADEM upon receipt of the applicant's Notice of Registration. This will assure compliance with Phase II of stormwater construction requirements. In the event a NOR is not required, Applicant must submit to ALDOT a Best Management Practices (BMP) plan to control sediment run-off.

16. In the event that ALDOT is issued a citation or any other enforcement document by ADEM/EPA for failure to comply with applicable requirements, it shall be the responsibility of the applicant to bring all BMPs into compliance and to pay for any fines, assessments, etc. that may be issued to ALDOT by ADEM/EPA.

17. The APPLICANT stipulates that the specific use of these facilities located upon public right-of-way is _____.

Applicant further stipulates that should this specific use change at any time in the future that the Applicants will notify the STATE immediately of the change.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, officials and persons thereunto duly authorized, to be effective on the day and the year first above stated.

WITNESS

Jefferson County Environmental Services Department

W. D. Carrington, President - Jefferson County Commission

RECOMMENDED FOR APPROVAL

ALABAMA DEPARTMENT OF TRANSPORTATION ACTING

District Manager

BY AND THROUGH ITS TRANSPORTATION DIRECTOR

Regional Manager

Maintenance/Region/Division Engineer or District Manager

AGREEMENT

This Agreement entered into this ____ day of _____, 20___, by and between Jefferson County, Alabama (hereinafter referred to as Jefferson County) and BD Toy, LLC (hereinafter referred to as Owner).

WITNESSETH:

WHEREAS, Owner proposes to install certain sanitary sewer facilities crossing perpendicular and running parallel to Interstate Highway 20/59 near the intersection with I-59 Access Rd.-21st Street/20th Street; and

WHEREAS, the State of Alabama Department of Transportation (hereinafter "ALDOT") owns or controls the property (hereinafter "State Property") and will not authorize Owner to perform such installation but will authorize Jefferson County to install the same; and

WHEREAS, Owner has requested Jefferson County to enter into an Agreement with ALDOT providing for Jefferson County to perform such installation upon the stipulation, that the Owner would actually perform such installation and would indemnify and hold harmless Jefferson County with respect to Owner's performance thereof.

IN CONSIDERATION OF THE PREMISES, the parties agree as follows:

1. The purpose of said subject sanitary sewer installation is to provide sewer services and other related benefits to property owned or controlled by Owner (hereinafter "Owner's Benefitted Property") (described on Exhibit B, attached hereto) and Owner hereby acknowledges such benefits as full consideration for all of Owner's obligations herein.

2. Jefferson County shall enter into an Agreement with ALDOT ("ALDOT Agreement") for providing for installation of a 8 inch, 12 inch, and 15 inch gravity sewer mains connecting to an existing Jefferson County sanitary sewer crossing perpendicular and running parallel to Interstate Highway 20/59 right of way near the intersection with I-59 Access Rd.-21st Street/20th Street, which drains to the Village

Creek sanitary sewer collection system, copy of said ALDOT Agreement is attached hereto as Exhibit A to this Agreement.

3. Owner hereby acknowledges the satisfactory performance by Jefferson County of Paragraph 2 above. Owner shall do and perform each requirement imposed upon the Jefferson County Commission by the ALDOT Agreement (Exhibit A). Further, Owner hereby agrees to indemnify and hold harmless and defend the Jefferson County Commission, Jefferson County, Alabama, its elected officials and employees from and against any claims, suits, cost, expenses including attorneys fees, loss or damage in any way arising out of the performance or failure of performance of the ALDOT Agreement (Exhibit A) and this Agreement.

4. Owner and Jefferson County agree that this Agreement shall be automatically amended to include any amendment made to the ALDOT Agreement (Exhibit A) by said ALDOT.

5. The term of this Agreement shall continue so long as any obligation of any nature whatsoever of Jefferson County exists by reason of the ALDOT Agreement (Exhibit A) also including any future amendments that may be made by ALDOT.

6. In the event that the State of Alabama and/or ALDOT requires Jefferson County to maintain, repair or otherwise service any sewer facilities whatsoever serving Owner's benefitted property pursuant to the ALDOT Agreement, the Owner (successors and assigns) agrees to reimburse Jefferson County for the cost of any such work. It should be noted, sanitary sewer service lines (4 inch and 6 inch located between the County sanitary sewer main and structure) are not maintained by Jefferson County and as such they are the sole responsibility of the Owner to maintain.

7. Sanitary sewer mains (8 inch and larger) or manholes that are installed or modified must, per Jefferson County regulations, have a one year warranty by the contractor responsible for said installation or modifications. After said warranty period has expired, the sanitary sewer mains and/or manholes will be the responsibility of the Jefferson County to maintain with the exception being any damages that may be caused by the property owner and/or their contractor in which said property owner would then be responsible for said repairs that must conform to Jefferson County regulations.

8. This Agreement and all terms, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of Jefferson County and Owner and Owner's successors and assigns. Provided further, the Owner's obligations set forth herein shall be a covenant and attached to the Owner's land which benefits from this Agreement and shall run with the land and obligate all such successors and assigns of Owner.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers this ____ day of _____, 20__.

J. Bruce Limbaugh - President

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President - Jefferson County Commission

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

JEFFERSON COUNTY COMMISSION
Finance Department
Unusual Demands
8/14/2014

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	Doc no
DISTRICT 1	1000193	JEFFERSON CO TREASURER	2121 PARKING LOT PROJECT SUPPLIES.	GEN SVCS: ADMINISTRATION	192.08	1900080342
DISTRICT 1	1000193	JEFFERSON CO TREASURER	FOUR TICKETS FOR VARIOUS SUPPLIES - SEE BELOW.	GEN SVCS: ADMINISTRATION	468.90	1900080454
DISTRICT 1	1000193	JEFFERSON CO TREASURER	GATE LOCKS FOR 2121 PARKING PROJECT.	GEN SVCS: ADMINISTRATION	475.00	1900080402
DISTRICT 1	1000193	JEFFERSON CO TREASURER	SUPPLIES AND CERTIFICATIONS FOR GSOC.	GEN SVCS: ADMINISTRATION	321.04	1900080572
DISTRICT 1	1000193	JEFFERSON CO TREASURER	FORENSIC PATHOLOGY PUBLICATION	CORONER/MEDICAL EXAMINER	36.00	1900081955
DISTRICT 1	1000193	JEFFERSON CO TREASURER	FORENSIC HISTOPATHOLOGY PUBLICATION	CORONER/MEDICAL EXAMINER	140.92	1900081957
DISTRICT 1	1000193	JEFFERSON CO TREASURER	SUPPLIES FOR LAYING CARPET AT THE 2121 BUILDING.	GEN SVCS: ADMINISTRATION	5.98	1900082067
DISTRICT 1	1000193	JEFFERSON CO TREASURER	KEY BLANKS FOR 2121 BUILDING.	GEN SVCS: ADMINISTRATION	8.00	1900082068
DISTRICT 1	1000193	JEFFERSON CO TREASURER	WELDED WIRE MESH FOR PARKING LOT PROJECT.	GEN SVCS: ADMINISTRATION	150.00	1900081935
DISTRICT 1	1000193	JEFFERSON CO TREASURER	LAMINATE FOR REVENUE HOOVER MET.	GEN SVCS: ADMINISTRATION	122.40	1900081943
DISTRICT 1	1000193	JEFFERSON CO TREASURER	MESH BANNER FOR REVENUE'S HOOVER SATELLITE.	GEN SVCS: ADMINISTRATION	344.01	1900081951
DISTRICT 1	1000193	JEFFERSON CO TREASURER	CERTIFIED MAIL NEXT OF KIN OF DECEASED	CORONER/MEDICAL EXAMINER	3.79	1900081956
*DISTRICT 1					2,268.12	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	ANTENNAS - TV'S - CAMP KETONA	R&T: HIGHWAY MAINT-KETONA	59.92	1900081914
DISTRICT 2	1000193	JEFFERSON CO TREASURER	FENCE POSTS FOR GENERAL SERVICES - CAMP KETONA	R&T: HIGHWAY MAINT-KETONA	241.50	1900081915
DISTRICT 2	1000193	JEFFERSON CO TREASURER	VEHICLE TAGS, FUEL	FLEET MGMT: ADMINISTRATION	178.75	1900081930
DISTRICT 2	1000193	JEFFERSON CO TREASURER	FENCE POSTS & PARKING FEES	R&T: ADMINISTRATION	79.00	1900081934
DISTRICT 2	1000193	JEFFERSON CO TREASURER	FENCING BANDS, HARD HATS - CAMP KETONA	R&T: HIGHWAY MAINT-KETONA	34.81	1900081946
*DISTRICT 2					593.98	
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PETTY CASH-PADLOCKS FOR FILE CABINETS	SHER CORRECT-BIRMINGHAM	5.34	1900080275
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PETTY CASH-LEDGER BOOK FOR FINGERPRINT TRACKING	SHERIFF ENFORCE-BIRMINGHAM	47.99	1900080276
DISTRICT 3	1000193	JEFFERSON CO TREASURER	TVS/SHOULDERBDS/NAMEPLATE	SHERIFF ENFORCE-BIRMINGHAM	251.50	1900080386
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REIMBURSEMENT FOR 2014 INSIGHT CS USER CONF-	INFO TECH: SYS DEVELOP & ADMIN	39.13	1900080447
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PETTY CASH-JEFF MULKIN-TRAVEL REIMBURSEMENT	SHERIFF ENFORCE-BIRMINGHAM	2.16	1900080391
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PETTY CASH-PAIGE ABBOTT-TRAVEL REIMBURSEMENT	SHERIFF ENFORCE-BIRMINGHAM	72.71	1900080389
DISTRICT 3	1000193	JEFFERSON CO TREASURER	SITE VISIT REIMB V. MCGREGORY	PAYROLL	37.00	1900080502
DISTRICT 3	1000193	JEFFERSON CO TREASURER	USB TO ETHERNET CHORD FOR PDF SYSTEM & CARWASH	BD OF EQUAL - BHAM STATE	22.99	1900082045
DISTRICT 3	1003510	EDGAR RAY WOODIS JR REV	RETURN TRAVEL AUDIT-E.WOODIS-5/31-6/7/14TX	REVENUE	123.33	1900080459
DISTRICT 3	1030145	GEORGE TABLACK	SITE VISIT REIMBURSEMENT	FINANCE ADMINISTRATION	1,147.61	1900080500
*DISTRICT 3					1,749.76	
DISTRICT 4	1000193	JEFFERSON CO TREASURER	REIMBURSE TRAVEL - BOBBY BULLOCH - MAY 12-15, 2014	INSPECTION SERVICES	16.65	1900080315
DISTRICT 4	1000193	JEFFERSON CO TREASURER	EMA - POSTAGE, PARTS, CLEANING SUPPLIES, BEVERAGES	EMERGENCY MANAGEMENT AGENCY	556.67	1900080569

DISTRICT 4	1000193	JEFFERSON CO TREASURER	ALLEN KNIPFER - TRAVEL REIMB. DOC #1900075812	EMERGENCY MANAGEMENT AGENC	54.00	1900080388
DISTRICT 4	1000193	JEFFERSON CO TREASURER	SUPPLIES FOR RESIDENTS	YOUTH DETENTION: CUSTODY	71.19	1900081949
DISTRICT 4	1000193	JEFFERSON CO TREASURER	SUPPLIES FOR RESIDENTS	YOUTH DETENTION: SUPPORT SVCS	137.30	1900081948
*DISTRICT 4					835.81	
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SILICONE AND HAND CLEANER	ES: TURKEY CREEK WWTP	24.46	1900080084
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SPRAYER,GAS CAN,CONCRETE TOOLS,BRAKE PADS,	ES: CONSTRUCT SEWER LINE	341.50	1900079907
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SKIMMER;CONCRTE MIX;RAKE;POLE;COOLER;FILTER;	ES: FIVE MILE CREEK WWTP	471.50	1900081913
DISTRICT 5	1000193	JEFFERSON CO TREASURER	LEAKSEAL;CERTIFICATION;STEEL;WATER;GREASE PACKET;	ES: FIVE MILE CREEK WWTP	405.50	1900080453
DISTRICT 5	1000193	JEFFERSON CO TREASURER	NYLON ROPE	ES: LEEDS WWTP	29.60	1900080451
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PRIMER BULB;BLADES;NUTSD;CAPSCREWS;	ES: FIVE MILE MAINTENANCE SHOP	462.54	1900080452
DISTRICT 5	1000193	JEFFERSON CO TREASURER	TIMERS SOCKETS FREON CLENER HVAC ITEMS CHLORINE	ES: VALLEY CREEK WWTP	875.13	1900080460
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SCREWS AND WASHERS	ES: SANITATION ADMINISTRATION	16.56	1900081912
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PETTY CASH - JAMES TORNABENE 07.14.14	PER BD: TESTING	70.07	1900080377
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PETTY CASH - LORREN OLIVER 5.20.14	PER BD: ADMINISTRATION	38.97	1900080567
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PETTY CASH - JAMES TORNABENE 07.14.14	PER BD: TESTING	10.13	1900080380
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PAINT, MASK, ALIGN WRENCHES	ES: TURKEY CREEK WWTP	105.47	1900080381
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PETTY CASH - JAMES TORNABENA 07.11.14	PER BD: TESTING	34.02	1900080382
DISTRICT 5	1000193	JEFFERSON CO TREASURER	WASTEWATER CERTIFICATION RENEWAL	ES: TURKEY CREEK WWTP	60.00	1900080384
DISTRICT 5	1000193	JEFFERSON CO TREASURER	QUICK CONNECT, HOSE FOR FILTER, 1/2 GALLON JUGS	ES: TRUSSVILLE WWTP	156.50	1900080501
DISTRICT 5	1000193	JEFFERSON CO TREASURER	FAX MACHINE FOR SEWER IMPACT DIVISION	ES: SANITATION ADMINISTRATION	99.00	1900080571
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PIPE FAN GLUE PRIMER GLASSES THERMOSTAT GAUGES G	ES: VALLEY CREEK WWTP	820.26	1900081960
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BAR;SPRING;SHARPCUT;FILTERS;	ES: FIVE MILE MAINTENANCE SHOP	302.82	1900081937
DISTRICT 5	1000193	JEFFERSON CO TREASURER	FILTER,BEARING,HOSE,BOLTS,SHIPPING,HOSE	ES: VILLAGE MAINTENANCE SHOP	581.88	1900081936
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PHASE MONITOR,SILICONE,POLE SAW,CELL PHONE CHR	ES: PACKAGE WWTP & PUMP STATIO	252.33	1900082069
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CDL RENEWAL, LOCK, LEG TANK,BULBS, TWIST LOCK PIN	ES: ADMIN LINE MAINTENANCE	407.14	1900082066
DISTRICT 5	1004733	FREEDOM REPORTING INC	DEPO - DAVID DENARD	COUNTY ATTORNEY	705.80	1900081931
DISTRICT 5	1024724	CAROL SLETNER	ASSESSOR REIMBURSEMENT - CAROL SLETNER 07.30.14	PER BD: TESTING	161.34	1900081984
DISTRICT 5	1031024	CANDICE RATLIFF	ASSESSOR REIMBURSEMENT - CANDICE RATLIFF 07.11.14	PER BD: TESTING	175.52	1900080538
DISTRICT 5	1031514	ARIAN GREEN	ASSESSOR REIMBURSEMENT - ARIAN GREEN 07.11.14	PER BD: TESTING	175.00	1900080513
DISTRICT 5	1031633	ARGO BLDING COMPANY INC	REFUND OF SEWER IMPACT FEE	ES: SANITATION ADMINISTRATION	27,625.00	1900077640
DISTRICT 5	1031673	ENERGY SMART NEW HOMES	REFUND OF SEWER IMPACT FEE	ES: SANITATION ADMINISTRATION	880.00	1900077712
DISTRICT 5	1031959	WILLIAM S. PICKENS	REIMBURSE FOR TRAVEL EXPENSE-WILLIAM PICKENS	ES: SANITATION ADMINISTRATION	135.48	1900080279
DISTRICT 5	1032213	THIVIA MOGAN	ASSESSOR REIMBURSEMENT - THIVIA MOGAN 07.11.14	PER BD: TESTING	275.00	1900080526
DISTRICT 5	1032214	ALLISON MARTIR	ASSESSOR REIMBURSEMENT - ALLISON MARTIR 07.11.14	PER BD: TESTING	143.63	1900080522
DISTRICT 5	1032215	SHANTELE MORROW	ASSESSOR REIMBURSEMENT - SHANTELE MORROW 07.11.14	PER BD: TESTING	135.53	1900080530
DISTRICT 5	1032216	AMANDA PRYOR	ASSESSOR REIMBURSEMENT - AMANDA PRYOR 07.11.14	PER BD: TESTING	125.00	1900080537
DISTRICT 5	1032217	DANTE MYERS	ASSESSOR REIMBURSEMENT - DANTE MYERS 07.11.14	PER BD: TESTING	209.02	1900080534
DISTRICT 5	1032218	DALYN ALLEN	ASSESSOR REIMBURSEMENT - DALYN ALLEN 07.11.14	PER BD: TESTING	137.96	1900080503
DISTRICT 5	1032219	JEAN-PAUL PHILIPPE	ASSESSOR REIMBURSEMENT - JEAN PAUL PHILIPPE 07.201	PER BD: TESTING	449.00	1900080536
DISTRICT 5	1032220	MATTHEW KANUCK	ASSESSOR REIMBURSEMENT - MATTHEW KANUCK 07.11.14	PER BD: TESTING	327.50	1900080517
DISTRICT 5	1032221	MATTHEW FRAZIER	ASSESSOR REIMBURSEMENT - MATTHEW FRAZIER 07.11.14	PER BD: TESTING	191.42	1900080504
DISTRICT 5	1032222	PAMELA GRAHAM	ASSESSOR REIMBURSEMENT - PAMELA GRAHAM 07.11.14	PER BD: TESTING	343.58	1900080505
DISTRICT 5	1032335	MANUEL RODRIGUEZ	ASSESSOR REIMBURSEMENT - MANUEL RODRIGUEZ 07.30.14	PER BD: TESTING	100.00	1900081981
DISTRICT 5	1032336	R FRANK NICHOLS	ASSESSOR REIMBURSEMENT - R. NICHOLS 07.30.14	PER BD: TESTING	213.40	1900081980
DISTRICT 5	1032367	UAHSF	MEDICAL RECORDS-DELORES FROST	COUNTY ATTORNEY	11.00	1900081932
DISTRICT 5	1032368	JERRY T. GALLOWAY	RETIREE JERRY GALLOWAY REFUND FOR JULY HEALTH.	HUMAN RESOURCES ADMIN	223.09	1900081933
DISTRICT 5	1032369	FRED STOCKLEY	FRED STOCKLEY SPOUSE MEDICAREELIGIBLE7/1/14.	HUMAN RESOURCES ADMIN	117.92	1900081947
*DISTRICT 5					38,426.57	
**					43,874.24	

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

Aug-14-2014-647

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and TownePlace Suites by Marriott to provide extended stay hotel accommodations on an as needed basis for the period January 8, 2014 - January 7, 2015.

PROFESSIONAL SERVICES CONTRACT
EXTENDED STAY HOTEL ACCOMMODATIONS

THIS AGREEMENT entered into this _____ day of _____, by and between Jefferson County, Alabama, hereinafter called "the County", and TownePlace Suites by Marriott located at 500 Wildwood Circle North, Homewood, AL 35209, hereinafter called "the Contractor". The effective date of this agreement shall be January 8, 2014.

WHEREAS, the County desires to contract to provided Extend Stay Hotel Accommodations for the Jefferson County Commission, hereinafter called the "County"; 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. 06-14 dated October 28, 2013, the terms of which are included herein by reference. The Contractor shall provided all necessary extended stay hotel accommodations provided under this Contract as follows:

ROOM TYPES:

TOBR - Two bedroom suite

Living/sitting room area

Dining area

Two bedrooms separate from the living room with each having one queen bed

Must have some rooms which are handicap accessible

Full kitchen with refrigerator, microwave, and stove/oven

STDO - One bedroom suite

Sitting/living room area

Full kitchen with refrigerator, microwave, and stove/oven

Must have some rooms which are handicap accessible

Must have some rooms which are connecting/adjoining rooms

GENERAL AMENITIES

All non-smoking rooms

Pet friendly

Pack-n-play type cribs (available at no cost)

Free wireless internet

Complimentary breakfast

Free Parking

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render services to the County at any time after the effective date of this Contract. The completion date of all services under this Contract is January 7, 2015. However, the Contract may be extended, at the County's option, for two (2) additional one year periods, not to exceed three (3) full years.

4. COMPENSATION-INVOICING: The Contractor shall be compensated for accommodation services as follows (Room and Tax Only/incidentals Not Included):

1. STUDIO 1 BEDROOM

1-4 NIGHTS \$84.00

5-29 NIGHTS \$74.00

30+ NIGHTS \$60.00

2. STUDIO 2 BEDROOM

1-4 NIGHTS \$109.00

5-29 NIGHTS \$89.00

30+ NIGHTS \$75.00

3. PET FEES AND RESTRICTIONS

\$100 Per Family (Non-refundable)

Contractor may assess additional fees for any in-room damages caused by a pet occupying a suite. All pet stays must be pre-approved in writing by the Jefferson County Risk Management Division. .

INVOICING

This agreement requires two copies of invoices (Folios) to be provided to the Jefferson County Commission. One original (Paper mailed) and One electronic invoice (E-mailed).

All invoices must agree with the purchase order in description and price and include the following information:

1) Purchase Order Number/Contract Number; 2) Ship-to department name and address.

In order to ensure prompt payment, ALL ORIGINAL INVOICES (FOLIOS) MUST BE SENT TO:

Jefferson County Commission

FINANCE DEPARTMENT

Room 820 County Courthouse

716 Richard Arrington Jr. Blvd. North

Birmingham, AL 35203

Electronic Invoices/Folios Must be Sent Directly to Risk Management or User Department as requested

*If invoice does not agree with purchase order/contract, credits or a corrected invoice will be required in order for the County to process payment. Invoices that do not reference an authorized Purchase Order/Contract Reference will be returned to the vendor.

5. TERMS OF PAYMENT: All payments due upon receipt of reconciled folio. Folios containing errors will cause payment delays.

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 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 over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County Alabama, Birmingham Division.

7. 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 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 either party 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: 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. The Contractor will indemnify and hold 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.

13. HOLD HARMLESS 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.

13. 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.

14. 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.

15. 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 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 Contractor shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

16. 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 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/or legal ramifications, due to nonperformance.

17. 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.

Angil King, General Manager - TownPlace Suites by Marriott

JEFFERSON COUNTY, ALABAMA:

W. D. Carrington, President

Jefferson County Commission

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

Aug-14-2014-648

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, THAT THE FOLLOWING PURCHASING 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 7/15/14 - 7/21/14

1. YOUTH DETENTION CENTER AND PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM CRYSTAL MOUNTAIN WATER, HUNTSVILLE, AL, CONTRACT RENEWAL FOR BOTTLED WATER, CUPS AND COOLER RENTAL ON AS NEEDED BASIS FOR THE PERIOD OF 10/01/14 - 9/30/15. (2ND YEAR) REFERENCE BID # 83-12
2. JEFFERSON COUNTY SHERIFF'S DEPARTMENT FROM BOB BARKER COMPANY, FUQUAY VARINA, NC, CONTRACT RENEWAL FOR THE PURCHASE OF JAIL MATTRESSES TO BE ORDERED AS NEEDED BY USER DEPARTMENT FOR THE PERIOD OF 10/01/14 - 9/30/15. REFERENCE BID # 97-12
3. YOUTH DETENTION CENTER AND PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM FLOWERS BAKING COMPANY - BIRMINGHAM, BIRMINGHAM, AL, CONTRACT RENEWAL FOR FRESH BREADS AND ROLLS TO BE ORDERED AS NEEDED BY USER DEPARTMENT FOR THE PERIOD OF 10/01/14 - 9/30/15. (2ND YEAR) REFERENCE BID 40-13
4. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM GENUINE PARTS COMPANY/NAPA, BIRMINGHAM, AL, CONTRACT RENEWAL FOR AUTOMOTIVE AND TRUCK FLEET REPAIR PARTS ON AS NEEDED BASIS FOR THE PERIOD OF 10/01/14 - 9/30/15. (2ND YEAR) REFERENCE BID 115-13
5. ENVIRONMENTAL SERVICES (BARTON LABORATORY) FROM IDEXX DISTRIBUTION, ATLANTA, GA, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR THE CONTINUED PURCHASE OF ECOLI SUPPLIES TO BE ORDERED AS NEEDED BY USER DEPARTMENT FOR THE PERIOD OF 10/01/14 - 9/30/15. COMPANY IS SOLE SOURCE FOR E-COLI SUPPLIES. SAP PURCHASE ORDER # 2000075430 CHANGE ORDER \$ 4,000.00
PURCHASE ORDER \$16,000.00 TOTAL
6. GENERAL SERVICES: ADMINISTRATION FROM SIMPLEXGRINNELL LP, PALATINE, IL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR LINE ITEM #6, FOR BESSEMER PUBLIC SAFETY CENTER: ANNUAL FIRE ALARM MAINTENANCE. SAP PURCHASE ORDER #2000075528 CHANGE ORDER \$ 3,529.00
REFERENCE BID # 206-11 PURCHASE ORDER \$59,001.00 TOTAL
7. REVENUE DEPARTMENT FROM OFFICE DEPOT, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR PRINTING OF DEPARTMENT FORMS FOR FY14. SAP PURCHASE ORDER # 2000075399

CHANGE ORDER \$20,000.00 REFERENCE BID # 68-13 PURCHASE ORDER \$24,500.00 TOTAL

- ENVIRONMENTAL SERVICES: TURKEY CREEK WWTP FROM PULSAR PROCESS MEASUREMENT INCORPORATED, NICEVILLE, FL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO COVER FREIGHT CHARGES.

SAP PURCHASE ORDER # 2000079648 FREIGHT CHARGE \$14.89 PURCHASE ORDER \$6,954.89 TOTAL

- INFORMATION SERVICES: ADMINISTRATION FROM MOTOROLA INCORPORATE, ATLANTA, GA, REMAINDER OF MOTOROLA P25 SMARTX TOWER UPGRADE PROJECT TOWER ANALYSIS COMPLETION. PHASE 2 WILL BEGIN AFTER COMPLETION. CONTRACT EXPENDITURE REPRESENTS AN OVERAGE.

SAP PURCHASE ORDER # 2000080729 PURCHASE ORDER \$16,000.00

CLARITY CONTRACT # CON-00005688 CONTRACT TOTAL \$1,916,000.00 TOTAL

STATE OF ALABAMA CONTRACT # T300

For Week of 07/22/14 - 07/28/14

- GENERAL SERVICES: ADMINISTRATION FROM HERNDON RECOGNITION, PORTLAND OR, TO AWARD BID FOR SERVICE PENS TO BE ORDERED AS NEEDED BY USER DEPARTMENT FOR THE PERIOD OF 8/15/2014 -8/14/15.

REFERENCE BID # 124-14

- ENVIRONMENTAL SERVICES DEPARTMENT FROM CRANE WORKS INCORPORATED, BIRMINGHAM, AL, CONTRACT RENEWAL FOR CRANE RENTAL TO BE ORDERED AS NEEDED BY USER DEPARTMENT FOR THE PERIOD OF 10/01/14 - 9/30/15. (2 No YEAR) REFERENCE BID # 143-13

- ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM MCPHERSON OIL COMPANY, CHARLOTTE, NC, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR THE CONTINUED PURCHASE OF OILS AND LUBRICANTS THROUGH 9/30/2014. SAP PURCHASE ORDER # 2000075396 CHANGE ORDER \$18,000.00 REFERENCE BID # 76-12 PURCHASE ORDER \$68,000.00 TOTAL

- ENVIRONMENTAL SERVICES DEPARTMENT FROM JASPER ELECTRIC MOTORS, JASPER, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR THE PURCHASE OF ONE (1) 900HP MOTOR, #888 RPM TO REPLACE 678703. TOTAL REPLACEMENT COST \$144,222.00 SAP PURCHASE ORDER # 2000075660

CHANGE ORDER \$90,000.00 REFERENCE BID # 131-12 PURCHASE ORDER \$160,000.00 TOTAL

For Week of 7/29/14 - 8/4/14

- SHERIFF'S DEPARTMENT FROM THE GRAPHIC STOP, BIRMINGHAM, AL, TO AWARD BID FOR LAW ENFORCEMENT VEHICLE GRAPHICS TO BE ORDERED AS NEEDED BY USER DEPARTMENT FOR THE PERIOD OF 8/14/14 - 7/24/14.

REFERENCE BID # 129-14

- ENVIRONMENTAL SERVICES: CAHABA RIVER WWTP FROM PUMP AND PROCESS EQUIPMENT INCORPORATED, BIRMINGHAM, AL, TO AWARD BID FOR PARTS FOR FAIRBANKS MORSE MODEL 20" C5742 PUMPS (S/N: K4B1-061845) TO BE ORDERED AS NEEDED FOR THE PERIOD OF 8/01/14 - 7/31/15. REFERENCE BID # 133-14

- VARIOUS JEFFERSON COUNTY DEPARTMENTS FROM BERNEY OFFICE SOLUTIONS, BIRMINGHAM, AL, CONTRACT RENEWAL FOR PRINTER SERVICES ON AS NEEDED BASIS BY USER DEPARTMENT FOR THE PERIOD OF 10/01/14 - 9/30/15. REFERENCE BID # 173-12

- INFORMATION SERVICES ADMINISTRATION FROM AT&T, ATLANTA, GA, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR ADDITIONAL LOCATIONS ADDED TO CONTRACT DURING THE YEAR FOR METRO ETHERNET SERVICE. SAP PURCHASE ORDER # 2000076301 CHANGE ORDER \$ 53,000.00

CLARITY CONTRACT # CON-00004530 PURCHASE ORDER \$353,000.00 TOTAL

- COOPER GREEN MERCY HEALTH SERVICES FROM KONE INCORPORATED, MOLINE, IL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR ELEVATOR MAINTENANCE TO COMPLETE THE YEAR.

SAP PURCHASE ORDER # 2000077570 CHANGE ORDER \$23,600.00

REFERENCE BID # 170-13 PURCHASE ORDER \$73,600.00 TOTAL

- COOPER GREEN MERCY HEALTH SERVICES FROM LIFEGAS/LINDE GAS, ALABASTER, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR CONTINUED USE OF MEDICAL GASES AND SUPPLIES THROUGH 9/30/14. SAP PURCHASE ORDER # 2000077978 CHANGE ORDER \$ 7,200.00

REFERENCE BID # 20-13 PURCHASE ORDER \$21,200.00 TOTAL

ADDENDUM NO. 1 – EMERGENCY PURCHASES

- COOPER GREEN MERCY HEALTH SERVICES/GENERAL SERVICES DEPARTMENT FROM DOWDY AND ASSOCIATES INCORPORATED, BIRMINGHAM, AL FOR PARTS AND LABOR TO REMOVE AND REPLACE ONE (1) EVAPCO SHAFT TO REPAIR #2 COOLING TOWER, SHOPPING CART # 1000217646 \$5,810.00 TOTAL

- COOPER GREEN MERCY HEALTH SERVICES/GENERAL SERVICES DEPARTMENT FROM JOHNSON CONTROLS

INCORPORATED, BIRMINGHAM, AL TO FURNISH MATERIALS, PULL MOTOR, REPLACE BEARINGS, REINSTALL AND TEST, TO REPAIR MOTOR FOR #3 CHILLER. SHOPPING CART # 1000217648 \$10,850.00 TOTAL

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

Aug-14-2014-649

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE EXCEPTIONS REPORT FILED BY THE PURCHASING DIVISION FOR THE WEEK OF 7/15/14 - 7/21/14, 7/22/14 - 7/28/14 AND 7/29/14 - 8/4/14, BE AND THE SAME HEREBY IS APPROVED.

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

Aug-14-2014-650

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE ENCUMBRANCE REPORT FILED BY THE PURCHASING DIVISION FOR THE WEEK OF 7/15/14 - 7/21/14, 7/22/14 - 7/28/14 AND 7/29/14 - 8/4/14, BE AND THE SAME HEREBY IS APPROVED.

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

Aug-14-2014-651

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission does hereby ratify the Jefferson Credit Union Visa credit card statement - closing date June 25, 2014.

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

STAFF DEVELOPMENT

Multiple Staff Development

Environmental Services

Douglas Holley	\$199.00
Phillip Woolley	\$199.00
Ronald Robb	\$199.00
Anthony Pitts	\$199.00
Jimmy Coleman	\$199.00
LaDerian Pickens	\$199.00
Tommy Fowler	\$199.00
Johnny Weston	\$199.00
Larry Stell	\$199.00
John Etheridge	\$199.00
Gabriel McKinney	\$199.00
Alabama Training Code Workshop 2014 Birmingham, AL – August 14, 2014	

Office of Senior Services

Melanie Gamble	(grant funds)	\$995.50
Derry Johnson		\$987.50
Debra Greene		\$1,007.50

2014 SMP National Training
Washington, DC – August 18-21, 2014

Individual Staff Development

Commission - District 2
Sandra Brown \$1,024.54
Association of County Commissioners
Orange Beach, AL – August 19-22, 2014

County Attorney
Theo Lawson \$161.49
EPA Meeting
Atlanta, GA – July 10, 2014

Office of Senior Services
Melanie Gamble (grant funds) \$798.62
2014 SHIP National Training
Atlanta, GA – August 25-28, 2014

Revenue

Charles Bell \$5,379.43
Tax Audit
Berkley Heights & Rutherford, NJ; New York & Brooklyn, NY
September 20 – October 4, 2014

Wesley Moore \$1,979.84
Tax Audit
Chicago, IL – September 21-27, 2014

Edgar Woodis \$1,169.35
Tax Audit
Atlanta, GA – September 21-26, 2014

Edgar Woodis \$965.83
Tax Audit
Memphis, TN – September 7-12, 2014

Yolanda Bradford \$394.00
GFOAA CGAT Conference
Montgomery, AL – June 18-19, 2014

Tanjawania Hurst \$110.00
ALTIST 2014 CRE Update
Hoover, AL – August 1, 2014

Travis Hulsey \$860.09
GFOA Conference in Government Financial Management
Orange Beach, AL – August 20-22, 2014

Storm Water Management Agency
Garry Miller \$150.00
National Environmental Policy
Pelham, AL – August 5, 2014

Commission - District I \$768.00
George Bowman
Association of County Commissioners
Orange Beach, AL – August 18-21, 2014

For Information Only

Personnel Board
Terria McDonald \$250.00
University of North Alabama Career Fair
Florence, AL – October 14, 2014

Terria McDonald \$400.00
Auburn University Career Expo
Auburn, AL – October 21, 2014

Terria McDonald \$150.00
Alabama A&M Career Fair
Normal, AL – September 18, 2014

Kimberly Harris \$149.00
Conference for Women
Birmingham, AL – September 10, 2014

Sheriff's Office	
Ellen Scheirer	\$843.85
Rod Robinson	\$843.85
Practical Homicide Investigations	
Phenix City, AL – November 16-19, 2014	
Paige Abbott	\$618.45
Brenda Thompson	\$618.45
Diane Haskins	\$618.45
Courtroom Testimony Techniques	
Nashville, TN – September 7-9, 2014	
Tim Edgil	\$1,549.61
Brandon Gray	\$1,381.32
Draganfly X4ES Unmanned Aircraft Training	
Saskatoon, SK, Canada – September 9-12, 2014	
Alan Herald	\$1,140.20
28 th Annual Southeastern Law Enforcement Executive Development Seminar	
Florence, AL – September 21-26, 2014	
Brian Allison	\$133.00
Crime Stoppers USA Training Conference	
Austin, TX – August 17-21, 2014	
Neil Sanders	\$2,163.55
IBM I2 Analyst Notebook Training	
Fayetteville, NC – August 10-15, 2014	

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

BUDGET TRANSACTIONS

Sheriff's Office \$478,000 (For Information Only)

Add one (1) Network System Administrator (Grade 28) and temporarily freeze one (1) PC Network Technician (Grade 23). Increase to the current budget will be \$1,591 which includes back pay to May 19th and a 5% salary increase for the promotion. The annual salary for the Network Systems Administrator position will be \$54,709.

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

Aug-14-2014-652

WHEREAS, a lightning strike disabled the Providence 911 tower; and

WHEREAS, repairs were needed in the interest of public safety; and

WHEREAS, the County Manager and County Attorney authorized such repairs on August 6, 2014 in accordance with the Jefferson County Commission Organizational Resolution.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the emergency repairs in the amount of \$13,196.07 to Motorola authorized on August 6, 2014, be and hereby is ratified.

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

Aug-14-2014-653

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No.

1 to the Agreement between Jefferson County, Alabama and TekLinks, Inc. to provide EMC Networker and Data Domain 670 maintenance for the Data Center backup systems for the period September 29, 2014 - September 28, 2015 in the amount of \$52,125.98.

CONTRACT NO.: 00005617

Contract Amendment No. I

This Amendment to Contract entered into the 1st day of August 2014, between Jefferson County, Alabama, hereinafter referred to as "the County, and Teklinks, Inc., hereinafter referred to as the "Contractor" to provide EMC Networker and Data Domain 670 maintenance support.

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:

This contract amendment results from Jefferson County's Contract No. 00005617. The original contract between the parties referenced above, was approved by the Commission on October 10, 2013, MB 165, Page(s) 393-394.

AMEND TERMS OF AGREEMENT AS FOLLOWS:

AUTHORIZATION TO PERFORM WORK: September 29, 2014 to September 28, 2015

INCORPORATE JEFFERSON COUNTY COMMISSION NON-DISCRIMINATION POLICY:

Non-Discrimination

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.

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

JEFFERSON COUNTY COMMISSION

Teklinks, Inc.

W. D. Carrington, President

_____, Authorized Representative

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

Aug-14-2014-654

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Strategic Allied Technologies, Inc. to provide upgrade to equipment, software and hardware support/maintenance for the Data Center storage system and replication software and hardware to support off-site storage and recovery of data for the period August 14, 2014 - August 13, 2015 in the amount of \$430,865.

CONTRACT NO. CON00006377

Data Storage Upgrade

THIS AGREEMENT entered into this 1st day of August, 2014, by and between Jefferson County Alabama hereinafter called "the County", and Strategic Allied Technologies., called "the Contractor", located at 15 Southlake Parkway, Birmingham, AL 35244. The effective date of this agreement shall be August 14, 2014.

WHEREAS, the County desires to contract for Data Storage VNX 5400, VPLEX, Replication Software, RecoveryPoint, and DD2500 Upgrade equipment, professional services and maintenance support as defined in BID #122 -14 Data Storage Upgrade, for the Jefferson County Commission, hereinafter called "the Commission" and;

WHEREAS, the Contractor desires to furnish said Data Storage Upgrade 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.

SCOPE OF SERVICES: This contract results from Jefferson County's ITB 122-14 Data Storage Upgrade. The ITB describes the scope of services called for and the Response contains the statements and representations of the Contractor, thereto. The response from Strategic Allied Technologies. constitutes essential components of this Contract and is adopted herein by reference. Those two components and this

CONTRACT document constitute the entire agreement between the parties.

2. Maintenance and support will be provided 24 hours per day, 7 days per week, with 4 hour response time.
3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render services at any time after the effective date of this Contract. The Contract term expires August 13, 2015, with the County's option to renew for two additional one year terms.
4. COMPENSATION: The Contractor shall be compensated a sum in the amount of \$430,865.00.
5. PAYMENT TERMS: NET 30
6. GOVERNING LAW/DISPUTE RESOLUTION: 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 is 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.
7. 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 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/or legal ramifications, due to nonperformance.
8. 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 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 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.
10. 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.
11. 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.
12. 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. The Contractor will indemnify and hold 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.
13. TERMINATION FOR CONVENIENCE: Upon Thirty (30) days written notice to the Contractor, the County may without cause and without prejudice to any other right or remedy to the County, elect to terminate the Agreement. In such case the Contractor shall be paid (without duplication of items): (1) for completed and accepted work executed in accordance with the Agreement prior to the effective date of termination, including fair and reasonable sums for such work; (2) for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Agreement in connection with any uncompleted work; and (3) for reasonable expenses directly attributable to termination, excluding loss of anticipated revenue or other economic loss arising out of or resulting from such termination.
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 OF 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.

17. 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 anything 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.

18. HOLD HARMLESS 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 by a third party against or imposed upon County because of bodily injury, death or tangible property damage, real or personal, 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. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees.

19. VIOLATION: 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.

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

Jefferson County Commission

W.D. Carrington, President

Strategic Allied Technologies

_____, Authorized Signature

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

Aug-14-2014-655

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and TekLinks, Inc. to provide Brocade Storage Area Network (SAN) switches that connect the Data Center servers to the data storage systems, services and maintenance/support for the period August 14, 2014 - August 13, 2015 in the amount of \$102,278.08.

CONTRACT NO. CON00006379

Data Storage Upgrade

THIS AGREEMENT entered into this 1st day of August, 2014, by and between Jefferson County Alabama hereinafter called "the County", and TekLinks, Inc., called "the Contractor", located at 201 Summit Parkway, Birmingham, AL 35209. The effective date of this agreement shall be August 14, 2014.

WHEREAS, the County desires to contract for Data Storage Brocade SAN Switch Upgrade equipment, professional services and maintenance support, for the Jefferson County Commission, hereinafter called "the Commission" and;

WHEREAS, the Contractor desires to furnish said Data Storage Upgrade 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.

SCOPE OF SERVICES: This contract results from Jefferson County's ITB 122-14. The ITB describes the scope of services called for and the Response contains the statements and representations of the Contractor, thereto. The response from TekLinks, Inc. constitutes essential components of this Contract and is adopted herein by reference. Those two components and this CONTRACT document constitute

the entire agreement between the parties.

2. Maintenance and support will be provided 24 hours per day, seven days a week, and four hour response time.

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render services at any time after the effective date of this Contract. The Contract term expires August 13, 2015, with the County's option to renew for two additional one year terms.

4. COMPENSATION: The Contractor shall be compensated a sum in the amount of \$102,278.28.

5. PAYMENT TERMS: NET 30

6. GOVERNING LAW/DISPUTE RESOLUTION: 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 is 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.

7. 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 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/or legal ramifications, due to nonperformance.

8. 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 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 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.

10. 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.

11. 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.

12. 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. The Contractor will indemnify and hold 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.

13. TERMINATION FOR CONVENIENCE: Upon Thirty (30) days written notice to the Contractor, the County may without cause and without prejudice to any other right or remedy to the County, elect to terminate the Agreement. In such case the Contractor shall be paid (without duplication of items): (1) for completed and accepted work executed in accordance with the Agreement prior to the effective date of termination, including fair and reasonable sums for such work; (2) for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Agreement in connection with any uncompleted work; and (3) for reasonable expenses directly attributable to termination, excluding loss of anticipated revenue or other economic loss arising out of or resulting from such termination.

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 OF 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.

17. 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 anything 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.

18. HOLD HARMLESS 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 by a third party against or imposed upon County because of bodily injury, death or tangible property damage, real or personal, 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. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees.

19. VIOLATION: 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.

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

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

Teklinks, Inc.

_____, Authorized Representative

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

Aug-14-2014-656

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby acknowledges its receipt of the following described matter approved by Mike Hale, in his capacity as duly elected Sheriff of Jefferson County, Alabama.

Support and Maintenance Agreement with Colossus, Incorporated, d/b/a InterAct Public Safety Systems to provide services for the Sheriff's Office InterAct InfoServer software for patrol vehicles mobile data system for the period April 1, 2014 - March 31, 2015 in the amount of \$32,466.50.

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

Aug-14-2014-657

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Change Order to the Agreement between Jefferson County, Alabama and Metro D Construction for the control station modification at the Bessemer Jail which decreases agreement by \$3,555.56 and increases term by fourteen (14) days.

AIA DOCUMENT 6701-2000

Change Order

(Instructions on reverse side)

PROJECT:	CHANGE ORDER NUMBER: ONE	OWNER –
(Name and address)	DATE: June 10, 2014	ARCHITECT –
Control Station Modification -	ARCHITECT'S PROJECT NUMBER 13-53	CONTRACTOR –
Jefferson County Bessemer Jail	CONTRACT DATE: October 23, 2013	FIELD –
Third Floor	CONTRACT FOR: Modifications	OTHER –
Bessemer, AL		
TO CONTRACTOR:		
Metro D. Construction, LLC		
P.O. Box 1139		
Talladega, AL 35161		

THE CONTRACT IS CHANGES AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives.)

1. Credit unused allowances (Original amount \$62,000)		(\$3,555.56)
	Total	(\$3,555.56)

The original (Contract Sum) (~~Guaranteed Maximum Price~~) was . \$211,520.00

The net change by previously authorized Change Orders \$0

The (Contract Sum) (~~Guaranteed Maximum Price~~) will be (~~increased~~) (decreased) (~~unchanged~~)

by this Change Order in the amount of (\$3,555.56)

The new (Contract Sum) (~~Guaranteed Maximum Price~~) including this Change Order will be \$207,964.44

The Contract Time will be (~~increased~~) (~~decreased~~) (~~unchanged~~) by (14) fourteen days

The Date of Substantial Completion as of the date of this Change Order therefore April 28, 2014

NOTE: This Change order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive for which the cost or time are in dispute as described in Subparagraph 7.3.8 of AIA Document A201.

Not valid until signed by the Architect, Contractor and Owner.

Lathan Associates Architects P.C.	Metro D. Construction LLC	Jefferson County Commission
ARCHITECT	CONTRACTOR	OWNER
Rick N. Lathan, AIA, President	Druel Yarborough Managing Member	W. D. Carrington, President

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

Aug-14-2014-658

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Amendment No. III to the Agreement between Jefferson County, Alabama d/b/a Cooper Green Mercy Health Services and J. Walden Retan, M.D. to extend maximum number of hours from 32 to 40 per week and to increase compensation an amount not to exceed \$166,400 annually to an amount not to exceed \$208,000 annually for the period June 2, 2014 - June 1, 2015.

Contract ID: CON-00004882

J. Walden Retan, MD

AMENDMENT TO CONTRACT

This is Amendment III to the Contract by and between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services "the County" and J. Walden Retan, hereinafter referred to as "Primary Care Provider."

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 effective May 1, 2014:

The contract which was amended by the Jefferson County Commission on February 6, 2014, and recorded in Minute Book 166; Page(s) 78, is hereby amended as follows:

Item 1.4 Hours: The parties agree to increase the Primary Care Provider maximum of hours per week to perform duties by 8 hours

from a maximum hours per week of 32 hours to a maximum per week of 40 hours.

Item 3.1 Compensation: County shall increase pay to Primary Care Provider from an amount not to exceed \$166,400 annually to an amount not to exceed \$208,000 annually.

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

JEFFERSON COUNTY, ALABAMA:

W. D. CARRINGTON, President

PRIMARY CARE PROVIDER:

J. Walden Retan, MD

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

Aug-14-2014-659

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendments/Agreement between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services (CGMHS) and the following for CGMHS to provide clinical education as described.

- a. UAB, UAB School of Medicine and University of Alabama Hospital (UASOM) - to provide postdoctoral medical education in medical specialties in a residency training program for the period January, 2013 - September 30, 2014
- b. UAB, UAB School of Medicine and University of Alabama Hospital (UASOM) amendment - to provide postdoctoral medical education in medical specialties in a residency training program for the period October 1, 2014 - September 30, 2015
- c. Samford University School of Pharmacy - graduate & undergraduate Pharmacy students for the period August 16, 2014 - August 15, 2015
- d. Jefferson State Community College - Medical Laboratory Technician students for the period August 16, 2014 - August 15, 2015

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

Aug-14-2014-660

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 1 to the Agreement between Jefferson County, Alabama d/b/a Cooper Green Mercy Health Services and Carefusion 211, Inc. to provide all parts for the 22 Encore Pulmonary Lab equipment for FY2014-2015 in the amount of \$2,625.

CONTRACT NO.: 00005568

Contract Amendment No. 1

This Amendment to Contract entered into the 10th day of October, 2013, between Jefferson County, Alabama d/b/a Cooper Green Mercy Health Services, hereinafter referred to as "Carefusion 211, Inc, hereinafter referred to as the "Contractor" to provide all parts for the 22 Encore Pulmonary Lab Serial #APH 000353-A.

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:

This contract amendment results from Jefferson County's Contract No. 00005568. The original contract between the parties referenced above, was approved by the Commission on October 10, 2013; recorded in MB, Page (s).

Item 1. Amend Term of Contract: October 1, 2014 through September 30, 2015.

Item 2. Compensation: Increase amount of contract to \$2,625 for renewal term.

Item 3. 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.

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

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

Jefferson County Commission

CAREFUSION 211, INC.

Mary Ann Magnon, Director Service Sales

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

Aug-14-2014-661

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 Nassif Cannon, M.D. to provide internal medicine physician services to November 1, 2015 in the amount of \$180,000.

Contract ID: CON-00005819

Nassif Cannon, 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 Nassif Cannon, MD, hereinafter referred to as "Internal Medicine Physician," is hereby effective on November 1, 2013 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 January 31, 2014; and recorded in Minute Book 166; Page(s) 45, is hereby amended as follows:

- Extend the completed date of this contract to November 1, 2015.
- All other terms and conditions of the original contract remain the same.

JEFFERSON COUNTY, ALABAMA

W. D. CARRINGTON, President

Commission President

PROVIDER

Nassif Cannon, MD

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

Aug-14-2014-662

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 (CGMHS) and Alabama Department of Public Health for CGMHS to provide early detection of colorectal cancer in an amount payable not to exceed \$150,000.

CONTRACT BETWEEN

THE ALABAMA DEPARTMENT OF PUBLIC HEALTH

AND

JEFFERSON COUNTY COMMISSION

DBA COOPER GREEN MERCY HEALTH SERVICES

This Contract entered into by and between the Alabama Department of Public Health, hereinafter, "Department," and Jefferson County Commission DBA Cooper Green Mercy Health Services, hereinafter "Contractor," is effective July 7, 2014 terminates June 29, 2015.

WHEREAS, the purpose of this Contract is to provide early detection of colorectal cancer in men and women in the State of Alabama through the above named Contractor; and

WHEREAS, funding for activities performed under this Contract was provided by the Alabama Department of Public Health, Bureau of Family Health Services through a cooperative agreement with the Centers for Disease Control and Prevention, being grant number 1 U58DPOO3854 (National Cancer Prevention & Control Program National Breast and Cervical Cancer Early Detection Program) and DP002055 (Integrating Colorectal Cancer Screening within Chronic Disease Programs), for grant budget period June 30, 2012 through June 29, 2015. The program is authorized under sections 1501-1510 [42 U.S.C. 300k, 42 U.S.C. 3001, 42 U.S.C. 3001-1, 42 U.S.C. 300m, 42 U.S.C. 300n, 42 U.S.C. 300 n-1, 42 U.S.C. 300 n-2, 42 U.S.C. 300 n-3, 42 U.S.C. 300 n-4, 42 U.S.C. 300 n-5] of the Public Health Service Act, as amended and under section 301 (a) of the Public Health Service Act, [42 U.S.C. section 241 (a)], as amended; and

NOW THEREFORE, in consideration of the mutual covenants herein below specified, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties herein agree to the following:

The Contractor shall agree to:

1. Provide colorectal cancer services that may include interpretation.
2. Follow the minimum clinical elements as the standard of care (as stated in the FITWAY Alabama Colorectal Cancer Prevention Program protocol manual). Clinical guidelines may be modified by the program with notification of changes being sent to affected providers.
3. Render service and invoice the Department for services to clients referred by other participating physicians.
4. Hold all patient records generated by and as a result of this contract shall be deemed to be confidential and safeguarded in accordance with the general confidentiality standards within the profession.

The Department shall agree to:

Reimburse Contractor for colorectal cancer screening services according to the rate of reimbursement for approved procedures upon receipt of all necessary forms applicable to services provided and required by FITWAY Alabama Colorectal Cancer Prevention Program. The rate of reimbursement will not exceed the current Medicare part B rate. Medicare rates are re-evaluated and updated annually. The Medicare rate current as of the date of service will be paid.

Under no circumstances shall the maximum amount payable under this Contract exceed \$ 15,000.00 for the Contract period.

CLOSEOUT CLAUSE. Contractor acknowledges that under the terms of the grant received by the Department from Federal sources including general Federal grants practices and procedures, the Contractor herein must submit all invoices or other demands for payment hereunder by a date which allows the Department to finalize and submit a financial status report to the granting Federal agency. For purposes of this Contract, that date is August 31, 2015. Invoices or demands for payment received after that date for work and labor performed cannot be paid and are forfeit.

DISCRIMINATION CLAUSE. Contractor will comply with Titles IV, VI, and VII of the Civil Rights Act of 1964, the Federal Age Discrimination in Employment Act, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and all applicable Federal and State laws, rules and regulations implementing the foregoing statutes with respect to nondiscrimination on the basis of race, creed, color, religion, national origin, age, sex, or disability, as defined in the above laws and regulations. Contractor shall not discriminate against any otherwise qualified disabled applicant for, or recipient of aid, benefits, or services or any employee or person on the basis of physical or mental disability in accordance with the Rehabilitation Act of 1973 or the Americans With Disabilities Act of 1990.

GOVERNOR'S PRORATION CLAUSE. It is agreed that the Department may terminate this Contract by giving thirty (30) day written notice to Contractor should the Governor of Alabama declare proration of the fund from which payment under this Contract is to be made. This termination for cause is supplemental to other rights the Department may have under this Contract or otherwise to terminate this Contract.

TERMINATION CLAUSE. This Contract may be terminated by either party by giving thirty (30) day written notice to the other party.

AMENDMENT CLAUSE. This Contract may be amended only by mutual agreement in writing, signed by Department and Contractor, and processed through and approved by all necessary authorities.

STANDARD OF PRACTICE CLAUSE. Contractor agrees to observe and comply at all times with all Federal and State laws and rules in effect during the term of this Contract which in any manner affect performance under this Contract. Contractor agrees to perform services consistent with customary standard of practice and ethics in the profession.

ASSIGNMENT CLAUSE. The rights, duties, and obligations arising under the terms of this Contract shall not be assigned by any of the parties hereto without the written consent of all other parties.

ENTIRE AGREEMENT CLAUSE. This Contract contains the entire agreement of the parties and there are no other agreements, verbal or written, affecting this Contract that have not been incorporated herein or attached hereto.

SEVERABILITY CLAUSE. Each provision of this Contract is intended to be severable. If any term or provision of this Contract is illegal or invalid for any reason whatsoever, said illegality or invalidity shall not affect the legality or validity of the remainder of this Contract.

HEADINGS CLAUSE. Headings in this Contract are for convenient reference only and shall not be used to interpret or construe the provisions of this Contract.

DO NOT WORK CLAUSE. Contractor acknowledges and understands that this Contract is not effective until it has received all requisite State government approvals and Contractor shall not begin performing work under this Contract until notified to do so by the Department. Contractor is entitled to no compensation for work performed prior to the effective date of this Contract.

EMERGENCY CANCELLATION CLAUSE. Notwithstanding any other provision of this Contract, upon the issuance of a Declaration of Financial Necessity by the State Health Officer, this Contract may be canceled immediately upon notice of such cancellation being given in writing to the Contractor. Notwithstanding such cancellation, the Contractor shall be recompensed for work and labor performed and completed prior to the issuance of such notice on principles of quantum meruit.

FINANCIAL NECESSITY CLAUSE. All terms and conditions of this Contract notwithstanding, the parties agree that upon the issuance of a Declaration of Financial Necessity by the State Health Officer, the maximum amount payable under this Contract may be unilaterally reduced by the Department to an appropriate amount to be determined by the Department upon notice of such being given in writing to the Contractor. Notwithstanding such reduction, the Contractor shall be recompensed for work and labor performed and completed prior to the issuance of such notice on principles of quantum meruit.

TOBACCO SMOKE CLAUSE. Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to one-thousand dollars (\$1000) per day and/or the imposition of an administrative compliance order on the responsible entity. By signing and submitting this Contract the Contractor certifies that it will comply with the requirements of the Act.

The Contractor further agrees that it will require the language of this certification be included in any sub-awards which contain provisions for the children's services and that all Subcontractors shall certify accordingly.

LOBBYING CLAUSE. The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten-thousand dollars (\$10,000) and not more than one-hundred-thousand dollars (\$100,000) for each such failure.

DEBARMENT, SUSPENSION CLAUSE. For the purposes of this clause, "prospective lower tier participant" or "lower tier participant" refers to the Contractor herein.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of

changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under sub-paragraph 5 above, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. Certification Regarding Debarment, Suspension, Ineligibility an Voluntary Exclusion--Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

RECORD RETENTION. The Contractor is aware that it must retain all records pertinent to expenditure incurred under this Contract for a period of three (3) years after the termination of all activities funded under this Contract. Records for any displaced person must be kept three (3) years after he/she has received final payment. Notwithstanding the above, if there are litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolutions of all issues, or the expiration of the three-year period, plus the current year whichever occurs later. See Department of Public Examiners for their record retention policy.

AVAILABILITY OF FINANCIAL STATEMENTS. All records and financial statements, to include a copy of the independent audit report, shall be made available to authorized personnel from the State or Federal Program Office, the Examiners of Public Accounts or their representatives, for audit and inspection purposes.

Where there is an apparent conflict among the Contract documents which cannot be resolved by interpretation, this document controls.

Contractor:

Jefferson County Commission DBA
Cooper Green Mercy Health Services
David Carrington

Address:

Jefferson County Courthouse
716 Richard Arrington Jr. Blvd. North
Suite 230
Birmingham, At- 35203
Telephone: (205) 325-5503
Fax: (205) 325-5960

Alabama Department of Public Health
This Contract has been reviewed as to content
Chris R. Haag, Deputy Director

APPROVED:

Alabama Department of Public Health

Donald E. Williamson, M.D., State Health Officer

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

Aug-14-2014-663

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 Baptist Health System, Inc. to make verbiage changes to Section 2.4 by deleting last sentence and replace it with "The parties further agree that the maximum amount payable per annum to Hospital for services rendered during the contract term is \$1,500,000."

AMENDMENT TO 2013/2014
PREFERRED PROVIDER AGREEMENT
COOPER GREEN MERCY HEALTH SERVICES

THIS AMENDMENT TO PREFERRED PROVIDER AGREEMENT ("Amendment") is made to be effective on the day of July, 2014 (the "Effective Date"), by and between BAPTIST HEALTH SYSTEM, INC. ("BHS"), an Alabama non-profit corporation recognized as tax exempt under Section 501(c)(3) of the Internal Revenue Code, and THE JEFFERSON COUNTY COMMISSION d/b/a COOPER GREEN MERCY HEALTH SERVICES ("County").

WHEREAS, BHS and County have heretofore entered into that certain Preferred Provider Agreement effective as of October 1, 2013, (the "Agreement"), pursuant to which County has contracted with BHS for the provision of certain hospital services; and

WHEREAS, BHS and County wish to amend the terms of the Agreement as provided herein to accurately reflect the intent of the parties;

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party herein, the parties agree as follows:

1. The Parties hereby agree that the last sentence of Section 2.4 shall be deleted and replaced with the following:
"The parties further agree that the maximum amount payable per annum to Hospital for services rendered during the contract term is \$1,500,000."
2. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.
3. This Amendment shall be interpreted, construed and enforced according to the laws of the State of Alabama.
4. Except as specifically modified by this Amendment, the Agreement shall remain in full force and effect in accordance with its respective terms.

IN WITNESS WHEREOF, BHS and County have caused this Agreement to be executed by a duly authorized officer, to be effective as of the Effective Date.

BAPTIST HEALTH SYSTEM, INC.

Keith Parrott, CEO

THE JEFFERSON COUNTY COMMISSION d/b/a COOPER GREEN MERCY HEALTH SERVICES

W. D. Carrington, President

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

Aug-14-2014-664

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 Baptist Physicians Alliance to make verbiage changes to Section 2.4 by deleting last sentence and replace it with "The parties further agree that the maximum amount payable per annum to BPA for physician services during the contract term is \$500,000."

AMENDMENT TO 2013/2014
PREFERRED PROVIDER AGREEMENT - PHYSICIANS
COOPER GREEN MERCY HEALTH SERVICES

THIS AMENDMENT TO PREFERRED PROVIDER AGREEMENT ("Amendment") is made to be effective on the day of July, 2014 (the "Effective Date"), by and between BAPTIST PHYSICIAN ALLIANCE, LLC ("BPA"), an Alabama limited liability corporation, and THE JEFFERSON COUNTY COMMISSION d/b/a COOPER GREEN MERCY HEALTH SERVICES ("County").

WHEREAS, BPA and County have heretofore entered into that certain Preferred Provider Agreement effective as of October 1, 2013, (the "Agreement"), pursuant to which County has contracted with BPA for the provision of certain physician services; and

WHEREAS, BPA and County wish to amend the terms of the Agreement as provided herein to accurately reflect the intent of the parties;

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party herein, the parties agree as follows:

1. The Parties hereby agree that the last sentence of Section 2.4 shall be deleted and replaced with the following:

"The parties further agree that the maximum amount payable per annum to BPA for physician services during the contract term is \$500,000."

2. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

3. This Amendment shall be interpreted, construed and enforced according to the laws of the State of Alabama.

4. Except as specifically modified by this Amendment, the Agreement shall remain in full force and effect in accordance with its respective terms.

IN WITNESS WHEREOF, BPA and County have caused this Agreement to be executed by a duly authorized officer, to be effective as of the Effective Date.

BAPTIST PHYSICIAN ALLIANCE, LLC

G. Scott Fenn, Chief Integration Office

THE JEFFERSON COUNTY COMMISSION d/b/a COOPER GREEN MERCY HEALTH SERVICES

W. D. Carrington, President

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

Aug-14-2014-665

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a License Agreement between Jefferson County, Alabama and AIDS Alabama for office space located on the 1st Floor of the CGMHS building for the period September 15, 2014 - September 14, 2015 in the amount of \$450 annually.

LICENSE AGREEMENT

This license agreement made and entered into this 14 day of September, 2014, by and between Jefferson County Commission, Jefferson County, Alabama a political subdivision of the State of Alabama d/b/a Cooper Green Mercy Health Services (hereinafter referred to as "COUNTY") and AIDS ALABAMA/ENROLL ALABAMA (hereinafter "TENANT").

RECITALS

Section 1. Licensed Premises

a. COUNTY hereby agrees to license to TENANT and TENANT hereby agrees to rent from COUNTY approximately, an office located on the first floor near the waiting room area of Cooper Green Mercy Health Services building which is located at 1515 6th Avenue South., Birmingham, Alabama 35233, (hereinafter referred to as the "licensed premises") shown on Exhibit A.

COUNTY represents to TENANT that the portion of the premises licensed to TENANT, identified in Exhibit A will be solely occupied by TENANT with no other tenants located in the portion of the subject property licensed to TENANT during the term of the License.

b. For all purposes under this license, the term "floor area" of the licensed premises shall be approximately 36 square feet. In computing the leasable area no deductions shall be made for columns, partitions, stairs or other structures or equipment.

Section 2. Length of Term and Termination:

The term of this license shall be twelve (12) months, unless sooner terminated as herein provided. The effective date of this license agreement shall be September 15, 2014 and end on September 14, 2015. Notwithstanding the foregoing, either party may terminate this License upon thirty days (30) days written notice. The COUNTY or TENANT may terminate this license agreement at any time for convenience regardless of reason with written notice to other party.

Section 3. Rent:

TENANT covenants and agrees that it will pay COUNTY a fixed rent amount of four hundred fifty dollars, (\$450.00) per year for the licensed premises. The rental payments will be paid on a one time basis as soon as practical after execution of the license agreement.

All rent payable hereunder by TENANT to the COUNTY shall be paid, in lawful money of the United States, made payable to Jefferson County Commission and delivered to the attention of the Jefferson County Finance Department, 716 Richard Arrington Jr. Blvd N, Room 820, Birmingham, AL 35203.

Section 4. Tenants Installations:

TENANT shall, at TENANT's cost and expense, at all times during the term of this License keep the Licensed premises equipped with all trade equipment, furniture, operation equipment, and any other equipment necessary for the proper operation of TENANT's business.

Section S. Use of Premises:

5.a. TENANT covenants to use the licensed premises solely for the purpose of operating TENANT and TENANT related activity.

5.b. TENANT will have office/building access between 8 AM and 5 PM Monday through Friday. No access will be allowed during county holidays or weekends.

Section 8. Assignment and Subletting

TENANT is prohibited and without the authority or consent to assign, mortgage or encumber this license, in whole or in part sublet all or any part of the Licensed Premises without the prior written consent of COUNTY. The COUNTY's decision to withhold such consent, for whatever reason, if any, shall be absolute and binding on TENANT. The consent by the COUNTY to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. The prohibition against assignment or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law. Notwithstanding any assignment or sublicenses, TENANT shall remain fully liable and shall not be relicensed from any obligations or liabilities under this license.

Section 9. Repairs

(a) COUNTY shall provide maintenance and repairs for the licensed area, excluding repairs to TENANT's office equipment or furniture.

Section 10. Mechanics', Materialmen's and other Liens

Should any mechanics', materialmen's or other liens be filed against the licensed premises or any part thereof for any reason whatsoever by reason of TENANT's act or omissions or because of a claim against TENANT, TENANT shall cause the same to be cancelled and discharged of record by bond or otherwise within ten (10) days after notice by COUNTY.

Section 11. Utility Services and Charges:

COUNTY shall pay all charges for gas, water, electricity, and other utility services, used or consumed in the licensed premises, including, but not limited to, sewer and sewer service charges. COUNTY shall not be under any responsibility or liability in any way whatsoever for the quality, quantity, impairment, interruption, stoppage or other interference with service involving water, heat, gas, electric current for light and power, telephone or any other service.

Section 12. Use of Common Areas and Facilities:

COUNTY shall furnish cleaning services for the license area.

Section 13. Indemnity, Liability Insurance, Payment of Costs and Expenses:

(a) TENANT represents and agrees that it will be responsible for providing and maintaining insurance on the licensed premises, if TENANT desires coverage which shall include but not be limited to general liability and property damage (for TENANT's property), fire, casualty, and construction coverage. TENANT shall store its property in and shall occupy the licensed premises at its own risk. TENANT hereby releases COUNTY, to the full extent permitted by law, from all claim of every kind resulting in loss of life, personal or bodily injury or property damage. COUNTY shall not be responsible or liable for any loss or damage to TENANT's agents, servants, employees, guest, or invitees, on the premises, or property that may be damaged or suffer loss by or through the acts or omissions of persons occupying adjacent, connecting or adjoining premises except for the COUNTY's own negligence. COUNTY shall not be responsible or liable for any defect, latent or otherwise, in the licensed premises or in any of the equipment, machinery, utilities, appliances or apparatus therein, nor shall COUNTY be responsible or liable for any injury, loss or damage to any person or to any property of TENANT or other person caused by or resulting from bursting, breakage or from leakage, steam or ice, running, backing up, seepage or the overflow of water or sewage or for any injury or damage caused by or resulting from acts of God or the elements, or for any injury or damage caused by or resulting from a defect or negligence in the occupancy, construction, operating or use of any premises, building, machinery, apparatus or equipment in or about the licensed premises, or building by any person or by the acts of negligence of any occupant of any premises constituting a part of the building.

(b) TENANT certifies that its employees are subject to the Alabama Workmen's Compensation Law and regulations, which law and regulations shall be followed by TENANT in all appropriate cases and that appropriate worker's compensation insurance and professionally liability insurance is maintained on its employees. TENANT further certifies that it shall respond in accordance with applicable law to any claims, suits or actions for damages in connection with loss of life, bodily or personal injury or property damage arising from or out of any occurrence in, upon, at or from the licensed premises.

Section 15. Fire or Other Casualty:

If the licensed premises shall be destroyed by fire or other casualty both the County and the Tenant may immediately terminate the license agreement by providing written notice. Nothing herein above contained shall impose upon COUNTY any liability to repair, rebuild or replace any property belonging to TENANT.

Section 16. Default by Tenant

(a) The happening of any one or more of the following events shall constitute a default under this license:

(I) Failure by TENANT to pay any rent or other payment or charge provided in this license to be paid by TENANT, as and when such payment becomes payable hereunder, and continuance of such failure for a period of ten (10) days after written notice to TENANT that such payment has not been received unless such failure has occurred twice in the immediately preceding twelve months, in which instance no notice shall be required.

(II) Failure by TENANT to perform or observe any other agreement, covenant or condition required by this license to be performed or observed by TENANT for a period of fifteen (15) days, or if a longer period shall be required because of the nature of such default, failure by TENANT to commence within said fifteen day period and thereafter to proceed diligently to cure such default.

(III) Assignment of the license by TENANT without the prior written consent of the COUNTY.

(IV) Vacation or abandonment of the licensed premises by TENANT.

(b) Whenever any such event of default shall have occurred or continues beyond the applicable period of time after any required notice has been received as provided above the COUNTY shall have the right at its option to immediately, or at any time thereafter, terminate this license by giving TENANT ten (10) days' notice of such termination and this license shall terminate on the date specified in such notice of cancellation. Such termination by default shall not relieve TENANT of any liability to the COUNTY for damages sustained by virtue of a breach by TENANT.

Section 17. Quiet Enjoyment

The COUNTY covenants that subject to TENANT's complying with all the terms and conditions of this license on TENANT's part to be complied with and performed, TENANT shall have the peaceable and quiet possession of the licensed premises during the term of this license.

Section 18. Further Agreements and Covenants

TENANT further covenants and agrees to (a) store all trash and refuse in adequate containers within the licensed premises, in a neat, clean condition so as not to be visible to the public and so as not to create any health or fire hazard.

Section 19. Unavoidable Delays

In the event that either party hereto is rendered unable to carry out any obligations of such party under this license, either wholly or in part, because of unavoidable delays, then such obligations shall be suspended during the continuance of any inability so caused, but for no longer period, and such cause shall, so far as possible, be remedied with all reasonable dispatch. The term "unavoidable delays" means riots, epidemics, lighting, earthquakes, fires, storms, floods, washouts, arrests and restraint of rules and people, civil disturbances, explosions, breakage or accidents to machinery, and causes of like or similar kind, whether herein enumerated or not, and not within the control of the party claiming suspension, and which by the exercise of the due diligence such party is unable to overcome; provided, however, notwithstanding any contrary provisions contained in this section, no obligation of either party hereto shall be suspended where such obligation is for, or related to the payment of money.

Section 20. Surrender at End of Term

Upon the expiration of the term hereof, or sooner termination of this license, TENANT agrees to surrender and yield possession of the licensed premises to COUNTY, peacefully and without notices and in good order and condition, but subject to ordinary wear and reasonable use thereof, subject to such damage or destruction or condition as TENANT is not required to restore or remedy under other terms and conditions of this license.

Section 22. No Waiver:

Failure of COUNTY to insist upon the strict performance of any provision of this license or to exercise any option or any rules and regulations shall not be construed as a waiver in the future of any such provision, rule or option. The receipt by COUNTY of rent with knowledge of the breach of any provision of this license shall not be deemed a waiver of such breach. No provision of this license shall be deemed to have been waived by COUNTY or TENANT unless such waiver is in writing and signed by the other. No payment by TENANT or receipt by COUNTY of a lesser amount than the quarterly rent shall be deemed to be other than on account of the earliest rent then unpaid, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction. COUNTY may accept such check or payment without prejudice to COUNTY's right to recover the balance of such rent or to pursue any other remedy in this license provided.

Section 23. Notices:

Any notice and demand which may be or is required to be given under this license shall be in writing and sent by United States Certified mail, postage prepaid, and shall be addressed;

(a) If to County;

Mr. Walter Jackson

Deputy County Manager

Jefferson County Courthouse, Room 251

716 Richard Arrington Jr., Blvd. N

Birmingham, Alabama 35203

And Copy

Mr. Roger McCullough

Cooper Green Health Services

1515 6th Avenue South

Birmingham, Alabama 35233

(b) If to TENANT;

Sonja Smith

Project Coordinator

Aids Alabama-Enroll Alabama

3 521 7th Avenue South

Birmingham, AL 35222

COUNTY and TENANT shall each have the right to change their respective above designated address and names of the parties to who notices and demands are to be sent by providing written notice to the other of the change.

Section 24. Governing Law:

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 over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County, Alabama, Birmingham Division.

Section 25. COUNTY Funds Paid:

COUNTY, TENANT and TENANT's representative signed below certify by the execution of this Agreement that no part of the funds paid by the county and or State 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,

Section 26. Modification of Agreement:

There shall be no modification of this written license agreement except in writing and signed by the party to be charged.

Section 27. Captions and Headings

The captions and heading of the articles and sections of this license agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

Section 28. Construction of Terms:

(a) Printed parts of this license shall be as binding upon the parties hereto as other parts hereof. Parts of this license which are written or typewritten shall have no greater force of effect than, and shall not control, parts which are printed, but all parts shall be given equal effect. TENANT declares that TENANT has read and understands all parts of this license, including all printed parts hereof. If any provision contained in a rider, if any, is inconsistent with a printed provision, the rider provision shall control.

(b) Any provision or provisions of this license which may prove to be invalid, void or illegal shall in no way affect, impair, or invalidate any other provisions hereof shall nevertheless remain in full force and effect.

Section 29. Representations of TENANT and COUNTY as to the Entirety of the Agreement

TENANT hereby represents to COUNTY and COUNTY hereby represents to TENANT that this license sets forth the entire agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have caused this license agreement to be executed, under seal, as of the day and year first above mentioned.

LANDLORD:

JEFFERSON COUNTY COMMISSION

W.D. Carrington, President, Jefferson COUNTY Commission

TENANT:

AIDS ALABAMA/ENROLL ALABAMA AUTHORITY

Motion was made by Commissioner Stephens seconded by Commissioner Bowman that the above resolution be adopted. Voting

“Aye” Stephens, Bowman, Brown, Carrington and Knight.

Aug-14-2014-666

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby acknowledges its receipt of the following described matter approved by the Jefferson County Emergency Management Agency (“EMA”) Council.

Agreement with Alabama Law Enforcement Agency to provide grant funding in the amount of \$7,000 to purchase mobile data terminals for the Brookside Police Department.

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

Aug-14-2014-667

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and the District Attorney and Deputy District Attorney _____ to have the County provided compensation, pension contribution and health insurance amounts paid directly to the Office of Prosecution Services and merged with State provided compensation and paid to the Deputy District Attorney on the OPS payroll so that the entire compensation may be considered for the State pension.

JESSICA JONES

DREW HERRING

PAYROLL AUTHORIZATION

RECITAL:

Alabama law requires Jefferson County to pay specified annual compensation to the Birmingham and Bessemer District Attorneys and their deputies. The law also requires the State to pay a portion of the compensation for the District Attorneys and for some of the Deputy District Attorneys. Where the compensation responsibility is divided between the County and the State, the Attorneys' pension membership is also divided between the County pension and the State pension. Through this Agreement, the parties establish an option for the District Attorneys and the Deputy District Attorneys to elect to have the County provided compensation, pension contribution and health insurance amounts for single or family coverage paid directly to the Office of Prosecution Services (OPS) and merged with the State provided compensation and paid to the Deputy District Attorney on the OPS payroll so that the entire compensation may be considered for the State pension.

WITNESSETH:

IN CONSIDERATION OF THE PREMISES, Jefferson County (the County), the District Attorney and the Deputy District Attorney agree as set out below:

Definition: As used herein the term "County provided compensation/benefits" shall mean:

- a) The respective salary amounts for DDA's established by legislative act (and as amended) applicable to the Birmingham and Bessemer District Attorneys Offices and directed to be payable by Jefferson County as salary compensation;
- b) An amount equal to 3% of the salary compensation representing an employer pension match;
- c) An amount equal to 75% of the amount paid by the State toward the cost of State health insurance for either single or family coverage elected by the DDA.

* In accordance with past practice, the County shall include an amount for FICA upon the condition that the County will be reimbursed by the State.

- 1) By execution below, the Deputy District Attorney hereby elects to have his County-provided compensation/benefits paid directly to the Office of Prosecution Services and merged with his State-provided compensation and paid to him on the OPS payroll.
- 2) By execution below, the District Attorney hereby endorses and approves the above election of the Deputy District Attorney.
- 3) The County hereby agrees to make the quarterly payments in advance, no later than the 10th day of the months January, April, July and October of each year, of the County-provided compensation/ benefits, directly to the Office of Prosecution Services for merger with the State-provided compensation and paid to the deputy district attorney on the OPS payroll.
- 4) The amount initially to be paid by the County is set out on the attachment. Provided however, the amounts shall be automatically

amended to reflect changes in the compensation to be paid by the County; i.e., the annual step raises and promotions for Deputy District Attorneys and changes in insurance coverage and the amount paid by the State.

5) The effective date of this Agreement shall be _____, 2014.

IN WITNESS WHEREOF, the parties have executed this Agreement as reflected below.

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

Jefferson County Commission

Brandon K. Falls, District Attorney

Birmingham Division

_____ Deputy District Attorney

Birmingham Division

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

Aug-14-2014-668

WHEREAS, Jefferson County Family Court is mandated to facilitate the care, protection and discipline of children who come under the jurisdiction of the juvenile court while acknowledging the responsibility of the juvenile court to preserve the public peace and security; and

WHEREAS, Family Court provides numerous other monitoring, counseling, enforcement, and mental health services for the children of Jefferson County; and

WHEREAS, Family Court has received services from Jefferson-Blount-St. Clair Mental Health Authority (JBS) pending execution of a new contracts; and

WHEREAS, JBS is entitled to compensation for services provided to Jefferson County.

THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Chief Financial Officer is directed to facilitate payments to the below entities based on invoices provided.

VENDOR	AMOUNT	PERIOD
Jefferson-Blount-St. Clair Mental Health Authority (JBS) (Jefferson County Youth Advocacy Program)	\$24,981.13	March 1, 2014 - June 30, 2014

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

Aug-14-2014-669

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, 3007; 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 Bowman that the above resolution be adopted. Voting "Aye" Stephens, Bowman, Brown, Carrington and Knight.

Aug-14-2014-670

WHEREAS, the Jefferson County Commission originally approved a resolution on May 30, 2013 in Minute Book 165, Page 75

authorizing an Agreement between Jefferson County, Alabama and YWCA-Family Violence Center for a Federal Emergency Solutions Grant (HESG12-ES-RRH-YFV); and

WHEREAS, the Agreement was previously amended on January 31, 2014, in Minute Book 166, Pages 59-60.

NOW, THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized and directed to execute an Amendment to extend the contract period to August 29, 2014 and increase the contract amount an additional Thirteen Thousand and no/100 dollars (\$13,000.00). 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 YWCA-Family Violence Center (HESG12ES-RRH-YFV), hereinafter call the "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 75;

Said contract was previously amended on January 31, 2014, in Minute Book 166, Pages 59-60, is hereby amended as follows:

1. The purpose of this Amendment is to extend the contract period to August 29, 2014.
2. Increase the budgeted funds for Rapid Re-housing by \$13,000.00: The total compensation to be paid to the Contractor shall not exceed \$33,126.00. The expenditure of funds for the budget categories named below shall not exceed the following amounts:

Operations: \$15,126.00

Rapid Re-housing:

Housing Relocation and Stabilization: \$7,000.00

Tenant Based Rental Assistance: \$11,000.00

Total Rapid Rehousing \$18,000.00

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

JEFFERSON COUNTY, AL

W.D. Carrington, President - Jefferson County Commission

CONTRACTOR

Yolanda Sullivan, CEO - YWCA

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

Aug-14-2014-671

Whereas, the Housing and Community Development Act of 1974, as amended, requires that certain environmental clearance procedures must be performed pursuant to making application to the U.S. Department of Housing and Urban Development for Community Development Block Grant funds; and

Whereas, the Jefferson County Office of Community & Economic Development will complete the Federally mandated Environmental Review for each project as required by applicable laws and regulations; and

Whereas, only when the required and appropriate environmental review techniques processes have been completed will the Office of Community & Economic Development submit a Request for Release of Funds to the President of the Jefferson County Commission for execution; and

Whereas, the Chief Executive Officer of the jurisdiction submitting application for said funding is authorized to assume the status of a responsible federal official insofar as the provisions of the National Environmental Protection Act of 1969 apply to the HUD responsibilities for environmental review, decision-making and action assumed and carried out by the applicant.

Now, Therefore Be It Resolved, by the Jefferson County Commission that the President David Carrington is authorized to consent and on behalf of the applicant, to accept jurisdiction for the enforcement of all aforesaid responsibilities, and is hereby authorized once the fifteen (15) day comment period has expired to execute and submit to the U.S. Department of Housing and Urban Development (HUD) a "Request for Release of Funds Certification" and documents for the North Smithfield Storm Shelter Project from the Community Development Block Grant Program.

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

Aug-14-2014-672

Whereas, Jefferson County, through its Office of Community & Economic Development, will undertake various projects as part of its ongoing Community Development Block Grant programs; and

Whereas, the Jefferson County Office of Community & Economic Development will complete the Federally mandated Environmental Review for each project as required by applicable laws and regulations; and

Whereas, only when no significant environmental impact, other than beneficial, is determined or anticipated to result from a project as a result of the Environmental Review, the Office of Community & Economic Development will submit a "Finding of No Significant Impact" to the President of the Jefferson County Commission for execution.

Now, Therefore Be It Resolved, by the Jefferson County Commission that the President David Carrington is authorized and hereby directed to execute the Finding of No Significant Impact for the North Smithfield Storm Project (CDBG-DR13-03-U1-NSS)

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

Aug-14-2014-673

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: July 30, 2014
Purpose: Payment to Lynda H. Murray for acquired Permanent Drainage Easement that contains 0.019 acres, more or less, and the Temporary Construction Easement contains 0.020 acres, more or less (site address) 1716 Patton Chapel Road, B'ham., AL 35226 Project No. STPBH-7020(601) - Patton Chapel Rd - Ph. III – Tr. 31A
Agent: Alan K. Dodd
Price: \$1,935.00
Pay to the order of: Lynda H. Murray
Mailing Address: 1716 Patton Chapel 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 Bowman that the above resolution be adopted. Voting "Aye" Stephens, Bowman, Brown, Carrington and Knight.

Aug-14-2014-674

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: July 30, 2014
Purpose: Payment to Holli Ford for acquired Temporary Construction Easement that contains 0.035 acres, more or less (site address) – 3401 Collingwood Road, B'ham., AL 35226

Project No. STPBH-7020(601) - Patton Chapel Rd - Ph. III – Tr. 32A Agent: Alan K. Dodd

Price: \$760.00
Pay to the order of: Holli Ford
Mailing Address: 3401 Collingwood 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 Bowman that the above resolution be adopted. Voting “Aye” Stephens, Bowman, Brown, Carrington and Knight.

Aug-14-2014-675

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: July 18, 2014
Purpose: Payment to William Joseph Kitchings for acquired Temporary Construction easement that contains 0.042 acres, more or less (site address) – 3332 Burning Tree Drive, B'ham., AL 35226

Project No. STPBH-7020(601) - Patton Chapel Rd - Ph. III – Tr. 37 Agent: Alan K. Dodd

Price: \$910.00
Pay to the order of: William Joseph Kitchings
Mailing Address: 3332 Burning Tree Drive
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 Bowman that the above resolution be adopted. Voting “Aye” Stephens, Bowman, Brown, Carrington and Knight.

Aug-14-2014-676

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: July 18, 2014
Purpose: Payment to Andy Sentenn for acquired Temporary Construction Easement that contains 0.035 acres, more or less (site address) – 3401 Strollaway Drive, B'ham., AL 35226

Project No. STPBH-7020(601) - Patton Chapel Rd - Ph. III – Tr. 38 Agent: Alan K. Dodd

Price: \$760.00
Pay to the order of: Andy Sentenn
Mailing Address: 3401 Strollaway Drive
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 Bowman that the above resolution be adopted. Voting “Aye” Stephens, Bowman, Brown, Carrington and Knight.

Aug-14-2014-677

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: July 18, 2014
Purpose: Payment to Betty L. Idland for acquired Temporary Construction easement that contains 0.038 acres, more or less (site address) – 3333 Burning Tree Drive, Hoover, AL 35226
Project No. STPBH-7020(601) - Patton Chapel Rd - Ph. III – Tr. 41 Agent: Alan K. Dodd
Price: \$825.00
Pay to the order of: Betty L. Idland
Mailing Address: 3333 Burning Tree Drive
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 Bowman that the above resolution be adopted. Voting “Aye” Stephens, Bowman, Brown, Carrington and Knight.

Aug-14-2014-678

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: July 18, 2014
Purpose: Payment to Elgenia B. Sumner for acquired Temporary Construction easement that contains 0.003 acres, more or less (site address) – 3242 Heathrow Downs, B'ham., AL 35226
Project No. STPBH-7020(601) - Patton Chapel Rd - Ph. III – Tr. 46 Agent: Alan K. Dodd
Price: \$500.00
Pay to the order of: Elgenia B. Sumner
Mailing Address: 3242 Heathrow Downs
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 Bowman that the above resolution be adopted. Voting “Aye” Stephens, Bowman, Brown, Carrington and Knight.

Aug-14-2014-679

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: July 18, 2014
Purpose: Payment to Vincent B. Pruitt for acquired Temporary Construction Easement that contains 0.002 acres, more or less (site address) – 1805 Polo Court, B'ham., AL 35226
Project No. STPBH-7020(601) - Patton Chapel Rd - Ph. III – Tr. 50A Agent: Alan K. Dodd

Price: \$500.00
Pay to the order of: Vincent B. Pruitt
Mailing Address: 1805 Polo Court
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 Bowman that the above resolution be adopted. Voting "Aye" Stephens, Bowman, Brown, Carrington and Knight.

Aug-14-2014-680

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: July 18, 2014
Purpose: Payment to Stephen L. Moore for acquired Temporary Construction Easement that contains 0.010 acres, more or less (site address) – 1819 Polo Court, Birmingham, AL 35226
Project No. STPBH-7020(601) - Patton Chapel Rd - Ph. III – Tr. 52 Agent: Alan K. Dodd
Price: \$500.00
Pay to the order of: Stephen L. Moore
Mailing Address: 1819 Polo Court
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 Bowman that the above resolution be adopted. Voting "Aye" Stephens, Bowman, Brown, Carrington and Knight.

Aug-14-2014-681

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: July 18, 2014
Purpose: Payment to Debra Lynn Duplantis for acquired Temporary Construction easement that contains 0.005 acres, more or less (site address) – 1720 Patton Chapel Road, B'ham., AL 35226
Project No. STPBH-7020(601) - Patton Chapel Rd - Ph. III – Tr. 74 Agent: Alan K. Dodd
Price: \$500.00
Pay to the order of: Debra Lynn Duplantis
Mailing Address: 1720 Patton Chapel 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 Bowman that the above resolution be adopted. Voting "Aye" Stephens, Bowman, Brown, Carrington and Knight.

Aug-14-2014-682

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: July 18, 2014
Purpose: Payment to Ghazzie Shunnarah for acquired Temporary Construction Easement that contains 0.017 acres, more or less (site address) – 3337 Winchester Road – Hoover, AL 35226
Project No. STPBH-7020(601) - Patton Chapel Rd - Ph. III – Tr. 78 Agent: Alan K. Dodd
Price: \$500.00
Pay to the order of: Ghazzie Shunnarah
Mailing Address: 3337 Winchester Road
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 Bowman that the above resolution be adopted. Voting “Aye” Stephens, Bowman, Brown, Carrington and Knight.

Aug-14-2014-683

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: July 30, 2014
Purpose: Payment to Pink L Folmar, Jr. for acquired Temporary Construction easement that contains 0.027 acres, more or less (site address) – 1682 Patton Chapel Road, B'ham., AL 35226
Project No. STPBH-7020(601) - Patton Chapel Rd - Ph. III – Tr. 79 Agent: Alan K. Dodd
Price: \$585.00
Pay to the order of: Pink L. Folmar, Jr.
Mailing Address: 1682 Patton Chapel 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 Bowman that the above resolution be adopted. Voting “Aye” Stephens, Bowman, Brown, Carrington and Knight.

Aug-14-2014-684

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and AECOM Technical Services to provide engineering services for the Bridge Replacement over Locust Fork of the Warrior River in CR77 (Mt. Olive Road) - Buckshort Bridge in the amount of \$168,670.

AGREEMENT FOR ENGINEERING SERVICES

This Agreement made this day of , 2014, by and between Jefferson County in the State of Alabama (hereinafter referred to as the COUNTY), and AECOM Technical Services, Inc. (hereinafter referred to as the CONSULTANT).

WHEREAS, CONSULTANT shall provide all professional services necessary for the design and production of approach roadway and bridge plans for the bridge replacement on County Road 77 over the Locust Fork of the Warrior River in Jefferson County.

NOW, THEREFORE, for and in consideration of the .mutual covenants hereinafter stipulated, it is hereby agreed between the parties as follows:

"As a part of the obligation of the CONSULTANT to the COUNTY under this AGREEMENT, the CONSULTANT does hereby certify that CONSULTANT has no financial or other interest in the outcome of the project proposed under this AGREEMENT."

WITNESSETH

In consideration of the mutual covenants hereinafter stipulated, it is agreed between the parties as follows:

The CONSULTANT, in the preparation of plans and any other items pertaining thereto for this project, will meet the requirements for conformance with the Standards adopted by AASHTO, Alabama Department of Transportation (hereinafter referred to as the STATE) Standards and Specifications and will ascertain the written practices of the STATE and COUNTY prior to beginning any work on this project. All work required under this AGREEMENT will be performed in accordance with these standard practices, and any special requirements hereinafter set forth. All work performed by the CONSULTANT under thus AGREEMENT will be subject to the review, approval and acceptance of the COUNTY, STATE and Federal Highway Administration and prepared in accordance for requirements for the Alabama Transportation Rehabilitation and Improvement Program (ATRIP) projects, including all required documentation, reports and approvals.

ARTICLE I - SCOPE OF WORK

The CONSULTANT will prepare the required documents and secure design approval, prepare roadway approach and bridge plans for the bridge replacement and approaches on County Road 77 over the Locust Fork of the Warrior River in Jefferson County. The work to be performed by the CONSULTANT will include engineering, development/updating all roadway plan sheets, develop/updating of all bridge plan sheets, submit previously prepared bridge hydraulic analysis to ALDOT for review and approval, required ATRIP paperwork, field work and preparation of the geotechnical report and foundation recommendations and preparation of the Environmental Document as follows:

SECTION 1- CORRIDOR STUDY

- A. Prepare all initial and final paperwork as required by STATE for Alabama Transportation Rehabilitation and Improvement Program (ATRIP).
- B. Prepare all permitting submittals for handling by the COUNTY.
- C. Make site visits as necessary to become familiar with field conditions encountered within the construction limits of the project.
- D. Attend meetings requested by the COUNTY.
- E. Prepare minutes of all meetings attended by the CONSULTANT.
- F. Resubmit hydraulic analysis for approval under the ATRIP Program.
- G. Prepare Storm Water Permit.
- H. Prepare required documents for permit for Coast Guard and Corp of Engineers.
- I. Obtain and study STATE supplied Maps.
- J. Prepare Corridor Base Maps, Identify Features and Environmental Sensitive Areas.
- K. Consult with various agencies and ascertain their requirements.
- L. Develop and study preliminary alternate designs to determine feasibility.
- M. Conduct Environmental Studies/develop alternative matrix.
- N. Review feasible alternatives and prepare environmental document.

SECTION 2 - APPROACH ROADWAY PLANS

The CONSULTANT will perform the following as applicable:

- A. The development of the plans will follow the procedure as shown in the STATE's "Guide for Developing Construction Plans" and "Guidelines For Operations."
- B. Study available traffic data to be furnished by the STATE, and reaffirm Design Criteria consistent with the policies of the STATE, and of criteria established during the Corridor Studies.
- C. The CONSULTANT will review/update hydraulic designs and supporting calculations according to approved chapters of the STATE Hydraulic Manual or, in the absence of direction in the STATE Hydraulic Manual, then in conformity with provisions of the Federal Highway Administration (FHWA) Hydraulic Circulars or as instructed by the COUNTY.
- D. The CONSULTANT will, without compromising safety, select the hydraulic design that is most cost effective from a selection of practicable design alternatives. Designs will comply with the requirements of the STATE, COUNTY and the FHWA.
- E. The CONSULTANT; in the development of the designs, will conduct investigations to ensure that the geometric design of pavements, if feasible, is such that the drainage capacity of the pavement is not exceeded in such a way as to create unreasonable hazardous water-film depths for hydroplaning to occur. The latest and most comprehensive technology in existence from FHWA will be used to design, analyze and correct pavement drainage deficiencies in an effort to preclude or minimize high hydroplane potential situations. Particular attention will be given to transition sections and sags of all vertical curves.
- F. Edge of Pavement Profiles with true elevations will be shown in the plans for all horizontal curve transitions and sage vertical curves

where curb and gutter sections and/or a paved island is used.

G. The CONSULTANT will prepare topographic quad maps showing drainage outfalls and other pertinent project data as required by ADEM for the application of a storm water permit. The CONSULTANT will prepare an erosion control and sedimentation prevention plan including devices and/or designs for structural controls that conform with pending ADEM publication of BMP's (Best Management Practices). The CONSULTANT will prepare an erosion control and sedimentation prevention plan including devices and or design for structural controls that conform to AASHTO's Highway Drainage Guidelines, Volume IT, Guidelines for Erosion and Sediment Control in highway Drainage Construction (2007) and to the Alabama Soil and Water Conservation Committee's Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas, June 2003(revised 1-06).

H. Each project Plan Assembly will include title, summary of quantities, typical section, drainage section, plan and profile, paving layout, earthwork cross-section, erosion control and sedimentation prevention, and all other sheets required for receipt of bids by the STATE. for all work including grading, drainage, base, paving, striping, and signing and signalization. Drainage structure information will be placed on the plans according to Chapter 2 of the STATE Hydraulic Manual, unless otherwise specified. The plans will show all existing topographical features, natural and man-made, surface and subsurface facilities, for the area included in the proposed right-of-way and an area of at least 50 ft in width adjacent to the proposed right-of-way. The contract plans will be completed in detail for all construction, in accordance with the STATE design policies and practices in effect at the time of the final plan submittal. Basic computations will be made for alignment and for layout of intersections.

I. Prepare designs and detailed contract plans at a horizontal scale of 1"=50' and vertical scale of 1"=5', or as otherwise approved by the STATE, completely dimensioned for roadway construction, together with drainage and intersection layouts. Special drawings of complicated intersections may be prepared at scales other than those above, as approved by the STATE.

J. Arrangements will be made by the COUNTY with any affected utility owner to prepare plans for any utility relocations. Following the final plan approval, the CONSULTANT will provide utility base sheets to the COUNTY showing existing utilities for COUNTY's use and coordination with the utility companies. The finalized Utility Base Sheets will be a part of the respective final plan assemblies.

K. The applicable provisions of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2012 Edition, (or latest succeeding standard specifications issued by the STATE prior to the time of final plan submittal) will apply to all work performed by the CONSULTANT under this AGREEMENT. The CONSULTANT will prepare supplemental specifications and special provisions for approval of the STATE of any needed items not covered by the aforementioned Standard Specifications.

L. Prepare estimates of quantities and construction costs for each set of contract plans, itemized and properly symbolized in accordance with the Standard Specifications above noted, using unit prices as supplied or approved by the STATE on projects of comparable work in the general area of the project, if available. Upon completion of the plans, copies of the Quantity Computations will be furnished to the COUNTY.

M. Preliminary detailed contract plans and estimates for each construction project shall be submitted to the COUNTY before the final tracings are completed. The CONSULTANT will prepare Traffic Control Plans for Handling Traffic During Construction and a Sequence of Construction will be prepared for each set of contract plans.

N. The CONSULTANT will coordinate these plans with existing and proposed plans of the COUNTY.

O. The CONSULTANT will prepare plans using size and weight of pens as indicated in ALDOT's CADD User's Guide that will facilitate the STATE development of one-half (1/2) size drawings. CADD File Names and level structure shall be in accordance with ALDOT CADD User's Guide. All Electronic Design Information (alignments, DTM's, Templates, etc.) shall be InRoads or InXpress format. A true model of the design surface shall be created so cross sections can be accurately annotated or a slope stake report can be created and placed in the plans. Alignment coordinates used in the Location and Design process shall also be shown in the plans.

P. Following the final plan approval, the CONSULTANT will make appropriate revisions to plans, then submit a set of reproducible Mylars of plans along with the corresponding CADD Utility files, for use of the STATE in obtaining utility relocation information. All CADD files shall be graphic files submitted in .DGN format compatible with newest version of Bentley Microstation Software.

Q. After the Plan-in-Hand Inspection, the CONSULTANT will prepare reproducible base maps showing property ties and ownership and submit to the COUNTY with the latest recorded deeds and preliminary plans showing construction limits and acquired right-of-way limits for the use of the COUNTY in acquiring right-of-way. The right-of-way submittal shall be accompanied by an electronic disk in .DGN format showing all base maps and acquired right-of-way information.

R. The CONSULTANT, at each review stage, and at the completion of the project, will supply all CADD files, and related files, on Compact Disk(CD) with an electronic document listing the contents of each file. The CADD files are required to be completely compatible with the Department's current production versions of CADD software, Bentley's Microstation V81-SS2 and InRoads(2004 Version 8.5-V8i-SS2) or newer versions of these software packages. Deliverables to the COUNTY will include all Microstation and Inroads Files.

SECTION 3 - BRIDGE PLANS

The CONSULTANT will perform the following as applicable:

BRIDGE PRELIMINARY PLANS

- A. Type, Size and Location Drawings (TS&L's) for each bridge will be furnished to establish the general design features of each structure.
- B. Typical sections for the type design proposed will be shown for each structure.
- C. Minimum horizontal and vertical clearances will be shown for grade separation structures.
- D. The CONSULTANT will show hydraulic data and stream velocity (provided by the STATE) through the proposed bridge for each drainage structure.
- E. Prints will be furnished as necessary to the STATE for submittal to COUNTY or Federal agencies involved for review and approval.
- F. A "square foot" construction cost estimate for each structure will be provided.

BRIDGE FINAL PLANS

After approval of the preliminary plans by the lead agency plans will be provided to the STATE and FHWA, the CONSULTANTS will develop final plans based on the approved preliminary plans. Final plans will be developed in sufficient form and detail for the STATE to let a construction contract. The final design, detailed drawings and materials will meet the approval of the STATE and FHWA. The CONSULTANT may make maximum utilization of STATE standard drawings and plans of existing bridges where applicable, and the CONSULTANT will accomplish the following:

- A. Prepare supplemental specifications and special provisions for items not covered by the Standard Specifications, supplemental specifications of special provisions of the STATE.
- B. Prepare estimates of quantities and construction costs itemized and properly symbolized in accordance with the Standard Specifications for Highway Construction using unit prices furnished by the STATE.
- C. Preliminary detailed contract plans and estimates will be submitted to the lead agency and then to the STATE for review before final Mylars are complete.
- D. The contract plans will be completed in accordance with current design practices of the STATE in the preparation of Federal Aid Plans.
- E. The CONSULTANT will prepare plans using drafting techniques that will facilitate the STATE's development of one-half(1/2) scale drawings.
- F. The CONSULTANT will compute, and furnish to the STATE/CITY/COUNTY, the gutter lines, edges of parabolic crown and finished grade for each bridge deck in relationship with the profile grade for all horizontal curve transitions utilizing standard super-elevation of curves as outlined in the "State of Alabama Special & Standard Drawings" of the current year.
- G. The CONSULTANT will make an independent structural check of the bridge plans, including a check of design stress analysis and a check of detailing and drafting of completed plans. Competent personnel other than those performing the original design will make this independent check, detailing and drafting, but such personnel may be within the firm that performed the original design. The persons making the check will certify on the plans that the check was made.
- H. The CONSULTANT will, at the request of the STATE, correct any plan errors or omissions found in design, detailing or drafting before or after acceptance of final plans by the STATE.
- I. The CONSULTANT will submit final mylars, final calculations and a compact disc(CD) containing all digital files in MicroStation format.

ARTICLE II - OBLIGATION OF COUNTY TO CONSULTANT

The work to be performed by the COUNTY will include the following, as applicable:

- A. Provide all available reports, letters, design and any other data in connection with the work included in this AGREEMENT previously performed by or for the COUNTY including field survey data in Microstation.dgn format.
- B. As far as possible, cooperate with the CONSULTANT in making necessary arrangements with public officials and with such individuals as the CONSULTANT may need to contact for advice, counsel, and information.
- C. Furnish the CONSULTANT unit prices and/or per costs to be used in cost analysis.
- D. Circulate required materials to appropriate agencies and governmental bodies for review and receive comments.
- E. Provide a copy of applicable portions of the STATE Hydraulics Manual and "Guidelines For Operation
- F. Provide Right-Of-Way and Utility estimates.
- G. Submit permit application to Coast Guard and Corp of Engineers.

ARTICLE III - OBLIGATION OF STATE TO CONSULTANT

- A. Provide all traffic data which is deemed necessary by the STATE.
- B. As far as possible, cooperate with the CONSULTANT in making necessary arrangements with public officials and with such individuals as the CONSULTANT may need to contact for advice, counsel, and information.
- C. Circulate required materials to appropriate agencies and governmental bodies for review and receive comments.

ARTICLE IV - TIME OF BEGINNING AND COMPLETION

A. The CONSULTANT agrees to start work on the professional services outlined under Article I of this AGREEMENT with ten (10) days after receipt of written Notice to Proceed from the COUNTY. The COUNTY will not notify the CONSULTANT to commence work until both parties have formally approved this AGREEMENT.

B. Preparation of the preliminary plans, final plans and any Supplemental Specifications necessary for the execution of the work shall be completed within twelve (12) months after written "Notice to Proceed" exclusive of any review time by any reviewing agencies.

C. In case the COUNTY deems it advisable or necessary in the execution of the work to make any alteration that will increase or decrease the Scope of Work outlined in this Agreement, the time limits specified herein may be adjusted in accordance with Article VI, Section 1.

ARTICLE V- PAYMENT

SECTION I - FEES

For services performed by the CONSULTANT under this AGREEMENT and as full and 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:

A. The Lump Sum of Twenty Nine Thousand Fifty Five and 00/100 Dollars (\$29,055.00) shall be total compensation to the CONSULTANT for all work provided- for when performed under ARTICLE I, SECTION I of this AGREEMENT for corridor study,

B. The Lump Sum of Sixty Four Thousand Eight Hundred Fifty Eight and 00/100 (\$64,858.00) shall be total compensation to the CONSULTANT for all work provided for when performed under ARTICLE I, SECTION 2 of this AGREEMENT for roadway plans.

C. The Lump Sum of Seventy Four Thousand Seven Hundred Fifty Seven and 00/100 Dollars (\$74,757.00) shall be total compensation to the CONSULTANT for all work provided for when performed under ARTICLE I, SECTION 3 of this AGREEMENT for bridge plans.

D. For the work contemplated under this Agreement the CONSULTANT will be compensated a maximum lump sum amount of One Hundred Sixty Eight Thousand Six Hundred Seventy and 00/100 Dollars (\$168,670.00).

Payment will be made in monthly installments and in amounts relative to the progress of the work and subject to such evidence of performance as the COUNTY may deem necessary.

SECTION 2 - FINAL ACCEPTANCE

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 representatives and assigns for all things done, furnished or relating to the service rendered by the CONSULTANT under or in connection with this AGREEMENT.

ARTICLE VI - MISCELLANEOUS PROVISIONS

SECTION I - 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 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 shall within ten (10) days notify the COUNTY, in writing, and receive approval from the COUNTY prior to performing such extra work. In the event the COUNTY determines that such work does constitute extra work, additional time for completion of the contract will be given and payment for the additional work shall be negotiated and expressed by Supplemental Agreement.

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 negotiated and expressed by Supplemental Agreement.

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 furnished to the COUNTY by the CONSULTANT shall bear thereon the endorsement of the CONSULTANT.

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

In the event that unavoidable delays prevent completion of the services to be performed under this AGREEMENT in the time specified in ARTICLE IV - 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 delays have occurred.

SECTION 5 - TERMINATION OR ABANDONMENT

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

B. The COUNTY has the right to terminate this AGREEMENT at its pleasure upon ten (10) days written notice and make settlement with the CONSULTANT on an equitable basis. The value of the work performed by the CONSULTANT prior to the termination of this AGREEMENT shall be determined. In determining the value of the work performed, the COUNTY shall consider the following:

1. The ratio of the amount of work performed by the CONSULTANT prior to the termination of the AGREEMENT to the total amount of work contemplated by this AGREEMENT less any payments previously made.

2. The amount of the expense incurred by the CONSULTANT in performing the work to the termination in proportion to the amount of expense the CONSULTANT would have incurred had he been allowed to complete the total work contemplated by the AGREEMENT, less any payments previously made.

3. In determining the value of the work performed by the CONSULTANT prior to the termination, no consideration will be given to profit that the CONSULTANT might have made on the uncompleted portion of the work.

C. If the termination is brought about as a result of a material breach in the performance of the professional services on the part of the CONSULTANT, the CONSULTANT shall be liable to the COUNTY for the difference between the balance remaining on the CONSULTANT'S AGREEMENT and the cost to the COUNTY to complete the work.

SECTION 6 - 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 County Engineer in the matter shall be final and conclusive for both parties.

SECTION 7 - RESPONSIBILITY FOR CLAIMS AND LIABILITY

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.

The CONSULTANT agrees to indemnify, hold harmless and defend the COUNTY, its elected officials, officers and employees (hereinafter referred to in this paragraph collectively a "COUNTY"), from and against , expense against or imposed upon the COUNTY because of bodily injury, death or property damage, real or personal, to the extent caused by a material breach of any duty or obligation of the CONSULTANT included in this AGREEMENT, or the negligent acts, errors or omissions including engineering design of the CONSULTANT, or his subcontractors. Nothing contained in this paragraph should be construed to obligate the CONSULTANT to indemnify the COUNTY for its own negligence, the negligence of its contractors or subcontractors or others.

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 amount of insurance carried -and the risk covered thereby or a copy of the required insurance policies.

General Liability and Property Damage	\$1,000,000
Automobile and Truck Bodily Injury	
Liability and Property Damage Liability	
Insurance	\$1,000,000

The foregoing Indemnity Agreement shall not be limited by reason of any insurance coverage provided.

SECTION 8 - 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 9 - SUBLETTING, ASSIGNMENT OR TRANSFER

There shall be no assignment, subletting or transfer of the interests of the CONSULTANT in any of the work covered by this AGREEMENT without written consent of the COUNTY. 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 10 - EMPLOYMENT OF COUNTY WORKER

A. 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 COUNTY.

B. 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.

C. No COUNTY official, employee of the COUNTY 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 11- 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 COUNTY.

SECTION 12 - CONDITIONS AFFECTING WORK

A. CONSULTANT shall be responsible for having taken steps reasonable necessary to ascertain the nature, location, scope, and type of work hereunder and the general and local conditions that can affect the work or the cost thereof. 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 subcontractors 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 date of final payment of the COUNTY funds under the terms of the contract, for inspection by the COUNTY Government, and copies thereof shall be furnished if requested.

B. During the performance of this contract, the Consultant for itself, its assignees and successors in interest, agree as follows:

1. 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 ground 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.

2. Solicitations for Subcontractors, Including Procurements of 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.

3. Sanctions of Noncompliance: In the event of the, including but not limited to: a) Withholding of payments to the CONSULTANT under the contract until the CONSULTANT complies and/or

b) Contract, in Cancellation, termination or suspension of the whole or in part.

ARTICLE VII

SECTION I - EXECUTORY CLAUSE

A. 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 the purpose.

B. The CONSULTANT, in accordance with this status as an independent contractor, covenants and agrees that he will neither hold himself in a manner consistent with such status, that he will neither hold himself out as, no claim to be an officer or employee or the COUNTY by reason hereof, and he will not, by reason hereof, make any claim, demand, or application to or for any right of privilege applicable to any officer or employee of the COUNTY, including but not limited to workmen's compensation coverage, or retirement membership or credit.

ARTICLE VIII

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.

ARTICLE IX

Governing Law: 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 over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County, Alabama, Birmingham Division.

ARTICLE X

IN WITNESS WHEREOF the Parties have caused this AGREEMENT to be executed by their duly authorized representatives this _____ day of 2014.

RECOMMENDED:

Tracy A. Pate, P.E.
Interim Director/County Engineer
AECOM Technical Services, Inc.
John Lobdell, P.E.
Associate Vice-President

Tony Petelos
County Manager

ATTEST:

Minute Clerk

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

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

Aug-14-2014-685

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that upon the recommendation of the Interim Director of Roads and Transportation and the Director of Environmental Services, the President of the Commission is hereby authorized to execute the attached License Agreement between Jefferson County and the Lamar Company, L.L.C. for renewal of an existing agreement on the Delonah Quarry property owned by Jefferson County. The term of this license shall become effective on June 1, 2014 and shall expire on May 31, 2017 and has a cancellation clause with thirty (30) days' written notice. This agreement permits the Lamar Company, L.L.C. to maintain and use an advertising signboard on said property for an annual fee of Four Thousand, Three Hundred and No/100 Dollars (\$4,300.00). Such sign will not be a digital billboard without prior approval of Land Planning and Development Services and the Commission. Lamar Company will issue the first check when the agreement is executed.

LICENSE AGREEMENT

THIS LICENSE, entered into this _____ day of _____, 2014, by and between THE LAMAR COMPANY, L.L.C., a Louisiana corporation, hereinafter referred to as "Licensee" and; JEFFERSON COUNTY, ALABAMA, hereinafter referred to as "Licensor".

WITNESSETH:

- (1) Licensor, in consideration of the payment of a fee as hereinafter set forth, and in further consideration of the covenants of Licensor, as hereinafter expressed to be kept and performed, hereby grants unto Licensee the right to install, maintain, and use a maximum of one (1) double-sided standard face-sized (or equivalent) advertising signboard ("Signboard") upon the parcel of land of the Licensor located in the Northeast ¼ of Southwest ¼ of Section 8, Township 19 South, Range 4 West, Jefferson County, Alabama, in the location shown on map labeled Exhibit "A" attached hereto and made a part hereof. (Said parcels of land hereinafter collectively referred to sometimes as the "Premises".)
- (2) This license shall become effective on June 1, 2014 and shall expire on May 31, 2017. Said period is hereinafter referred to as the "License Term".
- (3) Licensee shall pay to Licensor an annual cash fee hereunder, the sum of Four Thousand Three Hundred Dollars (\$4,300.00), due on or before the 1st day of July, of each year of the license term, as to which fee Licensee hereby waives all right to claim exemption under the constitution and laws of the State of Alabama or any other state.
- (4) Licensee shall maintain said Premises in a condition at all times satisfactory to Licensor and shall not interfere in any way with the operations of Licensor, its lessees, licensees, or contractors.
- (5) Licensee shall not display on any Signboards any material which, in the sole discretion of the Licensor, is judged to be offensive or obscene or otherwise objectionable. Should any such objectionable material be displayed in violation of the provisions hereof, and should Licensee fail for one (1) day after written notice is delivered to the Licensee to cover or otherwise remove from public view the objectionable material, then Licensor shall have the right to terminate this License by giving the Licensee one (1) day's notice in writing of the intention so to do, and at the expiration of said one (1) day after receipt of such written notice, this License shall terminate. Upon such termination under this Paragraph (5), Licensor shall have the right, but not the obligation, to remove said objectionable material at the sole expense and liability of Licensee.

(6) Licensor shall not be held liable for any claims for damage which may arise on account of the exercise by the Licensee of the rights herein granted; and Licensee shall defend, indemnify and hold Licensor harmless from all loss, claim, damage and expense of every nature, including attorney's fees and other legal costs, to which Licensor may be subject on account of the exercise by Licensee, of any of its rights hereunder or on account of any act, errors or omission by Licensee, its servants, agents, employees or contractors, including any failure to comply with the provisions of Paragraph (8) below.

(7) This License is subject to all existing easements whether recorded or unrecorded, or over, upon or across said Premises for roads, railroads, telephone lines (or cables), telegraph lines, electric power transmission lines, and pipe lines of every nature.

(8) This License and Licensee's rights hereunder are subject to all applicable zoning and subdivision regulations and federal, state and local highway department regulations regarding advertising signboards, and the burden of compliance therewith shall be solely upon Licensee. Licensee shall have the right to make application for and receive zoning adjustments, if necessary, to permit Licensee's use of the Premises, but Licensee shall not have the right to apply for, consent to or secure the rezoning of the Premises from its present classification without the prior specific written consent of Licensor. Licensee shall comply with all laws, ordinances and regulations applicable to the Licensee's use of the Premises and shall, at its expense, procure all necessary licenses and permits required by local, state, or federal governments or agencies.

(9) Licensee shall not suffer or permit any mechanics' or materialmen's liens to be filed against the Premises or other property of the Licensor by reason of any work, labor, services, materials or equipment supplied or claimed to have been supplied to the Licensee or any contractor or subcontractor of the Licensee. If any mechanics' or materialmen's lien is filed against the Premises or other property of the Licensor, then the Licensee shall promptly, after notice of filing, either (i) cause the same to be discharged of record by deposit in court or by the issuance of a bond; or (ii) furnish the Licensor with indemnification or other security against loss or damage arising from the lien in form and substance satisfactory to the Licensor. If the Licensee learns of any claim or action pertaining to mechanics' or materialmen's liens with respect to the Premises or other property of the Licensor the Licensee shall give prompt notice of the same to the Licensor.

(10) Either party hereto shall have the right to terminate this License at any time by giving unto the other party notice in writing of the intention so to do; and at the expiration of thirty (30) days after receipt of such written notice, this License shall terminate, and Licensee shall thereupon peaceably surrender to Licensor possession of the Premises. In the event of cancellation of this License by the Licensor, any unearned portion of the annual fee will be promptly refunded to Licensee. Should Licensee request cancellation of this License, any unearned portion of the annual fee will be refunded to the Licensee.

(11) At the expiration of this License or the earlier termination thereof as herein provided and upon compliance with all the covenants and conditions in this License, Licensee shall have ten (10) days in which to remove the Signboards placed by it on the Premises, and the surface of said land after such removal shall be left by Licensee, at its expense, in substantially the same condition as it was at the time of the making of the original Lease. If the Licensee fails to restore lands and remove said Signboards within this ten (10) day period, Licensor may remove said Signboards and restore the surface of the Premises at the sole expense and liability of Licensee.

(12) Licensee shall have no right to cut or remove any timber except such as may be necessary in its use of the Premises, and Licensee shall pay to Licensor the fair market value of any timber damaged, destroyed, cut or removed hereunder.

(13) Licensee shall have such rights of ingress and egress over land of Licensor adjoining the Premises as may be reasonable necessary for the use by Licensee of the Premises. Licensor reserves the right, however, to designate from time to time the route for such ingress and egress, provided any route so designated shall provide reasonable convenient access to the Premises.

(14) For said consideration, Licensor further grants to Licensee the right or license to install, maintain, or use utilities in locations approved by the Licensor to serve the Premises, and the right to permit such installation by appropriate utility company provided that any such permit shall be subject to Licensor's rights as set out herein, and shall terminate not later than the expiration or termination of this License, and shall be subject to cancellation any time upon not less than thirty (30) days' notice to the utility company or supplier by either Licensor or Licensee when electrical service is no longer desired. Licensor reserves the right to permit installation of utilities on and across the Premises to serve others, together with such rights of ingress and egress for itself and others as may be reasonably necessary in the installation and maintenance thereof, provided that such installation and maintenance thereof shall not unreasonably interfere with Licensee's use of the Premises.

(15) This License shall inure to and be binding upon the respective successors and assigns of the parties hereto as well as the parties themselves, but Licensee shall not assign or transfer the rights herein granted without the written consent of the Licensor.

(16) 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.

(17) The parties agree that this License Agreement is made and entered into in Jefferson County, Alabama and that all services, materials

and equipment to be rendered pursuant to said License Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this License 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 License Agreement shall be the Circuit Court of Jefferson County, Alabama, Bessemer Division.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this day of , 2014.

WITNESS:

JEFFERSON COUNTY, ALABAMA

W.D. Carrington, President, Jefferson County Commission

WITNESS:

THE LAMAR COMPANY, L.L.C.

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

Aug-14-2014-686

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that upon the recommendation of the Interim Director of Roads and Transportation, the President of the Commission is hereby authorized to execute the attached Quit Claim Deed for the sale of Right-of-Way and Easements (Cloverleaf Drive) back to the property owner in the amount of Seven Thousand and no/100 DOLLARS (\$7,000.00).

Quit Claim Deed

STATE OF ALABAMA

THIS INSTRUMENT PREPARED BY:

Jefferson County

James F. Henderson, Jr. County Property Manager
Right-of-Way Division,
Jefferson County Roads and Transportation
A200 Courthouse, 716 Richard Arrington Jr, Blvd N
Birmingham, AL 35203

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the sum of Seven Thousand and no/100 DOLLARS (\$7,000.00) to in hand paid by the Thomas F. Talbot, the receipt whereof is acknowledged Jefferson County, a political subdivision of the State of Alabama, to the extent that it maintains any ownership or interest does remise, release, quit claim and convey to the said Thomas F. Talbot all its right, title, interest, and claim in the following described real estate, to wit:

All of the Right-of-Way, Roadway and Utility Easement and Temporary Construction Easements conveyed to Jefferson County by Bk:LR201005 Pg:3834 as recorded in the Probate Office of Jefferson County, Alabama and being more particularly described as follows:
Road Right of Way

Commence at the NE corner of the NW ¼ of the NE ¼ of the NE ¼ of Section 21, Township 18 South, Range 2 West and run southerly along the easterly line of said ¼ ¼ ¼ section a distance of 782.26 feet; thence turn right 90° and run westerly a distance of 282.02 feet to the centerline of Cloverleaf Dr.; thence turn left an angle of 90° and run southerly a distance of 61.34 feet to the point of beginning of a curve to the right having a central angle of 39°40'13" and a radius 412.38 feet; thence run southwesterly along the arc of said curve a distance of 131 feet more or less to an intersection with the northeasterly property line of grantor, "Point A" for future reference and the point of beginning of an 80 foot right of way lying 40 feet each side of and parallel to the following described line; thence continue southwesterly along the arc of said curve a distance of 23.75 feet to the end of this right of way.

Also a Roadway and Utility Easement, more particularly described as follows:

Commence at "Point A" as described in the right of way above; thence continue southwesterly along last described arc of curve a distance of 23.75 feet to the point of beginning of an 80 foot roadway easement lying 40 feet each side of, parallel to and abutting the following described line; thence continue southwesterly along the aforementioned curve a distance of 35 feet more or less to an intersection with the southerly line of the existing sanitary sewer right of way as recorded in Deed Book 9802 Page 7870 (Incorrectly stated as Deed Book 9806 Page 4986 in said Bk:LR201005 Pg:3834), in the Office of the Judge of Probate of Jefferson County Alabama and the end of this roadway and utility easement. All of said road right of way and roadway and utility easements lies northerly and northeasterly of the existing sanitary sewer right of way described above.

Also two parcels of temporary construction easement, more particularly described as follows:

Parcel No. 1

Commence at "Point A" as described in the right of way above; thence continue southwesterly along last described arc of curve a distance of 22 feet to the point of beginning of an temporary construction easement of variable widths being bounded on the easterly side

by the westerly right of way and roadway easement described above and bounded on the westerly side by a line lying 125 feet westerly of and parallel to the following described line; thence continue southwesterly along arc of said curve a distance of 55 feet. At this point the temporary construction easement is bounded on the easterly side by the right of way of Cloverleaf Drive and on the westerly side by a line being 125 feet westerly of parallel to and abutting the following described line; thence continue along last described course a distance of 75 feet to the end of said curve and the end of this parcel of temporary construction easement.

Parcel No. 2.

Commence at "Point A" as described in the right of way above; thence continue southwesterly along last described arc of curve a distance of 22 feet to the point of beginning of a temporary construction easement of variable widths being bounded on the easterly side by the easterly property line of grantor and on the westerly side by the right of way and roadway easement described above.; thence continue southwesterly along the arc of the aforementioned curve a distance of 67 feet. At this point the said temporary construction easement is bounded on the westerly side by the existing right of way of Cloverleaf Dr.; thence continue southwesterly along the arc of said curve a distance of 25 feet to the end of this parcel of temporary construction easement.

Less and except any part of the right of way, roadway easement or temporary construction easement that lies in the existing sanitary sewer right of way as recorded in Deed book 9802 Page 7870(Incorrectly stated as Deed Book 9806 Page 4986 in said Bk:LR201005 Pg:3834) in the Office of the Judge of Probate of Jefferson County Alabama or the existing right of way of Cloverleaf Drive.

All of said right of way, roadway and utility easement, and temporary construction easement lies in the NW ¼ of the NE ¼ of the NE ¼ of Section 21, Township 18 South, Range 2 West, Jefferson County, Alabama.

Also part of that certain Right-of-Way conveyed to Jefferson County by Deed 4977 Page 250 as recorded in the Probate Office of Jefferson County, Alabama and being more particularly described as follows:

Commence at the southwest corner of the NE ¼ of the NE 1/4 of Section 21, Township 18 South, Range 2 West, thence easterly along the south boundary of said quarter-quarter 85 feet, thence turning an angle of 68° 20' to the right, southeasterly 274 feet to the northern edge of the Birmingham - New Merkle pavement. Thence turning an angle of 180° northwesterly a distance of 4.0 feet; thence following the arc of a circular curve turning to the right, where radius is 274.4 feet, through an arc distance of 281.31 feet and a central angle of 58° 45'; thence northeasterly and tangent to said curve 241 feet thence along the arc of a circular curve turning to the left, said curve having a radius of 410.3 feet and a central angle of 31°30'; thence along the arc of said curve a distance of 137 feet, more or less, to the northeast boundary line of that certain Sanitary Sewer Right-of-Way described in Instrument No. 9802/7870 as recorded in the Probate Office of Jefferson County, Alabama, and the Point of Beginning of a 40 foot wide right-of-way lying 20 feet each side of, parallel to and abutting the following described line; thence continue along the arc of said curve a distance of 33 feet, more or less, to the northeast boundary line of that certain tract described in Real 2775 Page 67 as recorded in the Probate Office of Jefferson County, Alabama and the end of said Right-of-Way.

Situated in Jefferson County, Alabama.

This conveyance is made upon the covenant and condition that the above described Right-of-Way and easements granted herein, shall terminate and ownership shall revert back to Jefferson County, Alabama in the event that Collateral Properties L.L.C. or Thomas F. Talbot fail to complete the agreed to bridge removal and cul-de-sac construction by October 15th 2015.

TO HAVE AND TO HOLD, to the said Thomas F. Talbot, his heirs and assigns forever.

Given under my hand(s) and seal(s), this 14th day of August, 2014.

JEFFERSON COUNTY, ALABAMA

Attest: Minute Clerk

W. D. Carrington, President

Jefferson County Commission

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

Communication was read from Roads & Transportation recommended the following;

1. AT&T Corporation to install 890' of buried cable at 6025 Red Hill Road in Snowville.
2. AT&T Corporation to install 9,685' of aerial and buried cable on Alliance Road and Alliance Short Creek Road.
3. AT&T Corporation to install 1,732' of buried cable on Griffin Wheel Drive in Bessemer.
4. AT&T Corporation to install 556' of buried cable at 1069 Tin Mill Road.
5. Alabama Gas Corporation to install 350' of 4" and 100' of 2" gas main at 2891 Allison Bonnett Memorial Drive in Hueytown.
6. Alabama Gas Corporation to install 5,438' of 2" gas main for the Lilly Lane Replacement in Concord.

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

Aug-14-2014-687

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Roads & Transportation be granted permission to temporarily close Lindsey Loop Road between Paradise Lane and McClendon Chapel to remove a rock drainage culvert and to replace it with a concrete culvert on Saturday, August 16, 2014.

A detour route will be established in accordance with Federal Manual on Uniform Traffic Control Devices.

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

Aug-14-2014-688

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Roads & Transportation be granted permission to temporarily close Lindsey Loop Road between Paradise Lane and McClendon Chapel to remove a disjointed concrete drainage culvert and to replace it with a reinforced concrete culvert on Wednesday, August 20, 2014.

A detour route will be established in accordance with Federal Manual on Uniform Traffic Control Devices.

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

Aug-14-2014-689

ORDINANCE NUMBER 1810

AN ORDINANCE OF THE JEFFERSON COUNTY COMMISSION
TO PROHIBIT ANY PERSON FROM DRIVING ANY VEHICLE
IN EXCESS OF 25 MPH ON J R DRIVE, HEATHER LANE, & JEREMIAH LANE
IN JEFFERSON COUNTY, ALABAMA

BE IT ORDAINED BY THE JEFFERSON COUNTY COMMISSION as follows:

Section 1. It shall be unlawful for any person to drive any vehicle in excess of 25 MILES PER HOUR on J R DRIVE, HEATHER LANE, & JEREMIAH LANE, lying within Jefferson County and outside any municipality hereinafter indicated:

J R DRIVE: From Chalkville Road to the End of Road

HEATHER LANE: From J R Drive to Jeremiah Lane

JEREMIAH LANE: From J R Drive to the End of Road

Section 2. A person convicted of violating this ordinance shall be subject to the punishment provided for in Title 32, Chapter 5A, Paragraph 8, Alabama Code of 1975.

Section 3. All ordinances or resolutions, or parts of ordinances or resolutions of the County Commission of Jefferson County, Alabama, in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 4. This ordinance shall take effect from and after the time of its publication in a newspaper of general circulation in Jefferson County, Alabama.

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

Aug-14-2014-690

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Memorandum of Understanding between Jefferson County, Alabama and the City of Fultondale to trim vegetation which may be considered to be encroaching in the traveled lanes of Carson Road.

MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE JEFFERSON
COUNTY COMMISSION AND THE CITY OF FULTONDALE, ALABAMA

REGARDING EMERGENCY REPAIR OF CARSON ROAD

WHEREAS, Alabama law authorizes local government to contract with each other to provide service; and

WHEREAS, Jefferson County ("the County") and the City of Fultondale ("the City"), a municipality located in Jefferson County, desire to enter into an agreement for the public purpose of providing assistance for the required "emergency repair" to trim overgrowth of vegetation located along Carson Road in various areas from the intersection of Pine Hill Road north to the city limits; and

WHEREAS, the City is in need of assistance to complete the repair, and has asked the Jefferson County Commission to aid in the completion of the project; and

WHEREAS, the County and the City desire to cooperate with one another to effectuate the required "emergency repair" to trim overgrowth of vegetation located along Carson Road in various areas from the intersection of Pine Hill Road north to the city limits; and

WHEREAS, the County and the City agree it is in their best interest to have a Memorandum of Understanding; and

WHEREAS, neither the County nor the City wishes to prejudice their rights with respect to repair and/or maintenance obligations of certain streets, roads and/or bridges within the City limits all of which are located in the County, and acknowledge that this MOU will not resolve all disputes between the parties or limit their respective rights to have any such disputes resolved by a court or competent jurisdiction, including, but not limited to, their right to file an action for declaratory relief, injunctive relief, and/or damages, except as limited by the terms of this MOU;

NOW THEREFORE, in consideration of the above recitals and mutual covenants contained herein, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The County hereby agrees to trim only the vegetation which may be considered to be encroaching in the traveled lanes of Carson Road.
2. By signing this MOU, neither the County nor the City assumes any risk, or future liability, or any future responsibility for any portion of Carson Road located within the jurisdiction of the City of Fultondale. The County specifically disclaims any liability owed to, or any wrongful conduct against, the City and/or third parties. Likewise, the City specifically disclaims any liability owed to, or any wrongful conduct against, the County and/or third parties.
3. Further, this MOU is not, and shall not be construed as, an admission by either the County or the City of any road maintenance and/or repair responsibilities. The parties agree that neither this MOU, nor the acts arising from and related to this MOU, will be used against either of the parties for purposes of determining whether the City or the County is responsible for the maintenance and/or repair of Carson Road, included but not limited to, under Sections 11-49-80 and 11-49-81 of the Code of Alabama (1975).

W.D. Carrington, President
Jefferson County Commission
Jim Lowery, Mayor
City of Fultondale, Alabama

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

Aug-14-2014-691

WHEREAS, the Jefferson County Office of Senior Citizens Services is mandated by the State of Alabama to provide certain services to the senior citizen population of Jefferson County; and

WHEREAS, many of the services provided by the Jefferson County Office of Senior Citizens Services significantly affect the health, safety, and/or convenience of the senior citizen population of Jefferson County; and

WHEREAS, the inability to provide said services would create a danger to the health, safety, and/or convenience of those seniors; and

WHEREAS, the Office of Senior Citizens Services contracts with certain vendors to insure that it complies with its mandates from the State of Alabama to provide certain services; and

WHEREAS, it is critical that contracts with those entities be maintained and services provided; and

WHEREAS, any delay involved in the execution of contracts to provide these mandated services creates an emergency situation negatively affecting and impacting the health, safety, and/or convenience of participating seniors of Jefferson County; and

WHEREAS, such interruption would negatively affect and impair care of seniors with difficulty eating, dressing, bathing, incontinence, and who require assistance with legal and financial affairs, as well as the provision to senior citizens of health and medical care and supplies such as bed pads, adult briefs, disposable wipes, latex gloves, etc.; and such interruption would also affect and impair the services to many senior citizens for food and meal delivery, blood pressure and glucose testing, medication management, and geriatric management.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that pursuant to Section 41-16-53 of the Code of Alabama, which provides that contracts may be let to the extent necessary to meet emergencies without public advertisement, the Commission finds that any gap in the contracts between the listed vendors results cumulatively in a case by case emergency which affects the health, safety, and/or convenience of its senior citizens. As such, the Jefferson County Commission would determine it necessary to direct the President of the Jefferson County Commission to enter into or extend contracts with the listed vendors below for a period beginning July 1, 2014, and ending on September 30, 2014, to allow time for these services to bid in accordance with the competitive bid law where applicable.

BE IT FURTHER RESOLVED that the Chief Financial Officer is directed to facilitate payments to the below vendors for the estimated amounts as invoices are received:

VENDOR	AMOUNT	PERIOD
Addus Healthcare	\$25,666.70	July 1, 2014 through September 30, 2014
Choice Home Specialists	\$25,666.70	July 1, 2014 through September 30, 2014
JCCOA - Title V - State	\$33,411.00	July 1, 2014 through September 30, 2014
JCCOA - Title V - Federal	\$105,539.00	July 1, 2014 through September 30, 2014
Jefferson County Council on Aging (Ombudsman)	\$37,310.70	July 1, 2014 through September 30, 2014
Lifeline	\$2,500.00	July 1, 2014 through September 30, 2014
Oxford Health Care	\$25,666.70	July 1, 2014 through September 30, 2014
Porter & Associates	\$31,166.65	July 1, 2014 through September 30, 2014
Smart Moves, LLC	\$36,923.30	July 1, 2014 through September 30, 2014
Woodbury Products d/b/a DHP	\$33,891.65	July 1, 2014 through September 30, 2014
Youth In Aging-Regular	\$30,958.08	July 1, 2014 through September 30, 2014
Youth In Aging -Volunteer Coord.	\$ 6,793.28	July 1, 2014 through September 30, 2014
TOTAL	\$395,493.76	

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

Aug-14-2014-692

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama by and through the Office of Senior Citizen Services and Seasoned Performers to provide opportunities for and to promote participation in and enjoyment of theater arts by older adults, including low income minorities, inner city and rural elderly for the period March 1, 2014 - September 30, 2014 in the amount of \$17,500.

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

Aug-14-2014-693

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Memorandum of Understanding between Jefferson County, Alabama through the Office of Senior Citizen Services and Alabama Department of Senior Services to provide funding to enhance the food assistance outreach efforts to those individuals 60 and over who remain underserved at a rate of \$9.60 processing fee per application.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding, hereinafter referred to as "MOU" is between the Alabama Department of Senior Services, hereinafter referred to as "ADSS" and the Office of Senior Citizens Services, hereinafter referred to as "AAA". The performance of this MOU is for the period October 1, 2013 through September 30, 2014, but may be extended upon mutual agreement.

PURPOSE: The purpose of the MOU is to enhance the Food Assistance outreach efforts to those individuals 60 and over who remain underserved in Alabama. The AAA shall provide additional outreach activities to current and potentially eligible clients who qualify for the

Alabama Elderly Simplified Application Project (AESAP) through direct assistance with applications, interim contact forms needed to complete these actions.

ADSS Responsibilities under this MOU: After reconciliation and receipt of payment from the Alabama Department of Human Resources (DHR), ADSS will make payment to the AAA for application assistance provided to potentially eligible clients who meet the AESAP criteria. ADSS will provide training as required for the AAA staff to perform screening and application activities in a satisfactory manner. Client information necessary to enhance the workflow between ADSS and the AAA will be provided; such as, recertification of households assisted by AAAs for AESAP, a printout indicating the month the AAA assisted clients, and the county served. The AAA will be encouraged to utilize the data reporting tool known as Alabama Connect in order for ADSS to adequately track data and direct funding.

The AAA Responsibilities under this MOU:

- Maintaining the confidentiality of the information provided by Client to AAA/ADSS as required in the Department of Human Resources Administrative Code Chapter 660-1-6, Public Law 104-193, 7C.F.R 272.1 and Code of Alabama 1975, section 38-2-6 (8).
- Identifying current applicants and participants through outreach.
- Information provided by DHR is not released to any other person, party or organization without the express consent of DHR and that information shall not be subject to public use or inspection, nor will it be used for any purpose other than as expressly stated herein. Any violation of this confidentiality may constitute a misdemeanor and will be punishable accordingly.
- Copies of AESAP enrollment application shall be destroyed after 90 days or verification of reimbursement. Retain all other documentation for a period of three years, following the end of the fiscal year for which payment was requested.
- Provide outreach in all counties served by region to enlist clients age 60 and older who may qualify for the (AESAP).
- Provide assistance in the completion of applications for those who appear to be eligible and who are not currently receiving benefits.
- Assist applicants in obtaining the verification needed to establish eligibility and allotment, primarily verification of medical expenses or income from a source other than Social Security Administration or Unemployment Compensation, if necessary.
- Provide recipients with assistance in completion of the interim report forms (yearly verification form) necessary to remain on the program.
- Assist recipients with providing needed verification to accompany the interim report
- Utilize attached projected goal allotted for each county for reimbursement.
- Provide ADSS with an automated and/or manual monthly log with the following information: AAA Region, County, date of contact, name of applicant/recipient, date of birth, social security number or food assistance case number, and if known, assistance provided (initial application/interim contact form) and worker's name.
- Submit a log and monthly invoice for the number of applications and interim reports completed for which payment is requested.

For reimbursement and audit purposes, ADSS will be responsible for the following activities:

- Maintain a specific coding system to identify each application and interim report submitted to the AESAP Unit under this project.
- Maintain an automated and manual monthly log with the following information: AAA Region, County, date of contact, name of applicant/recipient, date of birth, social security number (last four digits only) or food assistance case number, and if known, assistance provided (initial application/interim contact) and worker's name.
- Submit a log and monthly invoice for the number of applications and interim reports completed for which payment is requested.
- Retain all documentation for a period of three years, following the end of the fiscal year for which payment was requested.

COMPENSATION PROCEDURES: Invoices, supporting documentation, logs, etc. shall be mailed by the AAA to the Program Coordinators at ADSS monthly and are due by the 15th of each month.

SCHEDULE OF FEES: Processing fee: \$9.60 per application or Interim Contact form not to exceed a pre-determined number of applications/interim contact forms per Region, as determined by ADSS and Outlined in the Attachment. Fees will be remitted to AAA once payment is received from DHR.

REPORTING: The AAA agrees to comply with all reporting requirements, in form and substance, of ADSS. Reporting requirements, if any, will be provided in writing to the AAA in a timely manner but not later than thirty (30) days prior to any reporting due dates to ADSS. Reports will cover the funds and activities of this MOU only. AAAs that chose not to participate in this project will have their allotted share of reimbursable enrollments reassigned to other agencies.

CONTINGENCY CLAUSE: It is expressly understood and mutually agreed that any ADSS commitment of funds herein shall be contingent upon the receipt and availability by ADSS of funds under the program for which this MOU is made.

AMENDMENTS: ADSS or the AAA may, from time to time, request amendments to various provisions of this MOU. Such amendments, which are mutually agreed upon by ADSS and the AAA, must be incorporated as written amendments to this MOU and approved by all signatory authorities prior to implementation.

TERMINATION: ADSS or the AAA may terminate this MOU at any time by giving written notice of such termination and specifying

the effective date thereof at least thirty (30) days before the effective date of such termination.

NOT TO CONSTITUTE A DEBT OF THE STATE: It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment No. 26. It is further agreed that if any provision of this MOU shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this MOU, be enacted, then that conflicting provision in the MOU shall be deemed null and void. The MOU's sole remedy for the settlement of any and all disputes arising under the terms of this MOU shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

ACCESS TO RECORDS: The Commissioner of ADSS, the Chief Examiner of Public Accounts, or any of their duly authorized representatives shall have access to any pertinent books, documents, papers, and records of the AAA relevant to this MOU to make audits, financial reviews, examinations, excerpts, and transcripts. Pertinent records are those dealing with all financial and other records pursuant to this MOU.

CONFIDENTIALITY: Grantee shall treat all information, and in particular information relating to individuals that is obtained by or through its performance as confidential information to the extent confidential treatment is provided under State and Federal laws and regulations. Grantee shall not use any information so obtained in any manner except as necessary for the proper discharge of its obligations and rights herein.

IMMIGRATION LAW COMPLIANCE: By signing this agreement, the AAA affirms, 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 AAA 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. The AAA hereby certifies compliance with the requirements of §31-13-9(a) and (b), Code of Alabama 19'75, as amended and has provided proper documentation to ADSS.

The AAA agrees to abide by the attached Assurances.

_____, Executive Director

ALABAMA DEPARTMENT OF SENIOR SERVICES

Neal G. Morrison, Commissioner

Approved as to Legal Form

Todd Russell

By: W.D. Carrington

Commission President

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

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

Aug-14-2014-694

WHEREAS, the County Manager will require a leave of absence from August 25, 2014 until on or about September 30, 2014; and

WHEREAS, the County Manager has completely assembled his executive leadership team; and

WHEREAS, the Deputy County Manager (Chief Deputy) for Human and Community Services is responsible for Cooper Green Mercy Health Services, the Coroner/Medical Examiner, the Office of Senior Citizens Services, the Office of Community & Economic Development, the Board of Registrars, and Youth Detention; and

WHEREAS, the Deputy County Manager for Infrastructure is responsible for the Environmental Services Department, Roads and Transportation, General Services, Land Planning and Development, Inspection Services, and Storm Water Management; and

WHEREAS, the Chief Financial Officer (CFO) is responsible for the Finance Department, Budget Management Office, Revenue, the Board of Equalization, and Information Technology; and

WHEREAS, Act 2009-662 ("The County Manager Act"), authorizes the Jefferson County Commission in cases of a vacancy, temporary absence, or disability to appoint an acting County Manager by four-fifths vote to serve until the end of the temporary absence or removal of the disability.

NOW THEREFORE BE IT RESOLVED, that each of the above members of the executive leadership team, in the absence of the County Manager, be vested with the authority and duties of the County Manager as it relates to their areas of responsibility, to include being

explicitly recognized and authorized as signatory authorities for all documents related to County operations in their areas of responsibility that might usually be signed by the County Manager, including but not limited to contract cover sheets, maps, and correspondence; and

BE IT FURTHER RESOLVED, that the Chief Deputy County Manager be explicitly recognized and authorized as signatory authority for all other documents related to County operations that might be signed by the County Manager in the ordinary course of business, shall hear all disciplinary actions, shall work with the CFO and BMO director to complete and present a finalized Fiscal Year 2015 budget to the Commission, and be vested with all other authority and duties of the County Manager until the end of his leave of absence.

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

Commission Carrington stated that an opinion from the County Attorney's Office that an Executive Session is appropriate for the Commission to discuss with counsel the legal ramifications of and legal opinions for pending litigation.

Motion was made by Commissioner Brown seconded by Commissioner Stephens that an Executive Session be convened. Voting "Aye" Brown, Stephens, Bowman, Carrington and Knight.

Commissioner Bowman requested that the following letter be included in the Commission Minutes.

NACO National Association of Counties
The Voice of America's Counties
July 25, 2014

Hon. George F. Bowman
Commissioner
Jefferson County
1703 Twelve Oaks Drive
Birmingham, AL 35215

Dear George:

As president of the National Association of Counties, I have the honor and privilege of appointing NACo's leadership team. It is my pleasure to appoint you Member of the Large Urban County Caucus. Thank you for agreeing to serve.

Committee participation at the National Level is a serious commitment and a big responsibility, even more so this year with a federal administration engaged in developing policy on a number of issues facing counties.

My goal is to build a committed leadership team for NACo. A great deal of NACo's strength is in its committees and that strength is reflected in the commitment and active participation revealed throughout our committee structure.

You have also been appointed to serve on the following committee:

Member, Veterans and Military Services Committee

Your NACo committee liaison will follow-up with you and provide specific details and information regarding future meetings and the mission of the committee.

I hope you will participate in the various Transportation and infrastructure activities surrounding my Presidential Initiative this year. With the reauthorization of MAP-21 and other related federal policy issues, we have a lot of work ahead of us, and we need to make sure Counties are telling their stories in Washington DC. This year promises to be an exciting one and I look forward to working closely with you to further the goals of NACo and the nation's counties.

Sincerely,
Riki Hokama
President

Thereupon the Commission Meeting was recessed.

The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 1:30 p.m., Thursday, August 28, 2014.

President

ATTEST

Minute Clerk