

STATE OF ALABAMA)

JEFFERSON COUNTY) June 11, 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 May 22, 2014, be approved. Voting "Aye" Stephens, Brown, Bowman, Carrington and Knight.

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The Commission met in Work Session on June 10, 2014, and approved the following items to be placed on the June 11, 2014, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Items 1 through 9 and Addendum Item 9.
- Commissioner Brown, Community Service and Roads and Transportation Committee Items 1 through 18 and Addendum Items 6 and 7.
- Commissioner Carrington, Administrative Services Committee - Items 1 through 11.
- Commissioner Knight, Land Planning and Development Services, Emergency Management Agency, Board of Registrars and Courts, Inspection Services Committee Items 1 through 4 and Addendum Items 1 - 5.
- Commissioner Stephens, Finance & Information Technology Committee Items 1 through 21, excluding Item 15.

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Presentation by Jim Bennett - Secretary of State

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Jun-11-2014-368

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute Amendment No. 1 to the original Agreement dated January 14, 2011, for Professional Engineering Services for the Tin Mill Road Sanitary Sewer Study and Replacement, in the amount of \$12,045.00 between Jefferson County and Engineers of the South, LLC. This amendment provides for additional professional engineering services not identified in the original Agreement.

AGREEMENT TO PROVIDE  
PROFESSIONAL ENGINEERING SERVICES FOR  
TIN MILL ROAD SANITARY SEWER STUDY AND REPLACEMENT  
CONTRACT AMENDMENT No. 1

This CONTRACT AMENDMENT No. 1 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 Engineers of the South, LLC. (EOS) 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 additional design and technical services as required for the completion of the Tin Mill Road Sanitary Sewer Replacement as outlined in the Scope of Services.

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 AMENDMENT 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. All work required under this AMENDMENT shall be performed in accordance with these standard practices and as further detailed in the "Guideline for Design of Sanitary Sewers."

The scope of the geographic area of work proposed in this AMENDMENT will include the area immediately south of the intersection of Tin Mill Road and Allison - Bonnett Memorial Drive located in the Lower Valley Creek Basin of Jefferson County and in the City of Hueytown, Alabama. This area shall be designated as the Tin Mill Road Sanitary Sewer Study and Replacement. The scope of the work shall include furnishing Professional Engineers to provide the services required by this AMENDMENT.

This AMENDMENT will not alter the terms and conditions of the original CONTRACT AGREEMENT. All required insurance requirements and contract stipulations shall remain in effect with this CONTRACT AMENDMENT.

#### SECTION 1 - REASON FOR THE WORK

As a part of the COUNTY'S ongoing sanitary sewer CCTV and flow monitoring program, ADS Environmental Services (ADS) conducted a Hydraulic Capacity Analysis on the Valley Creek Basin near Tin Mill Road. The study included the installation of temporary flow monitors in the Tin Mill Road Sewer (1-30178) and Dolomite Sewer (1-40775). The monitors recorded flows over an approximate 2-month period. The results of the study revealed wet weather capacity issues in both of these sewers. As a result of the flow analysis, the following additional sewer improvements were recommended:

- Increase the capacity of the proposed sewer railroad crossing that connects to the existing Opossum Trunk sewer. This line will carry the combined flow from the Tin Mill Sewer and the Dolomite sewer.

- Replace and upgrade capacity of a section of Sewer 1-30178 from existing manhole at Station 3+77.83 to existing manhole at approximate Station 8+57. This section will also require the crossing of a creek designated as a "blue line" on the USGS Topographical maps.

- Replace and upgrade capacity of a section of Sewer 1-40775 from existing manhole at Station 0+00 to existing manhole at approximate Station 2+83.

#### SECTION 2 - SCOPE OF WORK

The proposed additional work, as described above, will increase the scope of the project and will require additional work elements as summarized below:

1. Modification of the design plans and railroad permit documents to reflect larger carrier pipe (or modified slope at existing size) and respective casing pipe at four (4) railroad crossings. The original design assumed that the sum of the combined theoretical capacities of the existing sewers would be adequate for the new sewer. The capacity study subsequently revealed surcharging conditions occur in both existing sewers during frequent, moderate rainfall events. The previously prepared permit applications and plans will need to be revised accordingly.
2. The additional sewer replacement footage will require supplemental survey data on the adjacent property and Tin Mill Road Sewer (1-30178) and Dolomite Sewer (1-40775) sewers.
3. The additional work will require additional CADD support time in order to complete the Contract Plans and permit modifications.
4. The additional work will extend the construction period which will require additional construction administration and review time.

#### 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 and work for Ninety days (90) or until project completion.

#### ARTICLE III - PAYMENT

##### SECTION 1 - FEE

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

For the work contemplated under Article 1, Section 1, the COUNTY will pay the CONSULTANT an amount not to exceed ten thousand nine hundred and fifty dollars (\$10,950.00), based upon the attached Fee Schedule which is hereby incorporated as a part of this AMENDMENT. 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.

#### ARTICLE IV

##### SECTION 1 - EXECUTORY CLAUSE

1. The CONSULTANT specifically agrees that this AMENDMENT 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 V

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures, ENGINEERS OF THE SOUTH, LLC on the day of COUNTY on the day of

ENGINEERS OF THE SOUTH, LLC

Wynn C. Echols, Managing Partner

RECOMMENDED:

David Denard, Dire for of Environmental Services

ATTEST:

JEFFERSON COUNTY COMMISSION

Minute Clerk

W.D. Carrington, President

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

Jun-11-2014-369

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute Amendment No. 2 to the original Agreement dated May 15, 2012, to provide for Engineering Design Services for Morgan Greenwood Pump Stations #1 and #2 Upgrades and Sanitary Sewer System Evaluation; in the amount of \$56,000.00 between Jefferson County and Garver, LLC. This amendment provides for additional engineering design work not identified in the original Agreement.

AMENDMENT NO. 2

TO THE AGREEMENT FOR ENGINEERING DESIGN SERVICES  
FOR MORGAN GREENWOOD PUMP STATIONS #1 AND #2 UPGRADES  
AND SANITARY SEWER SYSTEM EVALUATION

This document shall AMEND the scope of the original AGREEMENT between Jefferson County, Alabama (COUNTY) and Garver, LLC (CONSULTANT), and identified as the Engineering Design Services for Morgan Greenwood Pump Stations #1 and #2 Upgrades and Sanitary Sewer System Evaluation, approved by the Commission on the 15<sup>th</sup> day of May 2012, under the provisions of Article IV, Section 1, "Changes of Work".

WITNESSETH

WHEREAS, the COUNTY desires to make modifications to the original and amended Scope of Work to provide engineering design for improvements and upgrades to the Hoover High School Pump Station and odor control improvements to the Magnolia Trace Pump Station; and

WHEREAS, the CONSULTANT has determined that available funds do not remain in the existing engineering design contract; and

WHEREAS, the CONSULTANT and the COUNTY each recognize the benefits of completing additional work with an increase in COST of \$56,000.00 to the COUNTY above the COST CEILING of the original AGREEMENT.

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

ARTICLE I – SCOPE OF WORK

Amend this section as follows:

The CONSULTANT will provide the following engineering services:

1. Hoover High School Pump Station

A. Evaluate the existing and future service areas to perform a capacity analysis of the system.

B. Data gathering, including, but not limited to: sewer maps, complaint forms, tax maps, flow data, as-constructed drawings, overflow reports, recorded right-of-way documents, previous surveys and utility maps.

C. Evaluation of the existing pump stations to include: run times; pump station wetwell condition; discharge piping and appurtenances; forcemain piping; electrical components; and control panel.

D. Summarize what options are available for improvements and upgrades to the existing system for meeting COUNTY requirements.

- E. Final design based upon evaluation will not begin until CONSULTANT is authorized by COUNTY in writing.
- 2. Odor Control at Magnolia Trace
  - A. Design of odor control system at the Magnolia Trace Pump Station. Pump station has experienced significant odor complaints and visible evidence of corrosion. Odor control system will be designed to reduce odors to the surrounding areas.
  - B. Final Drawings and Technical Specifications for the Odor Control System will be included as part of one bid package including Hoover High Pump Station and all pump stations included in Addendum #1.
- 3. Consultant will perform items #3 - #6 noted in Addendum #1 for the Hoover High Pump Station and the Odor Control Improvements at Magnolia Trace.

ARTICLE II - TIME OF BEGINNING AND COMPLETION

CONSULTANT agrees to complete the additional Scope of Work identified in this AMENDMENT within a two hundred seventy (270) day period or until project completion.

ARTICLE III – PAYMENT

Amend this section as follows:

CONSULTANT agrees to complete the scope of work identified in this AMENDMENT for an additional COST of \$56,000.00 above the COST CEILING established in the original AGREEMENT.

COUNTY will pay CONSULTANT for the Services as follows:

- direct labor at the rates set forth in Attachment 1;
- sub-consultant costs at CONSULTANT cost; and
- other direct costs at CONSULTANT cost.

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures, Garver, LLC on the     day of     , 2014, and the COUNTY on the     day of     , 2014.

Garver, LLC  
 Brian Shannon, PE  
 Senior Project Manager / Water Team Leader

Garver, LLC

RECOMMENDED:

David Denard, Director of Environmental Services

ATTEST:

Minute Clerk

JEFFERSON COUNTY COMMISSION

W.D. Carrington, President

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

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 Jun-11-2014-370

BE IT RESOLVED BY TIDE JEFFERSON COUNTY COMMISSION that the President be authorized to execute an Amendment between Jefferson County, Alabama and William E. Smith Jr. and Associates, RE: Royal Cup Coffee. This Amendment No. 1 to the Conditional Consent to Encroachment and Release of Damages Agreement revises the existing Parcel Information.

CONDITIONAL CONSENT TO ENCROACHMENT AND RELEASE OF DAMAGES

THIS CONDITIONAL CONSENT TO ENCROACHMENT AND RELEASE OF DAMAGES (this "Agreement") made as of the \_\_\_\_ day of     , 2014, by and between JEFFERSON COUNTY, ALABAMA (the "County") and WILLIAM E. SMITH, JR. AND ASSOCIATES ("Owner").

RECITALS

- A. Owner is the owner of the real property located in Jefferson County, Alabama (the "Property") as follows:  
 A parcel of land, situated in the SW 1/4 of Section 22, Township 16 South, Range 2 W. See attached Exhibit A4.
- B. The Property is burdened by an existing twenty foot (20') sanitary sewer easement (the "Easement") as recorded in Real Volume 522, Page 725 in the Probate Office of Jefferson County, Alabama.
- C. Owner acknowledges that existing improvements located on the Property encroach on the Easement and that future improvements approved by the County will encroach on the Easement (collectively, the "Owner's Improvements"). Owner further acknowledges and agrees that said County approval is solely for the allowance/existence of the future improvements referenced in this Agreement.
- D. Owner and the County mutually desire to enter into this Agreement to address the encroachment of the Owner's Improvements within

the Easement.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals and the mutual agreements herein, the parties agree as follows:

1. Owner agrees that the County may utilize the Easement for all intended purposes of the Easement, including, without limitation, any installation, repair, maintenance or replacement of sanitary sewer lines (collectively, the "Easement Rights"). Should the County deem it necessary to remove or disturb any of the owner's Improvements in order to utilize the Easement for its intended purposes or exercise the Easement Rights on subject property, the County may do so at any time in its discretion, and the reasonable methodology for installation, repair maintenance or replacement of sewer lines is totally at the discretion of the County and its Department of Environmental Services. In the event that the Owner's Improvements are damaged in any way due to the exercise of the Easement Rights, the costs of repairs or replacement of the Owner's Improvements or personal property will be borne solely by Owner. Owner fully and forever releases and discharges the County from any and all liability, cost, damage, or expense to the owner's Improvements or improvements located adjacent to the Easement suffered or incurred by Owner as a result of the County's exercise of its Easement Rights inside the Easement.
2. Subject to the terms of this Agreement, the County grants Owner a license for the Owner's Improvements, as more particularly shown on Exhibits A1 ,A2, A3, and S1 attached hereto, but only to the extent the same are approved by the County. Exhibits A1, A2, A3 and S1 detail all of the Owner's improvements that will encroach on this easement and no other greater or further improvements will be allowed No such past, present or future encroachment whatsoever will constitute an adverse possession by Owner of the Easement or Easement Rights or constitute any form of waiver or abandonment of all or any part of the Easement or of any Easement Rights. Owner expressly reserves the right set forth in the Easement to cross the Easement with tracks, roads or driveways for any purpose over the Property subject to the Easement.
3. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.
4. This Agreement together with the Easement constitutes the full and complete agreement of the parties with respect to the subject matter hereof, supersedes all prior discussions, correspondence and agreements with respect to the subject matter hereof and cannot be modified or amended except by a subsequent written agreement signed by Owner and the County.
5. In the event this Agreement is challenged by legal means by said Owner as a result of the County exercising its Easement Rights as defined in paragraph number 1 above, Owner shall be responsible for the payment any and all fines assessed by U.S. Environmental Protection Agency and the Alabama Department of Environmental Management as well as the cost of the cleanup of any sewage resulting from said challenge and any delay incurred in connection therewith. In addition, Owner shall be responsible for the cost of any damage to others including but not limited to personal property and bodily injury resulting from said challenge and any delay incurred in connection therewith. Owner hereby agrees to pay all court costs incurred by the County as a result of the aforementioned.

This Agreement shall run with the land and be binding upon and inure to the benefit of the parties and their respective heirs, administrators, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first set forth above.

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

WILLIAM E. SMITH, JR. AND ASSOCIATES

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

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Jun-11-2014-371

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute an Amendment No. 2 between Jefferson County Environmental Services Department and Schneider Electric in the amount of \$31,180.00 to Provide CitectSCADA and Vijeo Historian software and maintenance support.

CONTRACT NO.: 00005519

Contract Amendment No. 2

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

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

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

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

2. SCOPE OF SERVICES

To incorporated Schneider Electric quote number 35149-14-24747 for CitectSCADA software in the amount of \$31,180.00; quote number 35149-14-24747 incorporated herein by reference and attached hereto.

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

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

SCHNEIDER ELECTRIC

V. Collins, Authorized Representative

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

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Jun-11-2014-372

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the 2014 Sanitary Sewer Repair and Replacement, Contract I project, such certified bids having been open on Wednesday, December 18, 2013 and listed as follows:

	Contractor	Amount Bid
1.	Global Construction & Engineering, Inc.	\$ 2,039,399.10
2.	Baird Contracting Co., Inc.	\$ 2,046,713.10
3.	Bama Utility Contractors, Inc.	\$ 2,378,765.00

WHEREAS, after tabulation and certification by the Environmental Services staff, it has been recommended that the contract for the 2014 Sanitary Sewer Repair and Replacement, Contract 1 be awarded to Global Construction & Engineering, Inc, in the amount of \$2,039,399.10.

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President, W.D. Carrington, be and he hereby is authorized, empowered and directed to execute the contract on behalf of Jefferson County, Alabama.

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

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Jun-11-2014-373

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 a 4-inch sewer service line in U.S. Highway 31 in the City of Vestavia Hills.

BE IT FURTHER RESOLVED that the President be authorized to execute an agreement between Jefferson County, Alabama and Issac David - Owner, 312 Investment, L.L.C. for the construction of a sanitary sewer in the right-of-way of U.S. Highway 31 in the City of Vestavia Hills, 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 No.  
P.E.  
R.O.W.  
Utilities  
Construction  
Maintenance Section  
Location of Accommodation: Milepost 269 to 270

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 14 linear feet of 4 inch diameter, Class 52 ductile iron sanitary sewer pipe in U.S. Highway 31 ROW in the City of Vestavia Hills ; 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 Non-point 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 APPLICANT 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 year first above stated.

WITNESS: Environmental Service Department  
W. D. Carrington, President  
Jefferson County Commission  
Typed or Printed Name

RECOMMENDED FOR APPROVAL:  
\_\_\_\_\_, District Manager  
\_\_\_\_\_, Division Engineer

ALABAMA DEPARTMENT OF TRANSPORTATION ACTING BY AND THROUGH ITS TRANSPORTATION DIRECTOR  
\_\_\_\_\_, Maintenance Engineer / Division Engineer

AGREEMENT

This Agreement entered into this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by and between Jefferson County, Alabama (hereinafter referred to as Jefferson County) and 312 Investment, L.L.C. (hereinafter referred to as Owner).

WITNESSETH:

WHEREAS, Owner proposes to install certain sanitary sewer facilities crossing perpendicular to U.S. Highway 31 near the intersection with Southwood Drive; 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 4 inch sewer service line connecting to an existing Jefferson County sanitary sewer crossing perpendicular to U.S. Highway 31 right of way near the intersection with Southwood Drive, which drains to the Cahaba River sanitary sewer collection system, copy of the 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 benefited 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 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 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 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\_\_.

312 Investment, L.L.C.

Issac David - Owner

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

Jefferson County Commission

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

\_\_\_\_\_  
Jun-11-2014-374

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be and hereby is authorized to execute a Conditional Consent to Encroachment and Release of Damages Agreement between Jefferson County and Venice Road Partners, LLC, a Georgia limited liability company regarding an encroachment within a County sanitary sewer easement. There is no cost to the County associated with said agreement.

CONDITIONAL CONSENT TO ENCROACHMENT AND RELEASE OF DAMAGES

THIS AGREEMENT made as of the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by and between JEFFERSON COUNTY, ALABAMA (the "County") and Venice Road Partners, LLC, a Georgia limited liability company (the "Owner").

R E C I T A L S:

Owner is the owner of real property being the Venue Apartments located at 2850 Venice Road, Birmingham AL. 35211, more particularly described as Lot 1 Lakeshore Corners – Phase 1, recorded in Map Book 230, Page 27, in the Probate Office of Jefferson County, Alabama, Birmingham Division.

Owner has installed the following: buried electrical conduits, two curbed islands with gate controls, buried electrical conduits for stop bars and gate motors, four gates with four gate motors and two stop bars mounted on motor housing units. All aforementioned encroaching, being over and/or adjacent to an existing County sanitary sewer main with a Jefferson County sanitary sewer easement (as shown on Exhibit Map, attached collectively, the "Improvements"), all of said Improvements are for the purpose of serving the Venue Apartments. Owner and County mutually desire to enter into this Agreement to address the encroachment of the Improvements within the Easement.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals and the mutual agreements herein, the parties agree as follows:

1. In consideration of the mutual agreements herein, Owner agrees that the County may utilize the Easement for all intended purposes of the Easement, including, without limitation, any installation, repair, maintenance or replacement of sanitary sewer lines (collectively, the "Easement Rights"). Should the County deem it necessary to remove or disturb any of the Improvements in order to utilize the Easement for its intended purposes or exercise the Easement Rights on subject property, the County may do so at any time in its discretion, and the reasonable methodology for installation, repair maintenance or replacement of sewer lines is totally at the discretion of the County and its Department of Environmental Services. If Owners' Improvements are damaged in any way due to the exercise of our easement rights, the responsibility for the replacement of Owner's Improvements or personal property or for any repairs to personal property or the Improvements

and the cost of any such repairs will be borne solely by the Owner. Owner fully and forever releases and discharges the County from any and all liability, cost, damage, or expense to the Improvements suffered or incurred by Owner as a result of the County's exercise of its Easement Rights inside easement or improvements adjacent to easement.

2. Subject to the foregoing agreements of Owner and the terms of this Agreement, the County grants Owner a license to continue the requested encroachment and that no other or greater or further improvements or encroachment whatsoever will be allowed. No such past, present or future encroachment whatsoever will constitute an adverse possession by Owner of the Easement or Easement Rights or constitute any form of waiver or abandonment of all or any part of the Easement or of any Easement Rights.

3. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

4. This Agreement together with the Easement constitutes the full and complete agreement of the parties with respect to the subject matter hereof, supersedes all prior discussions, correspondence and agreements with respect to the subject matter hereof and cannot be modified or amended except by a subsequent written agreement signed by Owner and the County.

5. In the event this Agreement is challenged by legal means by said Owner as a result of the County exercising its Easement Rights as defined in Item number one above, it shall be the responsibility of the Owner to cover any and all fines assessed by U.S. Environmental Protection Agency and the Alabama Department of Environmental Management as well as the cost of the cleanup of any sewage resulting from said challenge/delay. The Owner is also responsible for the cost of any damage to others including but not limited to personal property and bodily injury as a result of said challenge/delay. Furthermore, Owner agrees to pay all court costs incurred by the County as a result of the aforementioned.

6. This Agreement shall run with the land and be binding upon and inure to the benefit of the parties and their respective heirs, administrators, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first set forth above.

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

VENICE ROAD PARTNERS, LLC, a Georgia limited liability company

Morrow Investors, Inc., a Georgia corporation, Its Manager

Fred S. Hazel, Executive Vice President

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

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Jun-11-2014-375

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be and hereby is authorized to execute a Conditional Consent to Encroachment and Release of Damages Agreement between Jefferson County and Pepper Partners, Block 416, LTD. regarding itemized improvements constructed over a Jefferson County sanitary sewer main located within a defined utility easement. There is no cost to the County associated with said agreement.

#### CONDITIONAL CONSENT TO ENCROACHMENT AND RELEASE OF DAMAGES

THIS AGREEMENT made as of the day of , 20 , by and between JEFFERSON COUNTY, ALABAMA (the "County") and Pepper Partners, Block 416, LTD. (the "Owner").

#### RECITALS:

Owner is the owner of real property being Lots 1-B, 6-B, 14-B, and 16-B, Block 416, Resurvey of Block 416 Birmingham, as recorded in Map Book 213, Page 23 in the office of Probate Judge of Jefferson County, AL.

Owner has constructed the following: one concrete ADA (Americans with Disabilities Act) compliance ramp, three concrete stairs, two concrete loading docks, one concrete terrace and two concrete decks. All aforementioned encroaching, being over and/or adjacent to an existing County sanitary sewer main within a Jefferson County sanitary sewer easement (as shown on Exhibit A, attached collectively, the "Improvements"). All of said Improvements are for the purpose of serving the Pepper Place development. Owner and County mutually desire to enter into this Agreement to address the encroachment of the Improvements within the Easement.

#### AGREEMENT

NOW, THEREFORE, in consideration of the Recitals and the mutual agreements herein, the parties agree as follows:

1. In consideration of the mutual agreements herein, Owner agrees that the County may utilize the Easement for all intended purposes of the Easement, (collectively, the "Easement Rights"). The right of the County to deem it necessary to remove or disturb any of the Improvements in order to utilize the Easement for its intended purposes or exercise the Easement Rights on subject property is totally at the

discretion of the County and its Department of Environmental Services. If Owners' Improvements are damaged in any way due to the exercise of our easement rights, the responsibility for any repairs or replacement of Owner's Improvements or personal property and the cost of any such repairs or replacement will be borne solely by the Owner. Owner fully and forever releases and discharges the County from any and all liability, cost, damage, or expense to the Improvements suffered or incurred by Owner as a result of the County's exercise of its Easement Rights inside easement or improvements adjacent to easement. When the County and its Department of Environmental Services at its sole discretion deems the sanitary sewer main needs repair or replacement, the sewer will be relocated to the location as shown on Exhibit B at the sole expense of the Owner. Said replacement/relocated sewer construction will require a prequalified contractor from the Jefferson County Environmental Services Department's pre-qualified contractors list at time of said replacement/relocated sewer work. Furthermore, a live sewage by-pass plan is required showing how live sewage flow will be maintained during time of said replacement/relocated work, also at sole expense of the Owner. In the event the County needs to perform any television video inspection (TVI) of the existing sanitary sewer main, the Owner at his own expense must hire an outside vendor with County Environmental Services Department approved means. There must be County Environmental Services Department Engineering and Construction Division or Line Maintenance Division personnel present at the time of said TVI performance. The Owner is responsible for contacting the County Environmental Services Department Engineering and Construction Division or Line Maintenance Division prior to the time of said TVI performance.

2. Subject to the foregoing agreements of Owner and the terms of this Agreement, the County grants Owner a license to continue the requested encroachment and that no other or greater or further improvements or encroachment whatsoever will be allowed. No such past, present or future encroachment whatsoever will constitute an adverse possession by Owner of the Easement or Easement Rights or constitute any form of waiver or abandonment of all or any part of the Easement or of any Easement Rights.

3. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

4. This Agreement together with the Easement constitutes the full and complete agreement of the parties with respect to the subject matter hereof, supersedes all prior discussions, correspondence and agreements with respect to the subject matter hereof and cannot be modified or amended except by a subsequent written agreement signed by Owner and the County.

5. In the event this Agreement is challenged by legal means by said Owner as a result of the County exercising its Easement Rights as defined in Item Number One above, it shall be the responsibility of the Owner to cover any and all fines assessed by U.S. Environmental Protection Agency and the Alabama Department of Environmental Management as well as the cost of the cleanup of any sewage resulting from said challenge/delay. The Owner is also responsible for the cost of any damage to others including but not limited to personal property and bodily injury as a result of said challenge/delay. Furthermore, Owner agrees to pay all court costs incurred by the County as a result of the aforementioned.

6. This Agreement shall run with the land and be binding upon and inure to the benefit of the parties and their respective heirs, administrators, personal representatives, successors and assigns. If this property exchanges ownership, it shall be the responsibility of the Owner to inform the new owner(s) of the terms of said CONDITIONAL CONSENT TO ENCROACHMENT AND RELEASE OF DAMAGES agreement and their responsibilities related as such.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first set forth above.

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

Pepper Partners Block 416, LTD

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

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Jun-11-2014-376

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer claim of Harold D. Pugh and Mark K. Pugh in the amount of Twelve Thousand Two Hundred Seven and no/100 (\$12,207.00) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to Harold D. Pugh and Mary K. Pugh in the amount of \$12,207.00 and forward it to the County Attorney for disbursement.

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

Jun-11-2014-377

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney is hereby authorized to settle the workers' compensation claim of Gregory Thomas in the amount of One Hundred Ten Thousand and 00/100 (\$110,000.00) Dollars.

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

JEFFERSON COUNTY COMMISSION

Finance Department

Unusual Demands

6/12/2014

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	Doc No
DISTRICT 1	1000193	JEFFERSON CO TREASURER	POSTAGE FOR REVENUE MAILOUT	GEN SVCS: ADMINISTRATION	112.20	1900077714
DISTRICT 1	1000193	JEFFERSON CO TREASURER	CORONER TRANSCRIPTION HEADSET	CORONER/MEDICAL EXAMINER	35.00	1900077715
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PARKING REFUND AND TWO ELECTRICAL RE-CERT	GEN SVCS: ADMINISTRATION	120.00	1900077793
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PARKING REFUNDED TO EMPLOYEE FROM OVERPAYMENT.	GEN SVCS: ADMINISTRATION	20.00	1900077762
*DISTRICT 1					287.20	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	TRAVEL RIMBURSE, REBAR, CDL RENEWAL, DRILL BITS	R&T: HIGHWAY MAINT-KETONA	299.78	1900077625
DISTRICT 2	1000193	JEFFERSON CO TREASURER	TV, TV MOUNT, CABLE, CONDUIT & BATTERIES - ADMIN	R&T: HIGHWAY MAINT-KETONA	169.00	1900077633
DISTRICT 2	1000193	JEFFERSON CO TREASURER	FOOD FOR MEETING	ECON DEV WORKFORCE INVEST	88.76	1900077792
DISTRICT 2	1000193	JEFFERSON CO TREASURER	BATTERIES, TV FOR HIGHWAY ENGINEERING- TRAINING	R&T: HIGHWAY ENG & CONSTR	173.37	1900077729
*DISTRICT 2					730.91	
DISTRICT 3	1000128	JEFF CO DEP TREASURER	PETTY CASH-RECORDED LEVY-WENDELL SMITH	SHER ENFORCE-BESSEMER	16.00	1900077535
DISTRICT 3	1000128	JEFF CO DEP TREASURER	PROBATED LEVIE/BOLAR&SPEIGNER	SHER ENFORCE-BESSEMER	32.00	1900077721
DISTRICT 3	1000832	DONALD R MCALLISTER	LOCAL MILEAGE	BD OF EQUAL - BHAM STATE	160.38	1900077804
DISTRICT 3	1007938	U S BANK	TRUSTEE FEE (ANNUAL) 2004A SCHOOL WARRANTS	FINANCE ADMINISTRATION	4,200.00	1900077978
DISTRICT 3	1018261	URISA ALABAMA CHAPTER	RENEWAL MEMBERSHIP TO URISA FOR GROUP MEMBERSHIP	INFO TECH: SYS DEV & ADMIN	120.00	1900077770
*DISTRICT 3					4,528.38	
DISTRICT 4	1000193	JEFFERSON CO TREASURER	EMA - CAD FIELD TRIP SNACKS & DRINKS	EMA	65.38	1900077612
DISTRICT 4	1000193	JEFFERSON CO TREASURER	EMA - SIREN BATTERIES & FLOOD GUAGE SUPPLIES	EMA	488.91	1900077613
DISTRICT 4	1000193	JEFFERSON CO TREASURER	EMA - TRUCK TAG	EMA	25.50	1900077616
DISTRICT 4	1000193	JEFFERSON CO TREASURER	SUPPLIES/FOOD FOR RESIDENTS	YOUTH DET: SUPPORT SVCS	148.75	1900077621
DISTRICT 4	1000193	JEFFERSON CO TREASURER	FOOD/SUPPLIES FOR RESIDENTS	YOUTH DET: SUPPORT SVCS	30.45	1900077623
DISTRICT 4	1000193	JEFFERSON CO TREASURER	TRAINING/MATERIALS FOR RESIDENTS	YOUTH DET: CUSTODY	150.00	1900077562
DISTRICT 4	1000193	JEFFERSON CO TREASURER	EMA - CAD FIELD TRIP LUNCH	EMA	159.99	1900077723
DISTRICT 4	1000193	JEFFERSON CO TREASURER	EMA - FLOOD GUAGE BATTERIES	EMA	65.00	1900077725
DISTRICT 4	1000193	JEFFERSON CO TREASURER	EMA - DONATED GOODS WHSE SUPPLIES DR-4176	EMA	17.99	1900077980
DISTRICT 4	1020923	ALABAMA FIRE COLLEGE	13SMA - HOMEWOOD MEDIUM RESCUE	EMA	295.00	1900077677
*DISTRICT 4					1,446.97	
DISTRICT 5	1000193	JEFFERSON CO TREASURER	WINDOW CLEANER	ES: LEEDS WWTP	5.95	1900077542
DISTRICT 5	1000193	JEFFERSON CO TREASURER	HEAT STRIP AND THERMSTAT FOR NEW A/C UNIT	ES: CAHABA RIVER WWTP	223.81	1900077537
DISTRICT 5	1000193	JEFFERSON CO TREASURER	OIL SEAL;USB DRIVE;BROACH;BEARING;	ES: FIVE MILE MAINT SHOP	433.40	1900077618
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CLE-LAW DAY LUNCHEON	COUNTY ATTORNEY	35.00	1900077619
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CLE-LAW DAY LUNCHEON	COUNTY ATTORNEY	35.00	1900077620
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PETTY CASH - JAMES TORNABENE 5/1/14.	PER BD: TESTING	21.87	1900077550
DISTRICT 5	1000193	JEFFERSON CO TREASURER	DET, KEYS, INSTALL KIT, RIP CLAW, FILLER CAP	ES: SHADES LINE MAINT	104.30	1900077611
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CDL RENEWAL	ES: ADMIN LINE MAINT	60.00	1900077614
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BATTERY, FUEL FILTER, STARTING FLUID	ES: TRUSSVILLE WWTP	41.66	1900077803
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SWITCH FOR TEMP ALUM SYSTEM	ES: CAHABA RIVER WWTP	3.49	1900077717
DISTRICT 5	1000193	JEFFERSON CO TREASURER	GARY'S AWPCA RENEWAL	ES: SANITATION ADMIN	40.00	1900077719
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SCANNED ANNUAL REPORT TO ADEM	ES: BARTON LAB	289.29	1900077728
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BOX WIRE BOLT HOSE SWITCH BATTERY PAINT PIPE CLAMP	ES: VALLEY CREEK WWTP	1,136.26	1900077632
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SPRAY PAINT FOR THE PLANT	ES: CAHABA RIVER WWTP	16.25	1900077716
DISTRICT 5	1000193	JEFFERSON CO TREASURER	ASCE MEMBERSHIP RENEWAL-BRIAN ROHLING	ES: SANITATION ADMIN	240.00	1900077720
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SPARK PLUG, OIL FILTER,SHOVELS, PVC PIPE & FITTING	ES: CONSTRUCT SEWER LINE	105.10	1900077627
DISTRICT 5	1000193	JEFFERSON CO TREASURER	POSTAGE FOR EPA DOCUMENTS, TARPS	ES: SANITATION ADMIN	91.54	1900077647
DISTRICT 5	1000193	JEFFERSON CO TREASURER	MECHANICAL PIPE PLUG	ES: CAHABA RIVER WWTP	5.54	1900077718
DISTRICT 5	1000193	JEFFERSON CO TREASURER	COPPER PIPE AND FITTINGS FOR INF PUMP STATION A/C	ES: CAHABA RIVER WWTP	237.68	1900077722
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PETTY CASH - JAMES TORNABENE 05.21.14	PER BD: TESTING	11.75	1900077744
DISTRICT 5	1000270	A ALLEN RAMSEY PC	PAYMENT FOR PAST SERVICES-OUTSIDE COLLECTIONS	FINANCE SEWER SERVICES	10,213.55	1900077624
DISTRICT 5	1001461	BHAM REPORTING SVC	TRIAL-VILLAGE TOWN MANAGEMENT V. JEFFCO	COUNTY ATTORNEY	350.00	1900077570
DISTRICT 5	1004733	FREEDOM REPORTING INC	TRIAL-JOHNNY COLE V. JEFFCO	COUNTY ATTORNEY	162.50	1900077617
DISTRICT 5	1021831	STERLING JONES	ASSESSOR REIMBURSEMENT - STERLING JONES 05.16.14	PER BD: TESTING	315.57	1900077635
DISTRICT 5	1026985	PAUL TROTTER	ASSESSOR REIMBURSEMENT - PAUL TROTTER	PER BD: TESTING	100.00	1900077630
DISTRICT 5	1027332	LORI SUNDERMAN	ASSESSOR REIMBURSEMENT - LORI SUNDERMAN 05.06.14	PER BD: TESTING	226.45	1900077637
DISTRICT 5	1030826	BARBARA LEE	TUITION REIMBURSEMENT - BARBARA LEE	PER BD BUS SYS & REPORT	360.00	1900077631
DISTRICT 5	1031944	GORDON DEWAYNE	ASSESSOR REIMBURSEMENT - DEWAYNE GORDON 05.16.14	PER BD: TESTING	148.31	1900077634
DISTRICT 5	1031945	BETTIE REEVES-NOBLES	ASSESSOR REIMBURSEMENT - BETTIE REEVES -NOBLES	PER BD: TESTING	99.30	1900077636
DISTRICT 5	1031963	EMJ CORPORATION	REFUND OF SEWER IMPACT FEE	ES: SANITATION ADMIN	33,281.25	1900077639
DISTRICT 5	1031964	PUMPHOUSE, LLC	REFUND OF SEWER IMPACT FEE	ES: SANITATION ADMIN	205.00	1900077549
DISTRICT 5	1032059	HARRIS DOYLE HOMES	REFUND OF SEWER IMPACT FEE	ES: SANITATION ADMIN	655.00	1900077547
DISTRICT 5	1032163	RYLE CONSTR CO, INC	REFUND OF SEWER IMPACT FEE	ES: SANITATION ADMIN	23,802.25	1900077546
DISTRICT 5	1032178	AMBER FRITSCH	ASSESSOR REIMBURSEMENT - AMBER FRITSCH	PER BD: TESTING	257.14	1900077629
*DISTRICT 5					73,314.21	
**					80,307.67	

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

Jun-12-2014-378

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, THAT THE FOLLOWING REPORT FILED BY THE

PURCHASING DEPARTMENT BE, AND THE SAME HEREBY IS APPROVED. RECOMMENDATIONS FOR CONTRACTS ARE BASED UPON THE LOWEST BIDS MEETING SPECIFICATIONS.

For Week of 5/13/14 - 5/19/14

1. SHERIFF'S DEPARTMENT FROM PELL FLEET SAFETY EQUIPMENT, PELL CITY, AL, TO AWARD BID FOR PURCHASE OF PATROL VEHICLE SAFETY EQUIPMENT AS NEEDED BY USER DEPARTMENT FOR THE PERIOD OF 6/12/14 - 6/11/15.  
SAP PURCHASE ORDER # 2000079174            \$254,373.85            TOTAL            REFERENCE BID # 90-14

For Week of 5/20/14 - 5/26/14

1. GENERAL SERVICES FROM AMERICAN PIPE & SUPPLY COMPANY INCORPORATED, BIRMINGHAM, AL, TO AWARD CATALOG BID FOR MISCELLANEOUS PLUMBING SUPPLIES TO BE ORDERED AS NEEDED FOR THE PERIOD OF 6/12/14 - 6/11/15. REFERENCE BID # 94-14
2. GENERAL SERVICES: ADMINISTRATION & PACA MEMBERS FROM WITTICHEN SUPPLY COMPANY, BIRMINGHAM, AL, TO AWARD BID FOR MISCELLANEOUS HVAC PARTS AND SUPPLIES TO BE ORDERED AS NEEDED FOR THE PERIOD OF 6/26/14 - 6/25/17. REFERENCE BID # 52-14R
3. ENVIRONMENTAL SERVICES: PACKAGE WWTP & PUMP STATIONS FROM REFLOW SERVICES LLC, MOODY, AL, PURCHASE ORDER FOR REPAIR OF KSB SUBMERSIBLE PUMP FOR VISIONLAND PUMP STATION.  
SAP PURCHASE ORDER # 2000079631            \$7,607.00            TOTAL
4. GENERAL SERVICE - BULK STORES WAREHOUSE FROM AMERICAN OSMENT CHEMICALS, LAFAYETTE, LA, PURCHASE ORDER FOR DIAL HAND SOAP. SAP PURCHASE ORDER # 2000079636            \$8,520.00            TOTAL  
REFERENCE BID # 65-11
5. ENVIRONMENTAL SERVICES: VALLEY CREEK WWTP FROM JIM HOUSE & ASSOCIATES, IRONDALE, AL, PURCHASE ORDER FOR TROJAN CYLINDER. SAP PURCHASE ORDER # 2000079653            \$8,224.00            TOTAL  
AMERINET CONTRACT # 00004430
6. JEFFERSON COUNTY SHERIFF'S OFFICE - BESSEMER JAIL CORRECTIONS FROM GULF STATES DISTRIBUTORS, MONTGOMERY, AL, TO PURCHASE X26 TASERS, X26 TASER POWER PACKS AND X26 TASER CARTRIDGES.  
SAP PURCHASE ORDER # 2000079740            \$6,427.70            TOTAL
7. COOPER GREEN MERCY HEALTH SERVICES FROM UAB MEDICAL WEST, BESSEMER, AL, TO PROVIDE SERVICES FOR COUNTY BENEFICIARIES IN A COST EFFECTIVE MANNER. SAP PURCHASE ORDER # 2000079802  
\$1,200,000.00 TOTAL            CLARITY CONTRACT # CON-00006121
8. COOPER GREEN MERCY HEALTH SERVICES FROM AMT MEDICAL STAFFING INCORPORATED, BIRMINGHAM, AL, TO PROVIDE TEMPORARY EMERGENCY STAFFING PERSONNEL ON AN AS NEEDED BASIS.  
SAP PURCHASE ORDER # 2000079832            \$75,000.00            TOTAL            CLARITY CONTRACT # CON-00004712
9. GENERAL SERVICES: ADMINISTRATION & PACA MEMBERS FROM WITTICHEN SUPPLY COMPANY, BIRMINGHAM, OPEN PURCHASE ORDER FOR HVAC PARTS AND SUPPLIES FOR THE PERIOD OF 6/26/14 - 6/25/17.  
SAP PURCHASE ORDER # 2000079861            \$5,000.00            TOTAL            REFERENCE BID # 52-14R
10. SHERIFF: BIRMINGHAM ENFORCEMENT FROM OFFICE DEPOT BUSINESS SERVICE DIVISION, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR OFFSITE DIGITAL PRINTING AND COPY SERVICE FOR FYI 4 SAP PURCHASE ORDER # 2000074375            CHANGE ORDER            \$ 7,000.00  
REFERENCE BID # 68-13            PURCHASE ORDER            \$28,000.00            TOTAL
11. COMMUNITY AND ECONOMIC DEVELOPMENT FROM THE BIRMINGHAM, TIMES, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR ADVERTISING FOR LEGAL AND DISPLAY ADVERTISEMENTS. SAP PURCHASE ORDER # 2000076503            CHANGE ORDER            \$5,000.00  
PURCHASE ORDER            \$9,500.00            TOTAL
12. COOPER GREEN MERCY HEALTH SERVICES FORM BERNEY OFFICE SOLUTION, MONTGOMERY, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR PRINTER MAINTENANCE.  
SAP PURCHASE ORDER 2000076744            CHANGE ORDER            \$17,000.00            REFERENCE BID # 173-12  
PURCHASE ORDER \$71,985.00            TOTAL
13. COOPER GREEN MERCY HEALTH SERVICES FROM CCA FINANCIAL LLC, RICHMOND, VA, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR LEASE COPIERS. SAP PURCHASE ORDER # 2000077737  
CHANGE ORDER            \$4,013.00            PURCHASE ORDER            \$8,989.00            TOTAL

For Week of 5/27/14 - 6/02/14

1. COMMUNITY AND ECONOMIC DEVELOPMENT FROM UNCH INCORPORATED, BIRMINGHAM, AL, TO AWARD BID FOR HOUSING REHABILITATION FOR TEARON SMITH. SAP PURCHASE ORDER # 2000079869

\$34,435.00 TOTAL REFERENCE BID # 82-14

2. YOUTH DETENTION CENTER AND PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM EVANS MEATS, BIRMINGHAM, AL, FIRST (1ST) YEAR RENEWAL FOR FRESH MEATS TO BE ORDERED AS NEEDED FOR THE PERIOD OF 7/01/14 - 6/30/15. REFERENCE BID # 108-13
3. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM BENCHMARK CHRYSLER JEEP INCORPORATED, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR THE CONTINUED PURCHASE OF VEHICLE PARTS FOR THE PERIOD OF 10/01/13 - 9/30/14. SAP PURCHASE ORDER # 2000075414 CHANGE ORDER \$ 6,000.00 PURCHASE ORDER \$24,000.00 TOTAL
4. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM DEWEY BARBER CHEVROLET, GARDENDALE, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR THE CONTINUED PURCHASE OF VEHICLE PARTS FOR THE PERIOD OF 10/01/13 - 9/30/14. SAP PURCHASE ORDER # 2000075427 CHANGE ORDER \$ 7,000.00 PURCHASE ORDER \$17,000.00 TOTAL
5. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM GCR TIRES, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR THE CONTINUED PURCHASE OF VEHICLE TIRES PER STATE OF ALABAMA CONTRACT FOR THE PERIOD OF 10/01/13 - 9/30/14. SAP PURCHASE ORDER # 2000075366 CHANGE ORDER \$ 70,000.00 STATE OF ALABAMA CONTRACT # T106; 4012430 PURCHASE ORDER \$125,000.00 TOTAL
6. COOPER GREEN MERCY HEALTH SERVICES FROM THOMAS SHREWSBURG D/B/A XRS LLC, CULLMAN, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR THE PAYMENT OF REPAIR TO KODAK MIN-R PROCESSOR. SAP PURCHASE ORDER # 2000077601 CHANGE ORDER \$3,220.00 PURCHASE ORDER \$6,220.00 TOTAL

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

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Jun-12-2014-379

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE FOLLOWING EXCEPTIONS REPORT FILED BY THE PURCHASING DIVISION FOR THE WEEK OF 05/13/14 - 05/19/14, 5/20/14 - 5/26/14 and 5/27/14 - 6/02/14, BE AND THE SAME HEREBY IS APPROVED.

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

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Jun-12-2014-380

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Encumbrance Report for the week of 05/13/14 - 05/19/14, 5/20/14 - 5/26/14 and 5/27/14 - 6/02/14, be and hereby is approved.

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

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Jun-12-2014-381

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

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

STAFF DEVELOPMENT

Multiple Staff Development

Environmental Services

David Willoughby \$801.00  
 Gary Nelson \$776.29  
 Alabama Water Pollution Control 69<sup>th</sup> Annual Conference  
 Mobile, AL – July 20-23, 2014

Family Court

Monique Campbell \$636.51  
 Toni Richardson \$729.12  
 Tiffany Roper \$1,548.51  
 APPA Conference  
 New Orleans, LA – August 3-6, 2014

Individual Staff Development

Board of Equalization

Lisa Meuse (State funds) \$324.79  
 Assn. of Alabama Tax Administrators Conference  
 Orange Beach, AL – June 15-16, 2014

Community and Economic Development

Margaret Lynn Smith (grant funds) \$666.84  
 Getting to the Heart of Compliance  
 Atlanta, GA – June 9-12, 2014  
  
 Frederick Hamilton \$517.57  
 The Atlanta Youth Forum  
 Atlanta, GA – June 17-18, 2014

Family Court

Cynthia Bunton-Frazier \$69.00  
 JDAI Intersite Conference  
 Montgomery, AL – May 29, 2014

Revenue

Pam Billups \$398.70  
 GFOAA 7th Annual CGAT Conference  
 Montgomery, AL – June 18-19, 2014

Roads and Transportation

Kelly Watson \$1,060.00  
 Course C606 The Environmental Process  
 Course C802 Legal Aspects of Easements  
 Course C600 Environmental Awareness  
 Course C304 When Public Agencies Collide  
 Birmingham, AL – 4 Online Courses

Finance

George Tablack \$4,326.59  
 Marketing Debt  
 Various New York trips - November 4 -21, 2013

For Information Only

Personnel Board

Guy Dewees \$2,066.32  
 SHRM Staffing Management Conference  
 Nashville, TN – April 27-30, 2014  
  
 Brian Bellenger \$1,338.50  
 James Tornabene \$1,005.04  
 2014 International Personnel Assessment Council  
  
 Tiffany Owens \$300.00  
 Alabama State University Spring 2014 Career Fair  
 Montgomery, AL – April 10, 2014

Sheriff Office

Timothy Sanford \$250.00  
 William Schuelly \$250.00  
 Diamondback Specialized CMV Training  
 Hoover, AL - June 26-27, 2014  
  
 Scott Tucker \$25.00

William Powell	\$25.00
Joseph Wordell	\$25.00
Tim Graham	\$25.00
In Custody Death Excited Delirium Florence, AL – December 9, 2013	
Timothy Graham	\$25.00
Joseph Wordell	\$25.00
Scott Tucker	\$25.00
William Powell	\$25.00
Emotionally Disturbed Persons Florence, AL – December 11, 2013	
Aubrey Finley FBINAA Re-Trainer Orange Beach, AL – June 8-11, 2014	\$881.62

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

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BUDGET TRANSACTIONS

A. Position Changes and/or Revenue Changes

1. Environmental Service \$2,039,399.10

Add additional funds from ESD fund balance to encumber the contract title 2014 Sanitary Sewer Repair and Replacement Contract I with Global Construction & Engineering.

2. Emergency Management Agency \$55,000

Increase revenue and expenditures to record 2014 Cities Readiness Initiative funding.

B. Other Budget Transactions

3. Roads & Transportation \$934,645.48

Add a purchasing memorandum to purchase two loader pits, two Scag 52" cut heavy duty mowers, three bucket trucks and three Dodge R1500 ½ ton extended cab 4WD.

4. Environmental Services \$112,632

Add a purchasing memorandum to purchase a 39' tag-along trailer and a maintenance truck.

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

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Jun-11-2014-382

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. II to the Agreement between Jefferson County, Alabama and Strategic Allied Technology to provide annual renewal of maintenance for the InfoBlox products for management of Data Center and other network services for the period August 18, 2014 - August 17, 2015 in the amount of \$12,464.

CONTRACT NO.: 00003030

Contract Amendment No. II

This Amendment to Contract entered into the 7<sup>th</sup> day August of 2014, between Jefferson County, Alabama, hereinafter referred to as "the County, and Strategic Allied Technologies, Inc., hereinafter referred to as the "Contractor" to provide Maintenance Support for Infoblox.

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. 00003030. The original contract between the parties referenced above, was approved by the Commission on November 8, 2011, MB 162, Page(s) 361

AMEND TERMS OF AGREEMENT AS FOLLOWS:

AUTHORIZATION TO PERFORM WORK: August 18, 2014 -August 17, 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

Strategic Allied Technologies, Inc.

W. D. Carrington, President

\_\_\_\_\_, Authorized Representative

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

\_\_\_\_\_  
Jun-11-2014-383

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. II to the Agreement between Jefferson County, Alabama and Archives Security, Inc. to provide annual renewal of maintenance for off-site media protection for mainframe backup tape for the period July 1, 2014 - June 30, 2015 in the amount of \$15,000.

CONTRACT NO.: 00005138

Contract Amendment No. II

This Amendment to Contract entered into the 1<sup>st</sup> day July of 2014, between Jefferson County, Alabama, hereinafter referred to as "the County, and Archives Security, Inc., hereinafter referred to as the "Contractor" to provide Off-Site Protection and Storage of County Data Media.

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. 00005138. The original contract between the parties referenced above, was approved by the Commission on June 27, 2013, MB 165, Page(s) 129-131

AMEND TERMS OF AGREEMENT AS FOLLOWS:

AUTHORIZATION TO PERFORM WORK: 7/01/2014 - 06/30/15

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

Archives Security, Inc.

W. D. Carrington, President

\_\_\_\_\_, Authorized Representatives

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and B & L Associates, Inc. to provide software and hardware upgrade to the virtual tape services that supports backup and recovery of the mainframe system for the period July 1, 2014 - June 30, 2015 in the amount of \$25,234.

CONTRACT NO: CON-00006208

THIS AGREEMENT entered into this 1<sup>st</sup> day of July, 2014, by and between Jefferson County Alabama, hereinafter called "the County", and B&L Associates, called "the Contractor", located at 13 Tech Circle, Natick, MA 01760. The effective date of this agreement shall be July 1, 2014.

WHEREAS, the County desires to contract for Virtual Tape Server (VTS) Upgrade 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 Agreement results from quote # 20140328-VTS Refresh where B&L will provide and install software and hardware to upgrade the County's VTS system that supports backup and recovery of the Unisys mainframe production and development systems. B&L is a sole source provider for the VTS system. A sole source letter has been provided by B&L.

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:

The Contractor shall be available to render services to Jefferson County Commission any time after the effective date of this Contract. The Contract term expires on June 30, 2015.

4. 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.

5. 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.

6. 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.

7. COMPENSATION: The contractor shall be compensated a sum in the amount of \$25,234.00.

8. PAYMENT TERMS: Net 30

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. and the County will not be obligated for same under this contract.

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. 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.

13. **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.

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 Commercial General Liability insurance of \$1,000,000 per occurrence. Before beginning work, contract party shall file with the County evidence of insurance 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) Commercial General Liability; 2) Business Automobile Liability; 3) Worker's Compensation and Employer's Liability.

16. **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 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.

17. **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.

18. **LIMITATION OF LIABILITY:** NEITHER PARTY SHALL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES UNDER THIS AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OF THEIR POSSIBILITY. THIS LIMITATION OF LIABILITY APPLIES BOTH TO PRODUCTS AND SERVICES CUSTOMER PURCHASES UNDER THIS AGREEMENT. BOTH PARTIES TOTAL LIABILITY ARISING OUT OF, OR IN CONNECTION WITH, ANY EVENT OR SERIES OF CONNECTED EVENTS OCCURRING IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE VALUE OF THE PRODUCTS OR SERVICES PURCHASED BY CUSTOMER PURSUANT TO THIS AGREEMENT SUBJECT TO THE CLAIM.

19. **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.

20. **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, ALABAMA

W.D. Carrington, President

B&L ASSOCIATES

\_\_\_\_\_, Authorized Representative

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

Jun-11-2014-385

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby acknowledges its understanding of the following described matter and approves or ratifies the action of Mike Hale, in his capacity as Sheriff of Jefferson County, Alabama.

Second Amended Agreement with Yarbrough Company, Inc. to provide food services at the Birmingham and Bessemer Jail for the period June 1, 2014 - May 31, 2015 in the amount of \$844,100.

SECOND AMENDED AGREEMENT FOR THE PROVISION OF FOOD SERVICES  
FOR THE JEFFERSON COUNTY JAIL AT BIRMINGHAM

Mike Hale, in his official capacity as Sheriff of Jefferson County, Alabama (hereinafter referred to as the "SHERIFF"), Jefferson County, Alabama (hereinafter referred to as the "COUNTY"), and Yarbrough Company, Inc. (hereinafter referred to as "YARBROUGH COMPANY"), an Alabama corporation have previously entered into an agreement for the provision of food services at the Jefferson County Jail at Birmingham in or about June of 2012, and thereafter amended said agreement in or about November of 2013 (the agreement and the amendment thereto collectively hereinafter referred to as the "AGREEMENT"). The parties now desire to further amend the AGREEMENT as follows:

RECITALS

WHEREAS, the original term of the AGREEMENT was from June 1, 2012 at 12:01 AM through May 31, 2014 at 11:59 P.M;

WHEREAS, Section 7.1 of the AGREEMENT provides that the AGREEMENT may be extended for additional one (1) year, terms by written agreement of the parties; and

WHEREAS, Section 8.1 of the AGREEMENT provides that the SHERIFF and YARBROUGH COMPANY may amend the AGREEMENT at any time with the written consent of both parties;

NOW THEREFORE, the parties hereby amend the AGREEMENT as follows, with the effective date of this amendment being May 31, 2014:

SECTION 5: MEAL COUNTS AND CONTRACT COSTS

5.3.4 For the third year of this AGREEMENT, the fixed cost per meal shall be:

- 5.3.4.1 \$1.315 per meal if the number of meals served is between 800 and 849.
- 5.3.4.2 \$1.285 per meal if the number of meals served is between 850 and 899.
- 5.3.4.3 \$1.28 per meal if the number of meals served is between 900 and 949.
- 5.3.4.4 \$1.26 per meal if the number of meals served is between 950 and 999.
- 5.3.4.5 \$1.245 per meal if the number of meals served is between 1,000 and 1,049.
- 5.3.4.6 \$1.23 per meal if the number of meals served is between 1,050 and 1,099.
- 5.3.4.7 \$1.21 per meal if the number of meals served is between 1,100 and 1,149.
- 5.3.4.8 \$1.20 per meal if the number of meals served is between 1,150 and 1,249.
- 5.3.4.9 \$1.19 per meal if the number of meals served is between 1,250 and 1,299.
- 5.3.4.10 \$1.18 per meal if the number of meals served is between 1,300 and 1,349.
- 5.3.4.11 \$1.17 per meal if the number of meals served is between 1,350 and 1,400.

SECTION 7: TERM AND TERMINATION

7.1 The term of this AGREEMENT will be from June 1, 2012 at 12:01 AM through May 31, 2015 at 11:59 P.M.

SECTION 9: BESSEMER FACILITY

9.5. COSTS FOR THE PROVISION OF SERVICES TO THE BESSEMER FACILITY

9.5.6. The cost provisions of Section 9.5.1 and Section 9.5.2 shall not apply to any meal served at the BESSEMER FACILITY after 12:01 A.M. on June 1, 2014. Instead, the SHERIFF shall pay YARBROUGH COMPANY based on the total number of meals ordered per day at the BESSEMER FACILITY or based on the total number of meals served per day at the BESSEMER FACILITY, whichever number is higher. The SHERIFF shall pay YARBROUGH COMPANY based on the following fixed cost per meal:

- 9.5.6.1 \$1.815 per meal if the number of meals served is between 150 and 199.
- 9.5.6.2 \$1.615 per meal if the number of meals served is between 200 and 249.
- 9.5.6.3 \$1.48 per meal if the number of meals served is between 250 and 299.
- 9.5.6.4 \$1.44 per meal if the number of meals served is between 300 and 349.

- 9.5.6.5 \$1.37 per meal in the number of meals served is between 350 and 399
- 9.5.6.6 \$1.355 per meal in the number of meals served is between 400 and 449.
- 9.5.6.7 \$1.34 per meal in the number of meals served is between 450 and 499.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the date and year written below.

Robert Yarbrough, President  
Yarbrough Company, Inc.

Mike Hale, in his official capacity as Sheriff of Jefferson County, Alabama

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

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Motion was made by Commissioner Brown seconded by Commissioner Knight that the Addendum to the Agreement with E-Ring, Inc. to provide mobile assessment module that will allow the Tax Assessor's Office to process exemptions from and I-Phone or I-Pad in the amount of \$78,000 be pulled from the agenda. Voting "Aye" Brown, Knight, Bowman, Carrington and Stephens.

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Jun-11-2014-386

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services and Thermo Scientific to provide maintenance/ support, replacement parts necessary for repairs, cost of repair, labor and travel expenses for the Excelsior tissue processor for the period April 5, 2014 - April 4, 2015 in the amount of \$7,875.

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

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Jun-11-2014-387

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services and EMD Millipore to provide parts and services for the chemistry analyzer's two (2) water systems in the lab for the period July 1, 2014 - June 30, 2015 in the amount of \$5,123.

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

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Jun-11-2014-388

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Service Agreement and Amendment to Service Agreement between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services and A. Imaging Solutions, Inc. to provide maintenance and to amend standard service terms and conditions for the G.E. Lightspeed Plus CT Scanner for the period January 2, 2014 - October 31, 2016 in the amount \$59,820 - \$169,490 total for three years..

A. Imaging Solutions, Inc. 3 year Service Agreement (with tube coverage)  
150 Business Center Drive  
Birmingham, Alabama 35244  
205-823-7907 Office  
205-824-7645 Fax

Revision III

Date: January 17, 2014

Agreement No:

Quote No.: 102313-01

Customer Site Name: Cooper Green Mercy

Information Address: 1515 6<sup>th</sup> Ave. South

City: Birmingham State: AL Zip: 36216

Attention: Purchasinniz Dept./ Sandra Tellis

Phone: 205-930-3278

The service and prices quoted below are valid provided the customer signs and returns this quote to A. Imaging Solutions, Inc. by 12-30-13.

**\*EQUIPMENT DESCRIPTION\***

Item#	Description of Equipment (and site address if different from above)	System ID#	Modality	Start Date
1*	GE LightSpeed Plus with Extreme console (fixed) Contract covers all parts and labor and includes CT tube.	CGHCT1	CT	Jan 2014

**\*SERVICE COVERAGE\***

Item#	Service Offering	Preventive Maintenance	Tube(s)	Training	Annual Fixed charges	Total Fixed charges
1.	SC1	Included	Included		\$ 59,820.00	\$59,820:00

Item#	Excluded Items/Coverage	Total Fixed Charges
	Additional Items/Coverage Hours (SC1) Standard 7am- 7pm Monday thru Friday Terms: January 2, 2014 to October 31, 2016	Included

Total Equipment Fixed Charges for three years:\$169,490.00

Actual billing may be different to reflect other charges (e.g. variable charges) as specified in this Agreement.

TERM: The Term of this Agreement is 36 months, commencing on 01/02/14 and ending on 10/31/16.

PAYMENT PERIODS: All Normal Fixed Charges, plus applicable taxes, are payable in advance in 34 monthly installments as follows: 1-36 @ 4,985.00 . Payments must be received on or before the 5<sup>th</sup> of each month.

**OTHER AGREEMENT INFORMATION**

Inflation Adjustment Percentage: 0.0%      Electronic Funds Transfer Authorized      Yes      X No

Overtime Rates as of 12/30/13

After 9pm Mon-Fri    \$250.00/hr T/L with a 3 hour Minimum

Sat, Sun & Holidays    \$300.00/hr T/L with a 3 hour Minimum

**GENERAL TERMS AND CONDITIONS**

**Responsibilities of Service Provider (Advanced Imaging Solutions, Inc.)**

The Service Provider will perform all inspections, calibrations, maintenance, and repairs to properly maintain equipment listed below in safe and reliable operating condition in conformance with manufacturers specifications, including revisions or updated recommendation promulgated through bulletins or advisories, and in compliance with all laws and regulations of the state and federal governments and all applicable hospital regulatory agencies, licensing or oversight bodies.

SAID EQUIPMENT: GE LightSpeed CT Series

**Required actions of Service Recipient:**

(Jefferson County Commission)

During the term of this agreement, the recipient will:

- A) Maintain the site and environment in accordance with manufacturer's specifications (including temperature and humidity control, incoming power quality, and fire protection system) in a condition suitable for operation of the equipment.
- B) Provide and maintain an appropriate phone line at the site for remote service package access, if applicable.
- C) Make normal routine adjustments to the equipment as specified in the equipment Operation Manual and generally performed by operator.
- D) Protect the equipment configuration against alteration by anyone other than Service Provider of this contract.
- E) Make the equipment available without restriction for repairs or parts replacement, and during off peak hours (6:00pm - 7:00 am Monday through Friday and 24 hours per day on Saturday and Sunday) make equipment available for service, inspections, and slice meter readings.
- F) If recipient patients throughput increases by greater than 20% over a given year Provider would have the right to increase the monthly service charges to offset the usage of the CT system. This could only happen one time and would not exceeded 5% of the yearly cost for the remaining term of this agreement.

Exclusions

This agreement does not cover any service caused or required by:

- A) A design change, specification or instruction provided by the Service Recipient;
- B) Failure of Service Recipient to fulfill responsibilities under this agreement where service requirement is attributable to failure;
- C) Failure of anyone other than Service Provider to comply with written instructions or recommendation of Service Provider and manufacturer. Service Provider will review procedures of Service Recipient and to its own satisfaction be assured that Service Recipient is aware of all such requirements;
- D) Service Recipient, or other person with service recipients consent, combining the equipment with an incompatible product;
- E) Any alteration or improper storage, handling, use or maintenance of any part of covered equipment by anyone other than Service Provider;
- F) Any force, event or occurrence external to the equipment, including fire, explosion, or water damage, or building, van or trailer structural deficiency, fluctuation or failure of power or air conditioning system, or intentional acts of other person whether carried out by Service Recipient employees or unrelated parties; and
- G) Anything beyond the Service Providers reasonable control. Repairs made necessary by events or causes listed in the preceding paragraph of this section and excluded from agreement will be billed at labor rate of \$ 300.00 per man hour until equipment is returned to normal operating service. All replacement parts required by causes listed in the above paragraph of this section and not included in fixed fee will be billed at cost plus shipping and handling.

#### Excusable Delays in Implementation of Repairs or Service

The Service Provider is not liable for delays in performance due to a cause beyond the reasonable control of the service provider. These causes include, without limitation, any delay in sources of supply of materials or equipment caused by supplier, labor disputes, or transportation delays, the refusal of a supplier to ship or otherwise make available parts or supplies on credit basis is not an excusable delay under this contract. If an inexcusable delay occurs (delay caused by reasons other than those listed above), this will be considered a breach of this contract and Service Recipient may, after 24 hours from the time of the breach beginning, order supplies, equipment, or materials, or may secure the services on an independent contractor to make repairs and provide supplies, equipment, or materials. The cost of such repairs or provision will be billed to the Service Provider of this agreement.

#### Independent Contractor

Nothing in this agreement will be construed to designate the Service Provider's employees as employees, agents, joint ventures or partners of the Service Recipient's organization. The Service Provider is considered an independent contractor and will be licensed to do business in county and state of this agreement for the duration of this contract. The Service Recipient will not withhold from fee or be liable for any employment taxes required in employment relationships by federal or state reports of payment made to contractor. No other condition, provision, wording or statement within this contract will be construed, interpreted, or implied to create an employer/employee relationship. Further, Service Provider specifically waves any claim or right to an employer/employee relationship between the Service Recipient and any other form of compensation except that fixed and stated in this contract.

#### Termination

Either party may terminate this agreement by providing the other party with a 30 day written notice. Unless such notice is given, the term of this contract will be as stated in the Agreement. Service Provider has the right to alter this agreement if site usage changes or material costs are affected by greater than 20%. Only one adjustment can be made per terms of this contract and would not exceed 5% of the total yearly cost.

#### Limitations of Remedies and Damages

The Service Recipient agrees that the Service Provider is relieved of liability to the Service Recipient for:

- 1) any penal, incidental or consequential damages such as lost profit or revenue,
- 2) any assistance not required under agreement, or
- 3) Anything occurring after termination of agreement, provided that equipment covered under this agreement is operable and in good repair at termination. The Service Recipient will be barred from any recovery unless The Service Provider is given prompt written notice of problem and opportunity to rectify.

This is a commercial service transaction. Any claim related to this agreement will be covered solely by commercial legal principles. Neither the Service Recipient nor the Service Provider will be considered to not have any negligence or other tort liability to the other arising from this agreement. This limitation does not affect claims by third parties for personal injury due to Service Recipients or Service Provider negligence or product liability.

#### Service Materials

Service Materials wholly owned by the Service Provider or his subcontractors may be claimed at termination of this agreement. These will be marked with appropriate identification.

#### Confidential Information

The Service Provider and all those in his association will treat patient information as confidential.

Entire Agreement

This Agreement is intended to be the complete and exclusive statement of the terms of the contract between the stated parties. No prior proposals, Statement, course of dealing or usage of the trade will be part of this Agreement.

Service Provider

A. Imaging Solutions, Inc.

Approved by: David J. Stopak

Title: President

Jefferson County Commission

W. D. Carrington, President

CONTRACT # 00005958

SERVICE AGREEMENT #: 102313-01

AMENDMENT TO SERVICE AGREEMENT

This is an Amendment to the Standard Service Terms and Conditions for G.E. Lightspeed Plus CT Scanner between Jefferson County's Cooper Green Mercy Health Services (hereinafter referred to as the "Client"), and A. Imaging Solutions, Inc., (hereinafter referred to as "the Contractor"). The effective date of this amendment shall be January 30, 2014.

WITNESSETH:

WHEREAS, the Client desires to amend the Service Agreement; and

WHEREAS, the Contractor wishes to amend the Service Agreement.

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

The standard service terms and conditions are hereby amended as follows:

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, 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.

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 Contractor, to subcontract (assign) any portion of this contract, Contractor, will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, Contractor 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.

TERM OF CONTRACT: Any agreement resulting from this purchase order will become effective upon award (or within 30 days of award notification, approval of the County Commission and purchase order is issued). This agreement will expire on September 30, 2014. However, the agreement may be extended, at the County's option, for a period of up to two (2) additional one (1) year terms.

PAYMENT TERMS: Payments will be Net 30.

SECTION CONTROLS CONFLICTING AMENDMENT PROVISIONS (SURVIVAL):

To the extent the provisions contained in this AMENDMENT contradicts, is inconsistent or in conflict with any prior agreements between the County and the "contractor", including any Work Orders executed pursuant to this Agreement, this AMENDMENT supersedes any conflicting or inconsistent provisions of any prior agreement and is controlling to the extent necessary to resolve such conflict or inconsistency. Any and all provisions in a prior agreement not inconsistent with the AMENDMENT remain valid and binding.

NON- DISCRIMINATION POLICY:

The Jefferson County Commission is strongly committed to equal opportunity in solicitation of ITB's and RFP's. The County encourages bidders and proposers to share this commitment. Each bidder/contractor submitting a proposal will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status. The Bidder/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.

Agreed upon and signed this day of January, 2014, at Birmingham, Alabama.

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

Jefferson County Commission



CONTRACTOR:

David Stopak, President

A. Imaging Solutions, Inc.

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

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Jun-11-2014-389

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 DR Solutions to provide maintenance for the PACS software and hardware for the period May 1, 2014 - April 30, 2017 in the amount of \$57,922.19 for FY2014-2015 and to pay \$14,480.55 for FY2013- 2014.

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and between Jefferson County, Alabama d/b/a Cooper Green Mercy Health Services (hereinafter called "the County") and DR Systems, Inc. (hereinafter called "DR Systems") to provide maintenance services to the County. The effective date of this agreement shall be June 12, 2014.

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, DR Systems desires to amend the contract.

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

The Sales and Maintenance contract between the parties which was approved by the Jefferson County Commission on December 13, 2011 at M.B. 162, Pg. 460, is hereby amended as follows:

1. Term: The term of the maintenance contract is extended from May 1, 2014 to April 30, 2017.
2. Compensation: Annual Compensation for maintenance will be \$57,922.19 and will be paid in a lump sum in May of each year of the remaining term.
3. The County acknowledges that the amount of \$14,480.55 is owed to DR Systems for the 2013-2014 maintenance and \$57,922.19 is owed for the upcoming 2014-2015 maintenance services for a total amount of \$72,402.74. The County will provide payment of this amount to DR Systems by June 13, 2014.

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

JEFFERSON COUNTY, ALABAMA

W. D. CARRINGTON, President

DR Systems, Inc.

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

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Jun-11-2014-390

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the petty cash fund in the amount of \$1,050 established for the General Services Department be increased to \$2,000. The division of such funds shall be as follows:

- A. \$750 shall be assigned to the Crafts Division at the General Services Operations Center
- B. \$500 shall be assigned to the Maintenance Division at the Jefferson County Courthouse
- C. \$350 shall be assigned to the parking lot/deck attendants
- D. \$400 shall be assigned to Administration

The petty cash transaction limit will be increased from \$250 per vendor to \$500 per vendor per day.

W. D. Carrington, President

Jefferson County Commission

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

Stephens, Knight, Bowman, Brown and Carrington.

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Jun-11-2014-391

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 2 to the Agreement between Jefferson County, Alabama and MBA Engineers, Inc. to add Birmingham annex secure parking deck Level G into bid package for main parking deck in the amount of \$5,000.

Contract Amendment No. 2

This Amendment to Contract entered into the 12<sup>th</sup> day of September, 2013, between Jefferson County, Alabama, hereinafter referred to as "the County", and MBA Engineers, Inc., hereinafter referred to as the "Engineer" to provide Professional Engineering services.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Engineer wishes to amend the Contract.

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

This contract results from Jefferson County's request for Structural Engineering Services for the Structural Evaluation and Repair of the Jefferson County Parking Deck located at the corner of Richard Arrington Jr. Blvd North and Rev. Abraham Woods, Jr. Blvd. in Birmingham Alabama.

The Contract between the parties referenced above, which was approved by the Commission on September 12, 2013, and recorded in Minute Book 165, Pages 306-307, is hereby amended as follows:

Amendment No. 2: SCOPE OF SERVICES: Additional services are for addition of the Birmingham Annex Secure parking deck level "G" repairs into the "main parking deck bid package". Repairs shall include but are not limited to; repair of concrete spalling, slab crack repair (epoxy crack injection), and exposed steel reinforcement; services shall also include bidding assistance, advertising, standard construction management administration and field observation/documentation.

Compensation: Structural Engineering and Architectural Services to be performed for an additional \$5,000.00 (five thousand dollars).

Contract Exclusions include: Special inspections as defined in International Building Code Chapter 17, Peer review, Mechanical, Electrical, Plumbing, Environmental Engineering, Closed space evaluation, ADA code compliance, Structural evaluation of vehicle barriers, and Structural analysis of existing members.

Contract History: MBA Engineers Inc. was hired in October 2013 to provide Professional Engineering services to evaluate the condition of the Birmingham parking deck. The deck was built in 1972 and there are no records of substantial maintenance being performed on the deck since the original construction. County personnel observed the condition of exposed re-bar on the ramps, concrete cracking/spalling and rain water ponding on the 4<sup>th</sup> level of the deck annex which prompted our recommendation to the Commission for a professional evaluation.

All terms and conditions of the original agreement, dated 9/12/2013 will remain the same.

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

ENGINEER

Andrew Marlin, Senior Principle Engineer

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

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Jun-11-2014-392

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and MW/Davis Dumas & Associates to provide services for the redesign and replacement of primary boilers at the Bessemer Courthouse Complex Center Plant in the amount of \$39,000.

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into this March 1, 2014, by and between Jefferson County Commission, hereinafter called "the County",

and MW/Davis Dumas & Associates, Inc. located at 2720 3<sup>rd</sup> Avenue South, Birmingham, Alabama 35233 hereinafter called "the Consultant."

WHEREAS, the County desires to contract for Engineering Consulting Services for the redesign and replacement of the primary boilers at the Jefferson County Bessemer Courthouse Complex Central Plant.

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

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

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

SCOPE OF SERVICES: Prepare and provide complete AIA construction contract documents, i.e., front end, general conditions, drawings and specifications for Division 23 HVAC and Division 26 Electrical as necessary for competitive bid procurement, conduct pre-bid, bid and preconstruction meetings, review contractor shop drawings and submittal data, site visits and final construction observation.

TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The term of the contract is for twenty four months beginning March 1, 2014 through February 28, 2016 or project completion if sooner.

COMPENSATION: Mechanical Engineering services to be performed on an hourly basis at rates listed per Attachment "A" with a "Guaranteed Maximum" billing per said scope of work of Thirty nine thousand dollars (\$39,000.00). Payments due upon receipt.

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

NOTICES: Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand or sent via certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at the following addresses or to any other person at any other address as may be designated in writing by the parties:

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

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

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

Consultant  
James Sam Davis, Jr., P.E., President

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

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

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Jun-11-2014-393

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Pitney Bowes for lease of mailing and other related equipment for a period of three (3) years in the amount of \$34,800.

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

Jun-11-2014-394

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Standard Form of Agreement between Jefferson County, Alabama and Poole & Company Architects, LLC to provide architectural services for improvements to the Revenue Department at the Birmingham and Bessemer Courthouse in the amount estimated to be \$25,000.

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

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Jun-11-2014-395

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and SourceOne Healthcare Technologies to provide maintenance for x-ray imaging equipment and components at the Jefferson County Coroner/Medical Examiner's office for the period October 1, 2013 - September 30, 2016 in the amount of \$15,200 annually.

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

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Jun-11-2014-396

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-2014-009 Ken E. and Sherry McFarland, owners; Walter Lynn Northcutt, agent; requests a change of zoning on Parcel ID# 31-15-3-0-4.0, in Section 15 Twp 18 Range 5 West from INSTITUTIONAL-1 to A-1 (Agriculture) for construction of a new residence and 2,100 square-foot barn. (Case Only: 6200 Warrior River Road, Hueytown, 35023)(CONCORD)(3.05 Acres M/L)

RESTRICTIVE COVENANTS: 1) No mobile homes shall be permitted for any purpose other than temporary emergency relief; and, 2) no livestock shall be permitted on the premises.

Motion was made by Commissioner Stephens seconded by Commissioner Knight that Z-2014-009 be approved. Voting "Aye" Stephens, Knight, Bowman, Brown and Carrington.

RESOLUTION AND ORDER AND PROCEEDINGS  
PERTAINING TO REQUEST OF THE  
CITY OF BIRMINGHAM BOARD OF EDUCATION  
FOR THE CALL OF A SPECIAL ELECTION  
ON THE LEVY OF SPECIAL DISTRICT  
3.0 MILL TAX FOR PUBLIC SCHOOL PURPOSES  
IN THE BIRMINGHAM SCHOOL DISTRICT  
IN THE COUNTY  
(AMENDMENT NO. 382)

BE IT RESOLVED, ORDERED AND DECREED by the Jefferson County Commission (herein called "the Commission") as follows:

Section 1. Findings. (a) The Commission hereby finds, determines and declares there has been filed with the Commission a communication addressed to the Commission, from the City of Birmingham Board of Education (herein called "the Board") in the following language:

TO THE COUNTY COMMISSION OF JEFFERSON COUNTY, ALABAMA:

We hereby transmit to and file with you the attached copy of a resolution which was duly adopted by the City of Birmingham Board of Education at a meeting thereof duly convened and held on May 19, 2014. You are hereby requested to cause and call to be held on September 9, 2014, in the Birmingham School District in Jefferson County, Alabama, a special election as set forth in the said resolution, The boundaries of the Birmingham School District are coterminous with the boundaries of that portion of Jefferson County, Alabama, which lies within the City of Birmingham, Alabama, as set forth in the said resolution.

Yours very truly,

CITY OF BIRMINGHAM BOARD OF EDUCATION

By: /s/ Craig Witherspoon

Its Secretary

There was attached to the said request a certified copy of the following resolution:

"BE IT RESOLVED by the CITY OF BIRMINGHAM BOARD OF EDUCATION ("the Board"), in the State of Alabama, as follows:

Section 1. Definitions. The following words and phrases used in this Resolution, and others evidently intended to have the same meanings, shall, unless otherwise evidence in the context in which used, be given the following interpretations:

"Amendment No. 382" means that certain amendment to the Constitution proposed by Act No. 79-485, enacted at the 1915 Regular Session of the Legislature of Alabama, and proclaimed ratified on March 26, 1980.

"Birmingham School Tax District" means the special school tax district in the County subject to the jurisdiction and control of the Board, consisting of all the area in the County lying within the boundaries of the City of Birmingham, Alabama, as such school tax district now exists or as it may be hereafter formed.

"Commission" means the Jefferson County Commission, the governing body of the County.

"Constitution" means the Constitution of Alabama of 1901.

"County" means Jefferson County, Alabama.

"Special District School Tax" means the special district school tax authorized to be levied in the several school tax districts in the state at the rate of 3 mills on each dollar (30¢ on each \$100 dollars) of the assessed value of taxable property in each such district for public school purposes pursuant to Amendment No. 382.

Section 2. Findings and Recitals. Following due investigation and study, the Board has found and determined and does hereby find and declare as follows:

(a) The Board has determined that it is necessary and desirable that the County levy the Special District School Tax in the Birmingham School Tax District for a period of thirty (30) successive years beginning with the tax year commencing on October 1, 2014 (for which first tax year the tax will become due and payable on October 1, 2015), and continuing thereafter until and including the tax year commencing on October 1, 2043 (for which tax year the tax will become due and payable on October 1, 2044).

(b) All of the area lying within the Birmingham School Tax District is subject to the jurisdiction and control of the Board, and is subject to levy of the Special School District Tax.

Section 3. Request for Call of Election. Pursuant to the requirements of Amendment No. 382, of Title 16 of the Code, and of such other provisions of such Code as shall be applicable, the Board does hereby petition the Commission to call an election to be held on September 9, 2014, in the Birmingham School Tax District to determine whether or not the Special District School Tax shall be levied, at the rate of three mills on each dollar (30¢ each \$100) of assessed value of taxable property in the Birmingham School Tax District, for a period of thirty

(30) successive years, beginning with the tax year commencing on October 1, 2014 (for which first tax year the tax will become due and payable on October 1, 2015), and continuing thereafter until and including the tax year commencing on October 1, 2043 (for which tax year the tax will become due and payable on October 1, 2044).

Section 4. Delivery of Proceedings and Requests. The Secretary of the Board shall be and hereby is directed and instructed to prepare and deliver a certified copy of these proceedings and the written request that the Commission call the aforesaid election pursuant to the provisions hereof. The boundaries of the Birmingham School District are coterminous with that portion of the County lying within the boundaries of the City of Birmingham. In addition, the Secretary of the Board is hereby authorized to furnish such other information or materials as shall be requested by the Commission in connection with the call of election hereinabove referred to. "

[HERE ENDS THE COMMUNICATION OF THE BOARD]

(b) The said communication from the Board constitutes a request in writing by the Board that the Commission call and cause to be held in the special school district in the County known as the Birmingham School District (herein called "the Birmingham School District"), the special election referred to in the said request; and the said request has been duly made in the manner provided by law and complies in all respects with the applicable provisions of Article 9 of Chapter 13 of Title 16 of the Code of Alabama of 1975; the findings set out in Section 2 of the resolution adopted by the Board are true and correct; and the boundaries of the Birmingham School District are coterminous with that portion of the County lying within the boundaries of the City of Birmingham.

Section 2. Filing of Documents. The original documents referred to in paragraph (a) of Section 1 of this resolution are hereby ordered to be filed in the official records of the Commission.

Section 3. Call of Election. An election shall be, and hereby is ordered and called to be, held in the Birmingham School District on September 9, 2014, between the legal hours for the holding of elections, and at the regular voting places in the Birmingham School District, for the purpose of submitting to the qualified electors of the Birmingham School District the question of whether the Special District School Tax shall be authorized to be levied, at the rate of 30¢ on each one hundred dollars (3.0 mills on each dollar) of the assessed value of taxable property in the Birmingham School District for public school purposes, for a period of thirty (30) successive years beginning with the tax year commencing on October 1, 2014 (for which first tax year the tax will become due and payable on October 1, 2015), and continuing until the tax year commencing on October 1, 2043 (for which last tax year the tax will become due and payable on October 1, 2044).

Section 4. Notice of Election. The Sheriff of the County is hereby directed to give notice of said election in the manner prescribed by law by publication in The Birmingham News, a newspaper published in the County and having general circulation in the Birmingham School District, once a week for four (4) successive weeks prior to the date fixed for said election, the first publication to be not later than thirty days prior to the date fixed for said election, and also by posting a written notice of said election at the county courthouse and at three other public places within the Birmingham School District, each of which notices shall be so posted not later than thirty days prior to the date fixed for said election. The said notice to be so published and posted shall be in substantially the following form:

NOTICE OF SPECIAL ELECTION FOR THE  
AUTHORIZATION OF A 3.0 MILL DISTRICT SCHOOL TAX  
IN THE CITY OF BIRMINGHAM SCHOOL DISTRICT  
IN JEFFERSON COUNTY, ALABAMA  
(AMENDMENT NO. 382)

Notice is hereby given that the Jefferson County Commission, the governing body of Jefferson County, has called and ordered a special election to be held in the City of Birmingham School District in the said County on September 9, 2014, at which there will be submitted to the qualified electors of said School District, for their determination by ballot, the question of whether the said County shall be authorized to levy annually, for a period of thirty (30) successive years, beginning with the tax year commencing on October 1, 2014 (for which first tax year the tax will become due and payable on October 1, 2015), and continuing until the tax year commencing on October 1, 2043 (for which last tax year the tax will become due and payable on October 1, 2044), for public school purposes, a special property or ad valorem tax, at a maximum rate, for any tax year, which is equal to 30¢ on each on hundred dollars (3.0 mills on each dollar) of the assessed value of taxable property in the said School District.

The boundaries of the said Birmingham School District are coterminous with that portion of the County lying within the boundaries of the City of Birmingham.

The said election shall be held at the regular polling places in the City of Birmingham for Jefferson County elections.

\_\_\_\_\_, Sheriff of Jefferson County

Section 5. Form of Ballot. The form of the official ballot to be used at the said election shall be substantially as follows:

OFFICIAL BALLOT  
SPECIAL PUBLIC SCHOOL DISTRICT TAX ELECTION  
CITY OF BIRMINGHAM SCHOOL DISTRICT  
JEFFERSON COUNTY, ALABAMA

(AMENDMENT NO. 382,  
CONSTITUTION OF ALABAMA OF 1901)

Shall the governing body of Jefferson County, Alabama, be authorized to levy annually in the City of Birmingham School District of said county, the boundaries of which are coterminous with that portion of the Jefferson County, Alabama, lying within the boundaries of the City of Birmingham, for a period of thirty (30) successive years, commencing with the levy for the tax year which will begin on October 1, 2014 (for which tax year taxes will become payable on October 1, 2015), and continuing until the tax year which will begin on October 1, 2043 (for which tax year taxes will become payable on October 1, 2044) for public school purposes in said school district, a special district school tax at a maximum rate, for any tax year, which is equal to 30¢ on each one hundred dollars (3.0 mills on each dollar) of the assessed value of taxable property in said school district.

- ( ) FOR proposed taxation  
{ } AGAINST proposed taxation

The voter shall record his or her choice, whether for or against the said special tax, by marking the ballot as indicated opposite the words in that one of the boxes above that expresses his or her choice.

Section G. Ballots for Absent Voters. The form of the ballots for absent voters to be cast at the said election shall be the same as that provided for in the foregoing Section 5 except as follows:

- (a) lieu of fine words "Official Ballot" at the heading of the ballot there shall be substituted the words "Official Absentee Ballot";  
(b) In lieu of the instructions to voters appearing at the end of the Official Ballot there shall be substituted the following:

Instructions to Voters

The voter shall record his or her choice, whether for or against the said special tax, by marking the ballot as indicated before or after the words expressing his or her choice.

(c) Each absentee ballot shall be accompanied by an envelope on which there shall be printed an affidavit in the form prescribed by law for absent voters for elections held in this state.

Section 7. Conduct of Election. The special election to be held in the District on September 9, 2014, shall be held and the results of such election shall be declared in the same manner and by the same officers as the results of regular elections for county officers, under the general election laws of the state.

NOW, THEREFORE, BE IT RESOLVED that the JEFFERSON COUNTY COMMISSION hereby adopts and approves the foregoing resolution and order this 11<sup>th</sup> day of June, 2014.

W. D. Carrington  
President of the County Commission of Jefferson County

ATTEST:

Clerk and Administrator

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

Jun-11-2014-398

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and City of Bessemer to provide election services for their municipal election to be held on August 26<sup>th</sup> election in the amount of \$1,741 - revenue.

CONTRACT FOR ELECTION SERVICES

This Agreement is entered into this day of March, 2014, by and between Jefferson County, Alabama, political subdivision of the State of Alabama (hereinafter called "the County"), and the City of Bessemer, Alabama, Alabama, a municipal corporation, (hereinafter called "the City").

WHEREAS, the City's Municipal Election will occur on Tuesday, August 26, 2014, and, if required, a run off election will occur on October 7, 2014; and

WHEREAS, the City desires to purchase certain election services from the County.

NOW THEREFORE IN CONSIDERATION OF THE ABOVE AND THE BELOW, the City and the County do mutually agree as follows

For the election on Tuesday, August 26, 2014, the City shall pay to the County, in advance of the provision of any service or equipment, and before the voting machines are to be delivered, the following unit pricing rates for each service or equipment as follows:

- ePollbook Laptops----\$100.00 each
- Voter List for posting/publishing per thousand names--\$11.00 per 1,000 names on the list rounded up to the next thousand; multiplied by the quantity of list(s) requested.
- Voter List on compact disc per thousand names--\$11.00 per 1,000 names on the list rounded up to the next thousand; multiplied by the quantity of disc(s) requested; plus \$45.00.

This does not include the provision of ballots or other printed materials which shall be acquired by the City separately from the vendor of such ballots and materials.

Election - Requested Equipment

a.	ePollbook Laptops (\$100.00 each) 13 Laptops @ 100.00 each	=	\$1,300.00
b.	Voter List for posting/publishing (\$11.00 per thousand names rounded up = \$198 cost per list) Multiplied by 1 quantity of list(s) requested	=	\$ 198.00
c.	Voter List on compact disc ((\$11.00 per thousand names rounded up = \$198 cost per disc) Multiplied by 1 quantity of disc(s) requested + \$45.00	=	\$ 243.00
	Election Equipment or Service	Total Cost	\$1,741.00

Following receipt of the City's payment, the County shall deliver the voting machines to each polling location. The County shall provide the lists, electronic data, laptops, and cell phones to the City Clerk who shall provide the County with a receipt therefore. The County shall provide Election Day services, program testing and the County shall provide assistance to the City's Election Commission for canvassing all votes cast on the voting machines used for said election. The County shall further provide the City with the following at no additional cost:

- An absentee list
- A supplemental absentee list
- Voter books for each voting polling location
- Provisional vote count

In the event of a run off election on October 7, 2014, the County will provide the requested equipment and services under the terms and conditions set forth, herein, provided the County receives full payment for such equipment and services before the voting machines are to be delivered. Actual cost will be determined by the quantities of equipment or services requested using the specified unit pricing. Pricing will be provided in the form of an invoice for payment and will be attached as a supplement ("Attachment A"), to this Agreement.

The City hereby agrees to accept liability and responsibility for all equipment and materials provided to the City, upon delivery by the County, and City agrees to indemnify and reimburse the County for any loss or damage to the equipment and materials, including County's voting machines, computers or equipment, which occurs following delivery by the County and until pickup by the County following each election.

This Agreement contains the entire understanding of the parties hereto and no change of any term or provision of this Agreement shall be valid or binding unless this Agreement is amended by written instrument which has been executed or approved by the County and the City.

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their duly authorized representatives.

JEFFERSON COUNTY, ALABAMA

W. D. CARRINGTON, President

Jefferson County Commission

CITY OF BESSEMER, ALABAMA

Kenneth E. Gulley, Mayor

ATTEST

Beverly Wheeler, Acting City Clerk

Approved to form by the Legal Dept.

R. Shan Paden, City Attorney

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

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

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Jun-11-2014-399

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

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

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

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

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Jun-11-2014-400

WHEREAS, the Jefferson County Commission previously approved a resolution on June 27, 2013 in Minute Book 165, Page 144 authorizing an Agreement between Jefferson County, Alabama and Engineering Service Associates, Inc. for the Graysville East Ball Park Improvements Project (CDBG12-03F-M03-GEP).

NOW, THEREFORE BE IT RESOLVED, by the Jefferson County Commission that the President is hereby authorized and directed to execute the Amendment to extend the contract period an additional 183 calendar days. The new completion date is November 29, 2014. This Agreement is from Program Year 2012 Federal funds.

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

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Jun-11-2014-401

WHEREAS, the Jefferson County Commission previously approved a resolution on July 11, 2013 in Minute Book 165, Page 182, authorizing an Agreement between Jefferson County, Alabama and Engineering Service Associates, Inc. for the Rosedale Sidewalks Phase II Project (CDBG12-03L-M05-RS2).

NOW, THEREFORE BE IT RESOLVED, by the Jefferson County Commission that the President is hereby authorized and directed to execute the Amendment to extend the contract period an additional 213 calendar days, and increase the amount of the contract an additional Three Thousand Six Hundred One and no/100 Dollars (\$3,601.00) for an increase in the scope of work. The new completion date is January 2, 2015. The new contract amount is \$38,856.00. This Agreement is from Program Year 2012 Federal funds.

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

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Jun-11-2014-402

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, W. D. Carrington, be hereby authorized, empowered and directed to execute this modification to the agreement between Jefferson County, Alabama and Formworks Architects, for the Trussville Senior Center Project (CD11-03A-M4-TSC). The modification is to extend the contract requested by Amendment #2. The new completion dates shall be June 12, 2014. All other terms and conditions of the contract shall remain the same. This project is from the 2011 program year.

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

Jun-11-2014-403

WHEREAS, the Jefferson County Commission previously approved a resolution on August 29, 2013 in Minute Book 165, Page 284 authorizing an Agreement between Jefferson County, Alabama and Thompson Architecture, Inc. for the Fairfield Willie Mays Park Improvements Project (CDBG12-03F-M01-FWM).

NOW, THEREFORE BE IT RESOLVED, by the Jefferson County Commission that the President is hereby authorized and directed to execute the Amendment to extend the contract period an additional 321 calendar days. The new completion date is March 31, 2015. This Agreement is from Program Year 2012 Federal funds.

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

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Jun-11-2014-404

WHEREAS, the Jefferson County Commission previously approved a resolution on August 29, 2013 in Minute Book 165, Page 284 authorizing an Agreement between Jefferson County, Alabama and Thompson Architecture, Inc. for the Midfield Community Center Renovations Project (CDBG12-03F-M02-MCC).

NOW, THEREFORE BE IT RESOLVED, by the Jefferson County Commission that the President is hereby authorized and directed to execute the Amendment to extend the contract period an additional 321 calendar days. The new completion date is March 31, 2015. This Agreement is from Program Year 2012 Federal funds.

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

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Jun-11-2014-405

WHEREAS, Greater Birmingham Habitat for Humanity, Inc. executed a certain mortgage for the acquisition/rehabilitation of a home located in Homewood; and

WHEREAS, the rehabilitation of the home has been completed and it has been sold to a qualified homebuyer through Jefferson County's Neighborhood Stabilization Program (NSP) Agreement with Greater Birmingham Habitat for Humanity; and

WHEREAS, said mortgage is identified as follows: 2523 18<sup>th</sup> Place South, Homewood, Alabama 35209 Mortgage executed by Greater Birmingham Habitat for Humanity, Inc., dated October 28, 2010, and recorded in LR Book 201216 Page 22458 in the Probate Office of Jefferson County, Alabama

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the Satisfaction of Recorded Mortgage for the above referenced property be executed by the Commission President.

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

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Jun-11-2014-406

WHEREAS, Greater Birmingham Habitat for Humanity, Inc. executed a certain mortgage for the acquisition/rehabilitation of a home located in Center Point; and

WHEREAS, the rehabilitation of the home has been completed and it has been sold to a qualified homebuyer through Jefferson County's Neighborhood Stabilization Program (NSP) Agreement with Greater Birmingham Habitat for Humanity; and

WHEREAS, said mortgage is identified as follows: 635 16<sup>th</sup> Terrace N. W., Birmingham, AL 35215 Mortgage executed by Greater Birmingham Habitat for Humanity, Inc., dated October 28, 2010, and recorded in LR Book 201009 Page 15160 in the Probate Office of Jefferson County, Alabama

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the Satisfaction of Recorded Mortgage for the above

referenced property be executed by the Commission President.

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

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Jun-11-2014-407

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 Warrior Trafford Road Storm Shelter Project (CDBG-DR13-03-M4-WTSS) from the Community Development Block Grant Recovery Fund Program.

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

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Jun-11-2014-408

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 Warrior Trafford Road Storm Shelter Project (CDBG-DR13-03-M4-WTSS).

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

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Jun-11-2014-409

NOW THEREFORE BE IT RESOLVED that Waymon Jackson is appointed to the Jefferson County Workforce Investment Area Board to fill the unexpired term of Marcus Lundy for term ending 2/14/2015; Yolanda Spencer is appointed to the Jefferson County Workforce Investment Area Board to fill the unexpired term of Peggy Anderson for term ending 2/14/2017; Marquita Davis is appointed to the Jefferson County Workforce Investment Area Board to fill the unexpired term of Gayle Cunningham for term ending 2/14/2017; and Derry Johnson is appointed to the Jefferson County Workforce Investment Area Board to fill the unexpired term of Barbara Shores Martin for term ending

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

Stephens, Knight, Bowman, Brown and Carrington.

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Jun-11-2014-410

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the Fairfield Library Improvements Project (CD11-03-M1-FAI), such bids having been opened on April 15, 2014, and listed as follows:

<u>Contractor</u>	<u>Base Bid</u>	<u>Notation</u>	<u>Total Bid</u>
A.G. Gaston Construction Co. Inc.	\$181,000.00	None	\$181,000.00
Bennett Building, Inc.	\$400,000.00	(\$177,742.00) deduct	\$222,258.00
Construction Services Group	\$187,000.00	None	\$187,000.00
Prescott Enterprises LLC	\$174,245.00	None	\$174,245.00
Richard Spouse Construction, Inc.	\$185,000.00	None	\$185,000.00
Syms Contractors, Inc.	\$144,129.00	(\$1,944.00)	\$142,185.00
Trawick Contractors, Inc.	\$190,612.00	(\$4,446.00)	\$186,166.00

WHEREAS, after tabulation by Thompson Architecture Inc., and consideration by the Jefferson County Office of Community & Economic Development, it has been recommended that the contract be awarded to the lowest responsible bidder, Syms Contractors, Inc., for the base bid amount of \$144,129.00 and deduction of \$1,944.00 and a total bid amount of \$142,185.00.

NOW THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, and be hereby is authorized, empowered and directed to award and execute an agreement for the construction of the Fairfield Library Improvements Project to Syms Contractors, Inc., for the base bid amount of \$144,129.00 and a deduction of \$1,944.00, for a total bid amount of \$142,185.00. This project will be funded with federal Community Development Block Grant Funds. This project is from the Program Year 2011.

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

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Jun-11-2014-411

BE IT RESOLVED, by the Jefferson County Commission that the Department of Community & Economic Development is authorized to transfer \$4,000.00 to 2012 Federal ESG Emergency Shelter Operations. Funds will be transferred from 2012 Federal ESG Essential Services for \$4,000.00.

BE IT FURTHER RESOLVED, by the Jefferson County Commission that the Department of Community & Economic Development is authorized to transfer \$3,750.00 to 2012 Federal ESG Homeless Prevention Housing Relocation & Stabilization and \$3,500.00 to 2012 Federal ESG Rapid Re-Housing Housing Relocation and Stabilization. Funds will be transferred from the 2012 Federal ESG Rapid Re-Housing Tenant Based Rental Assistance for \$6,665.00 and Homeless Prevention Tenant Based Rental Assistance for \$585.00.

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

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Jun-11-2014-412

WHEREAS, the Jefferson County Department of Community and Economic Development and the Alabama Department of Labor, Career Center, has partnered through their respective training and employment programs to deliver a broad range of coordinated services to Jefferson County residents through a One Stop Career Center; and

WHEREAS, the two programs are housed in adjacent, but separate facilities which from time to time cause confusion on the part of

applicants; and

WHEREAS, the current facilities that house the Center are in a substandard condition; and

WHEREAS, the U. S. Department of Labor (DOL), which funds the Jefferson County Workforce Development Program, has recommended that Center be housed under "one roof"; and

WHEREAS, the Jefferson County Commission will not be involved in the construction or financing of the proposed new Career Center and the Alabama Department of Labor will work with the private developer on the construction and financing of the project; and

WHEREAS, the Alabama Department of Labor will sign a sublease with the Jefferson County Commission and the Commission will pay the sublease out of WIA funds; and

WHEREAS, the Local Workforce Development Board supports the proposed construction of a new one Stop Career Center to be located on the 1500 Block of Reverend Abraham Woods, Jr. Blvd. in Birmingham; and

WHEREAS, the Jefferson County Commission acknowledges that construction of the new One Stop Career Center at the proposed location must be approved by the Alabama Department of Labor.

NOW, THEREFORE, BE IT RESOLVED, that the Jefferson County Commission supports development of a new One Stop Career Center in Birmingham to be constructed at the aforementioned location and as set forth in the development proposal.

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

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Jun-11-2014-413

BE IT RESOLVED by the members of the JEFFERSON COUNTY COMMISSION (the "Commission"), as follows:

WHEREAS, the County Commission of Jefferson County (the "Commission") is authorized to consent to tax abatements as permitted by the Brownfield Development Tax Abatement Act, codified as Alabama Code Section 40-9C-1 et seq. (The "Brownfield Development Tax Abatement Act"); and

WHEREAS, the Commission does hereby find, declare and ascertain as follows: that Graham & Company Birmingham LLC, a Delaware limited liability company (the "Company"), is considering developing and constructing a new three-story primary care annex and an eight-story parking deck on land located in the City of Birmingham, Jefferson County, Alabama (the "Project"); that the Project would promote trade and commerce in the State of Alabama, and in Jefferson County (the "County") and surrounding areas; that in order to induce the Company to develop and construct the Project, it is desirable and appropriate for the Commission to consent to the abatement by the City Council of the City of Birmingham of certain County ad valorem taxes with respect to the Project pursuant to Chapter 9C of Title 40 of the Code of Alabama (1975), as amended (herein called the "Brownfield Development Tax Abatement Act"); and that in order further to induce the Company to move forward with the Project, it is desirable and appropriate for the Commission to consent to said tax abatements by the City Council of the City of Birmingham.

WHEREAS, the Brownfield Development Tax Abatement Act requires the Commission to consent to the City's granting of the abatement of any Jefferson County taxes pursuant to the Tax Abatement; and

WHEREAS, the project qualifies and will be operated by the Company on real property meeting the definition of "brownfield development property" provided in Ala. Code Section 40-903(2); and

WHEREAS, pursuant to the provisions of the Brownfield Development Tax Abatement Act, the Commission hereby consents to the abatement by the City Council of the City of Birmingham of all Non-educational Ad Valorem Taxes imposed by the County with respect to the Project for the 4-year period beginning on October 1, 2015. The term "Non-educational Ad Valorem Taxes" shall have the same meaning herein as in the Brownfield Development Tax Abatement Act.

WHEREAS, the Company has presented an application to the City with respect to the proposed tax abatements, which has been received and acknowledged by the City; and

WHEREAS, the Project is scheduled for consideration of approval of the proposed tax abatements by the City, on June 17, 2014 with this consent by the County.

NOW THEREFORE, BE IT RESOLVED BY THE COMMISSION, as follows: the President of the Commission and the County Clerk are hereby further authorized and directed to execute, deliver, seal, and attest such other ancillary documents and certificates as may be necessary to effect the transaction authorized by this resolution, and their signatures thereon shall be conclusive evidence of the due exercise of this authority.

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

Stephens, Bowman, Brown and Knight. Commissioner Carrington abstained.

Commissioner Carrington stated he abstained from the vote not because he was opposed to the brownfield development, but because he was given insufficient time to review the project.

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Jun-11-2014-414

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Gonzalez-Strength Associates, Inc. to provide professional services necessary for the design and production of complete resurfacing roadway plans, including traffic signal modification design and plans and geotechnical investigation for the resurfacing of Deerfoot Parkway in the amount of \$30,475.

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 GONZALEZ-STRENGTH & ASSOCIATES, INC. (hereinafter referred to as the CONSULTANT).

WHEREAS, CONSULTANT shall provide all professional services necessary for the design and production of complete resurfacing roadway plans, including traffic signal modification design and plans and geotechnical investigation for the resurfacing of Deerfoot Parkway from approximately 200' north of I-59 to CR-30 (Old Springville Road) 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."

W I T N E S S E T H

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 this 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 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 resurfacing plans for the resurfacing of Deerfoot Parkway from approximately 200' north of I-50 to CR-30 (Old Springville Road) in Jefferson County. The work to be performed by the CONSULTANT will include engineering and resurfacing plans, traffic signal modification design and plan production and perform geotechnical as follows:

SECTION 1 – RESURFACING PLANS

The CONSULTANT will perform the following as applicable:

- A. Attend Scope of Work meeting with representatives from STATE and COUNTY to review the scope of the project as well as any design exceptions.
- B. Prepare Initial Scope of Work document for approval by STATE.
- C. The development of the plans will follow the procedure as shown in the STATE's "Guide for Developing Construction Plans" and "Guidelines for Operation".
- D. Study available traffic data, which will be furnished by the COUNTY, and reaffirm the Design Criteria consistent with the policies of the STATE, and of criteria established during the Corridor Studies and Preliminary Design.
- E. The CONSULTANT will prepare a Programmatic Categorical Exclusion to be approved by the STATE.
- F. 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 way as to create unreasonably hazardous water-film depths for hydroplaning to occur. The latest and most comprehensive technology in existence from FHWA and AASHTO 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.

G. Each project Plan Assembly will include title, project layout, index to sheets, summary of quantities, typical section, schedule for pavement widths, project notes, traffic signal plan notes, traffic control notes, traffic signal layout, special project detail, erosion control, and all other sheets required for receipt of bids by the STATE for resurfacing work. Drainage structure information will be placed on the plans according to Chapters 2, 3 and 4 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 100 feet 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's 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.

H. 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 COUNTY, 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 COUNTY.

I. 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.

J. 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.

K. Preliminary detailed contract plans and estimates 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.

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

M. The CONSULTANT will prepare plans using size and weight of pens as indicated in STATE'S CADD Standards that will facilitate the STATE's development of one-half (1/2) size drawings. CADD File Names and level structure shall be in accordance with ALDOT CADD Standards.

N. Two separate plans reviews plus other reviews up to and including the PS & E, as required by the Alabama Department of Transportation Guide for Developing Construction Plans (G.D.C.P.), will be conducted. The CONSULTANT will prepare and submit sets of selected plan sheets for requesting materials recommendations. The CONSULTANT will prepare and submit sets of plans for a P.S. & E. Inspection. The number of plan sets required for all submittals will be as directed in the G.D.C.P. After plan revisions have been made to the plans by the CONSULTANT, following and including all comments made during the P.S. & E. Inspections, the CONSULTANT will submit sets of prints of plans to the STATE for its Quality Control review. The CONSULTANT will submit sets of prints after Quality Control comments have been addressed for STATE Construction Bureau's Review. After plan revisions are complete, the CONSULTANT will submit final plans. Construction cost estimates will be furnished with the P.S. & E., Construction Bureau review and final plan submittals.

O. The CONSULTANT, at each review stage, and at the completion of this project, will supply all CADD files, and related files, on Compact Disc (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 V8i (Select Series 3) and PowerInroads v8i. The InRoads files will include the following: Alignments (.alg files), feature-based Digital Terrain Models (.dtm files), Roadway Templates (.tml files), Roadway Library (.rwl files), and Preferences (Civil.ini and Wysiwyg.ini).

## SECTION 2 – TRAFFIC SIGNAL MODIFICATION DESIGN AND PLAN PRODUCTION

A. Summary of quantities box sheet.

B. Traffic Signal Notes sheet.

C. Traffic Signal detail sheet.

## SECTION 3 – GEOTECHNICAL INVESTIGATION

The CONSULTANT will perform the following:

A. Perform a condition (pavement distress) survey according to ALDOT 392.

B. Visually evaluate and photograph the asphalt cores and provide core information for the materials report.

C. Perform a geotechnical engineering analysis and evaluation.

D. Prepare a materials report in accordance with ALDOT Procedure 390.

## 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 asphalt core information.
- B. Provide all traffic data that is deemed necessary by the COUNTY.
- C. Provide all available Digitized Quadrangle mapping, aerial photography, preliminary plans, layouts, profiles, survey data and any other data in connection with the work included in this AGREEMENT previously performed by or for the COUNTY.
- D. 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.
- E. Furnish the CONSULTANT unit prices and/or per costs to be used in cost analysis.
- F. Circulate required materials to appropriate agencies and governmental bodies for review and receive comments.
- G. Provide a copy of applicable portions of the STATE Hydraulics Manual and "Guidelines For Operation".

#### ARTICLE III – OBLIGATION OF STATE TO CONSULTANT

- A. Provide a copy of application portions of the State Hydraulic Manual and "Guidelines for Operations".
- B. Provide all traffic data which is deemed necessary by the STATE.
- C. 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.
- D. Furnish the CONSULTANT unit prices and/or per costs to be used in cost analysis.
- E. 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 1 – 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 Eighteen Thousand Three Hundred Fifty Four and 00/100 Dollars (\$18,354.00) shall be total compensation to the CONSULTANT for all work provided for when performed under ARTICLE I, SECTION 1 of this AGREEMENT for design and plan production.
- B. The Lump Sum of Three Thousand Five Hundred Twenty One and 00/100 Dollars (\$3,521.00) shall be total compensation to the CONSULTANT for all work provided for when performed under ARTICLE I, SECTION 2 of this AGREEMENT for traffic signal modification design and plan production.
- C. The Lump Sum of Forty Three Thousand Fifty and 00/100 Dollars (\$8,600.00) shall be total compensation to the CONSULTANT for all work provided for when performed under ARTICLE I, SECTION 3 of this AGREEMENT for geotechnical investigation.
- D. For the work contemplated under this Agreement the CONSULTANT will be compensated a maximum lump sum amount of Thirty Thousand Four Hundred Seventy Five and 00/100 Dollars (\$30,475.00).

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 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 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 unsatisfactory performance 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 any and all loss, expense against or imposed upon the 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 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 non-discrimination 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 1 – 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

GONZALEZ-STRENGTH ASSOCIATES, INC.

James R. Brown, P.E., Principal

ATTEST:

JEFFERSON COUNTY, ALABAMA

Minute Clerk

W. D. Carrington, President

Jefferson County Commission

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

\_\_\_\_\_  
Jun-11-2014-415

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 AssetWorks, Inc. for renewal of annual maintenance and support for the Fleet Focus software for the period April 1, 2014 - March 31, 2015 and to add pro-rated license fees for five months in the amount of \$31,326.90.  
CONTRACT NO.: 00005003

Amendment No. I

This Amendment to Contract entered into the 1<sup>st</sup> day of April 2013, between Jefferson County, Alabama, hereinafter referred to as "the County, and Asset Works, Inc., hereinafter referred to as the "Contractor" to provide annual software maintenance and 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:

The original contract between the parties referenced above was approved by the Commission on September 26, 2013, is hereby amended as follows:

2. SCOPE OF SERVICE
  - a. To add FleetFocus FA 2,500 annual software maintenance and support.
  - b. To add pro-rated license fees for five (5) months.

4. COMPENSATION: \$31,326.00

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

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

Jefferson County Commission

Asset Works, Inc.

\_\_\_\_\_, Authorized Signature

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

\_\_\_\_\_  
Communication was read from Roads & Transportation recommended the following;

1. AT&T to install 216' of buried cable at 3990 Woodhaven Road off Morgan Road.
2. AT&T to install 13,200' of buried and aerial cable on Alliance Road and Taylors Ferry Road.
3. AT&T to install 7,000' of buried cable at 4095 Warrior Jasper Road in Corner.
4. AT&T to install 4,762' of aerial cable along Alton Road, Brownlee Road and Brownlee Hill Road.

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

\_\_\_\_\_  
Jun-11-2014-416

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: May 23, 2014

Purpose: Payment to Celesta B. True for acquired Temporary Construction Easement that contains 0.024 acres, more or less (site address) – 3437 Chapel Lane Project No. STPBH-7020(601) - Patton Chapel Rd - Ph. III – Tr.11  
Agent: Alan K. Dodd

Price: \$520.00

Pay to the order of: Celesta B. True

Mailing Address: 2511 Oak Leaf Circle  
Helena, 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 Knight that the above resolution be adopted. Voting "Aye" Stephens, Knight, Bowman, Brown and Carrington.

\_\_\_\_\_  
Jun-11-2014-417

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: May 23, 2014  
Purpose: Payment to Timothy Burk for acquired Temporary Construction Easement that contains 0.007 acres, more or less (site address) – 3416 Ivy Chase Circle, Hoover, AL 35226  
Project No. STPBH-7020(601) - Patton Chapel Rd - Ph. III – Tr. 18 Agent: Alan K. Dodd  
Price: \$500.00  
Pay to the order of: Timothy Burk  
Mailing Address: 3416 Ivy Chase Circle  
Hoover, AL 35226

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

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

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Jun-11-2014-418

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: May 19, 2014  
Purpose: Payment to Christy Nicole Randall for acquired Right of Way 0.001 acres, more or less and the TCE contains 0.006 acres, more or less (site address) – 3420 Ivy Chase Circle, Birmingham, AL 35226  
Project No. STPBH-7020(601) - Patton Chapel Rd - Ph. III – Tr. 19 Agent: Alan K. Dodd  
Price: \$630.00  
Pay to the order of: Christy Nicole Randall  
Mailing Address: 3420 Ivy Chase Circle  
Birmingham, AL 35226

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

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

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Jun-11-2014-419

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: May 29, 2014  
Purpose: Payment to Betty Jane Matthews for acquired Right of Way 0.012 acres, more or less and the TCE contains 0.004 acres, more or less (site address) – 3340 Ivy Chase Circle, Birmingham, AL 35226  
Project No. STPBH-7020(601) - Patton Chapel Rd - Ph. III – Tr. 25 Agent: Alan K. Dodd  
Price: \$6,010.00  
Pay to the order of: Betty Jane Matthews  
Mailing Address: 3340 Ivy Chase Circle  
Birmingham, AL 35226

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

Check Delivery Code 84

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

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Jun-11-2014-420

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: May 6, 2014  
Purpose: Payment to Mary B. Rich for acquired Temporary Construction Easement that contains 0.051 acres, more or less (site address) – 3325 Teakwood Road, Hoover, AL 35226  
Project No. STPBH-7020(601) - Patton Chapel Rd - Ph. III – Tr. 28 Agent: Alan K. Dodd  
Price: \$1,105.00  
Pay to the order of: Mary B. Rich  
Mailing Address: 3325 Teakwood 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 Knight that the above resolution be adopted. Voting "Aye" Stephens, Knight, Bowman, Brown and Carrington.

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Jun-11-2014-421

WHEREAS, Justine Tortorigi recorded a deed from herself to Jefferson County for a sanitary sewer easement for public purposes dated November 7, 2013 with said easement described thereon; and

WHEREAS, Jefferson County never accepted the purported conveyance and has no intention of accepting it and wishes to disclaim any interest therein.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Jefferson County has never accepted and has no intention of accepting and hereby disclaims any interest whatsoever in the property described in the deed from Justine Tortorigi to Jefferson County and its successors and assigns dated November 7, 2013, and recorded at Instrument No. Bk: LR201319 Pg: 20439 Probate Records of Jefferson County, said deed purporting to convey a sanitary sewer easement for public purposes and described as follows:

LEGAL DESCRIPTION EASEMENT FOR TAX LOT 1:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 27, TOWNSHIP 16 SOUTH, RANGE 1 WEST; THENCE WEST ALONG THE NORTH LINE OF SAID ¼ - ¼ FOR 80.00 FEET; THENCE TURN A LEFT INTERIOR ANGLE OF 42°50' LEFT DEED (42°15'41" MEASURE) AND RUN SOUTHWESTERLY FOR 317.50 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF A 20.00 FOOT WIDE SANITARY SEWER EASEMENT, LYING 10.00 FEET EACH SIDE OF, PARALLEL TO AND ABUTTING SAID CENTERLINE; THENCE CONTINUE ALONG SAME COURSE AND ALONG THE CENTERLINE OF SAID EASEMENT FOR 25.17 FEET TO THE END OF SAID EASEMENT.

BE IT FURTHER RESOLVED that the President is hereby authorized to execute a disclaimer document incorporating the foregoing disclaimer action of the Jefferson County Commission.

DISCLAIMER

WHEREAS, Justine Tortorigi recorded a deed from herself to Jefferson County for a sanitary sewer easement for public purposes November 7, 2013 with said easement described thereon; and

WHEREAS, Jefferson County never accepted the purported conveyance and has no intention of accepting it and wishes to disclaim any interest therein.

NOW THEREFORE IN CONSIDERATION OF THE PREMISES JEFFERSON COUNTY has never accepted and has no intention

of accepting and hereby disclaims any interest whatsoever in the property described in the deed from Justine Tortorigi to Jefferson County and its successors and assigns dated November 7, 2013, and recorded at Instrument No. Bk: LR201319 Pg: 20439, Probate Records of Jefferson County, said deed purporting to convey a sanitary sewer easement for public purposes and described as follows:

LEGAL DESCRIPTION EASEMENT FOR TAX LOT 1:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 27, TOWNSHIP 16 SOUTH, RANGE 1 WEST; THENCE WEST ALONG THE NORTH LINE OF SAID ¼ - ¼ FOR 80.00 FEET; THENCE TURN A LEFT INTERIOR ANGLE OF 42°50' LEFT DEED (42°15'41" MEASURE) AND RUN SOUTHWESTERLY FOR 317.50 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF A 20.00 FOOT WIDE SANITARY SEWER EASEMENT, LYING 10.00 FEET EACH SIDE OF, PARALLEL TO AND ABUTTING SAID CENTERLINE; THENCE CONTINUE ALONG SAME COURSE AND ALONG THE CENTERLINE OF SAID EASEMENT FOR 25.17 FEET TO THE END OF SAID EASEMENT.

IN WITNESS WHEREOF the undersigned has hereby set his hand and seal this 11<sup>th</sup> day of June, 2014.

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

Jefferson County Commission

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

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Jun-11-2014-422

WHEREAS, Bill Harris recorded a deed from himself to Jefferson County for a sanitary sewer easement for public purposes dated November 8, 2013 with said easement described thereon; and

WHEREAS, Jefferson County never accepted the purported conveyance and has no intention of accepting it and wishes to disclaim any interest therein.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Jefferson County has never accepted and has no intention of accepting and hereby disclaims any interest whatsoever in the property described in the deed from Bill Harris to Jefferson County and its successors and assigns dated November 8, 2013, and recorded at Instrument No. Bk: LR201319 Pg: 20445 Probate Records of Jefferson County, said deed purporting to convey a sanitary sewer easement for public purposes and described as follows:

LEGAL DESCRIPTION EASEMENT FOR TAX LOT 2:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 27, TOWNSHIP 16 SOUTH, RANGE 1 WEST; THENCE WEST ALONG THE NORTH LINE OF SAID ¼ - ¼ FOR 80 FEET; THENCE TURN AN INTERIOR ANGLE TO THE LEFT OF 41°50' DEED (41°15'41" MEASURE) AND RUN SOUTHWESTERLY FOR 342.67 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF A 20.00 FOOT WIDE SANITARY SEWER EASEMENT, LYING 10.00 FEET EACH SIDE OF, PARALLEL TO AND ABUTTING SAID CENTERLINE; THENCE CONTINUE ALONG LAST STATED COURSE AND ALONG THE CENTERLINE OF SAID EASEMENT FOR 132.00 FEET TO THE END OF SAID EASEMENT.

BE IT FURTHER RESOLVED that the President is hereby authorized to execute a disclaimer document incorporating the foregoing disclaimer action of the Jefferson County Commission.

DISCLAIMER

WHEREAS, Bill Harris recorded a deed from himself to Jefferson County for a sanitary sewer easement for public purposes November 8, 2013 with said easement described thereon; and

WHEREAS, Jefferson County never accepted the purported conveyance and has no intention of accepting it and wishes to disclaim any interest therein.

NOW THEREFORE IN CONSIDERATION OF THE PREMISES JEFFERSON COUNTY has never accepted and has no intention of accepting and hereby disclaims any interest whatsoever in the property described in the deed from Bill Harris to Jefferson County and its successors and assigns dated November 8, 2013, and recorded at Instrument No. Bk: LR201319 Pg: 20445, Probate Records of Jefferson County, said deed purporting to convey a sanitary sewer easement for public purposes and described as follows:

LEGAL DESCRIPTION EASEMENT FOR TAX LOT 2:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 27, TOWNSHIP 16 SOUTH, RANGE 1 WEST; THENCE WEST ALONG THE NORTH LINE OF SAID ¼ - ¼ FOR 80 FEET; THENCE TURN AN INTERIOR ANGLE TO THE LEFT OF 41°50' DEED (41°15'41" MEASURE) AND RUN SOUTHWESTERLY FOR 342.67 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF A 20.00 FOOT WIDE SANITARY SEWER EASEMENT, LYING 10.00 FEET EACH SIDE

OF, PARALLEL TO AND ABUTTING SAID CENTERLINE; THENCE CONTINUE ALONG LAST STATED COURSE AND ALONG THE CENTERLINE OF SAID EASEMENT FOR 132.00 FEET TO THE END OF SAID EASEMENT.

IN WITNESS WHEREOF the undersigned has hereby set his hand and seal this 11<sup>th</sup> day of June, 2014.

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

Jefferson County Commission

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

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Jun-11-2014-423

WHEREAS, Rodney Denson recorded a deed from himself to Jefferson County for a sanitary sewer easement for public purposes dated November 7, 2013 with said easement described thereon; and

WHEREAS, Jefferson County never accepted the purported conveyance and has no intention of accepting it and wishes to disclaim any interest therein.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Jefferson County has never accepted and has no intention of accepting and hereby disclaims any interest whatsoever in the property described in the deed from Rodney Denson to Jefferson County and its successors and assigns dated November 7, 2013, and recorded at Instrument No. Bk: LR201319 Pg: 20442 Probate Records of Jefferson County, said deed purporting to convey a sanitary sewer easement for public purposes and described as follows:

LEGAL DESCRIPTION EASEMENT FOR TAX LOT 2:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 27, TOWNSHIP 16 SOUTH, RANGE 1 WEST; THENCE WEST ALONG THE NORTH LINE OF SAID ¼ - ¼ FOR 80 FEET; THENCE TURN AN INTERIOR ANGLE TO THE LEFT OF 41°50' DEED (41°15'41" MEASURE) AND RUN SOUTHWESTERLY FOR 342.67 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF A 20.00 FOOT WIDE SANITARY SEWER EASEMENT, LYING 10.00 FEET EACH SIDE OF, PARALLEL TO AND ABUTTING SAID CENTERLINE; THENCE CONTINUE ALONG LAST STATED COURSE AND ALONG THE CENTERLINE OF SAID EASEMENT FOR 132.00 FEET TO THE END OF SAID EASEMENT.

BE IT FURTHER RESOLVED that the President is hereby authorized to execute a disclaimer document incorporating the foregoing disclaimer action of the Jefferson County Commission.

DISCLAIMER

WHEREAS, Rodney Denson recorded a deed from himself to Jefferson County for a sanitary sewer easement for public purposes November 7, 2013 with said easement described thereon; and

WHEREAS, Jefferson County never accepted the purported conveyance and has no intention of accepting it and wishes to disclaim any interest therein.

NOW THEREFORE IN CONSIDERATION OF THE PREMISES JEFFERSON COUNTY has never accepted and has no intention of accepting and hereby disclaims any interest whatsoever in the property described in the deed from Rodney Denson to Jefferson County and its successors and assigns dated November 7, 2013, and recorded at Instrument No. Bk: LR201319 Pg: 20442, Probate Records of Jefferson County, said deed purporting to convey a sanitary sewer easement for public purposes and described as follows:

LEGAL DESCRIPTION EASEMENT FOR TAX LOT 2:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 27, TOWNSHIP 16 SOUTH, RANGE 1 WEST; THENCE WEST ALONG THE NORTH LINE OF SAID ¼ - ¼ FOR 80 FEET; THENCE TURN AN INTERIOR ANGLE TO THE LEFT OF 41°50' DEED (41°15'41" MEASURE) AND RUN SOUTHWESTERLY FOR 342.67 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF A 20.00 FOOT WIDE SANITARY SEWER EASEMENT, LYING 10.00 FEET EACH SIDE OF, PARALLEL TO AND ABUTTING SAID CENTERLINE; THENCE CONTINUE ALONG LAST STATED COURSE AND ALONG THE CENTERLINE OF SAID EASEMENT FOR 132.00 FEET TO THE END OF SAID EASEMENT.

IN WITNESS WHEREOF the undersigned has hereby set his hand and seal this 11<sup>th</sup> day of June, 2014.

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

Jefferson County Commission

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



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Jun-11-2014-424

WHEREAS, Ramon Arias recorded a deed from himself to Jefferson County for a sanitary sewer easement for public purposes dated November 8, 2013 with said easement described thereon; and

WHEREAS, Jefferson County never accepted the purported conveyance and has no intention of accepting it and wishes to disclaim any interest therein.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Jefferson County has never accepted and has no intention of accepting and hereby disclaims any interest whatsoever in the property described in the deed from Ramon Arias to Jefferson County and its successors and assigns dated November 8, 2013, and recorded at Instrument No. Bk: LR201319 Pg: 20448 Probate Records of Jefferson County, said deed purporting to convey a sanitary sewer easement for public purposes and described as follows:

LEGAL DESCRIPTION EASEMENT FOR TAX LOT 3:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 27, TOWNSHIP 16 SOUTH, RANGE 1 WEST; THENCE WEST ALONG THE NORTH LINE OF SAID ¼ - ¼ FOR 80.00 FEET; THENCE TURN AN INTERIOR ANGLE TO THE LEFT OF 41°50' LEFT DEED (41°15'41" MEASURE) AND RUN SOUTHWESTERLY FOR 474.67 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF A 20.00 FOOT WIDE SANITARY SEWER EASEMENT, LYING 10.00 FEET EACH SIDE OF, PARALLEL TO AND ABUTTING SAID CENTERLINE; THENCE CONTINUE ALONG LAST STATED COURSE AND ALONG THE CENTERLINE OF SAID EASEMENT FOR 102.95 FEET TO THE END OF SAID EASEMENT

BE IT FURTHER RESOLVED that the President is hereby authorized to execute a disclaimer document incorporating the foregoing disclaimer action of the Jefferson County Commission.

DISCLAIMER

WHEREAS, Ramon Arias recorded a deed from himself to Jefferson County for a sanitary sewer easement for public purposes November 8, 2013 with said easement described thereon; and

WHEREAS, Jefferson County never accepted the purported conveyance and has no intention of accepting it and wishes to disclaim any interest therein.

NOW THEREFORE IN CONSIDERATION OF THE PREMISES JEFFERSON COUNTY has never accepted and has no intention of accepting and hereby disclaims any interest whatsoever in the property described in the deed from Ramon Arias to Jefferson County and its successors and assigns dated November 8, 2013, and recorded at Instrument No. Bk: LR201319 Pg: 20448, Probate Records of Jefferson County, said deed purporting to convey a sanitary sewer easement for public purposes and described as follows:

LEGAL DESCRIPTION EASEMENT FOR TAX LOT 3:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 27, TOWNSHIP 16 SOUTH, RANGE 1 WEST; THENCE WEST ALONG THE NORTH LINE OF SAID ¼ - ¼ FOR 80.00 FEET; THENCE TURN A LEFT INTERIOR ANGLE OF 41°50' LEFT DEED (41°15'41" MEASURE) AND RUN SOUTHWESTERLY FOR 474.67 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF A 20.00 FOOT WIDE SANITARY SEWER EASEMENT, LYING 10.00 FEET EACH SIDE OF, PARALLEL TO AND ABUTTING SAID CENTERLINE; THENCE CONTINUE ALONG LAST STATED COURSE AND ALONG THE CENTERLINE OF SAID EASEMENT FOR 102.95 FEET TO THE END OF SAID EASEMENT.

IN WITNESS WHEREOF the undersigned has hereby set his hand and seal this 11<sup>th</sup> day of June, 2014.

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

Jefferson County Commission

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

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Jun-11-2014-425

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission does hereby ratify action taken by signature of three (3) Commissioners, Sandra Little Brown, George Bowman and W. D. Carrington to acknowledge the temporary closing of Highway 269 between Short Creek Road and Alliance Road by the Alabama Department of Transportation (ALDOT) to complete highway realignment and to route traffic over the new bridge constructed over Short Creek beginning Monday, June 9, and running for approximately 3/4 weeks.

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

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Jun-11-2014-426

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that upon written permission from the City of Fultondale, the Jefferson County Department of Roads and Transportation is authorized and directed to immediately make emergency repairs to the westbound lane of Carson Road located approximately ¼ mile east of Fultondale High School.

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

Jun-11-2014-427

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 Graysville to provide assistance with storm related debris removal.

MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE  
JEFFERSON COUNTY COMMISSION AND THE CITY OF GRAYSVILLE,  
ALABAMA REGARDING REQUEST FOR ASSISTANCE WITH STORM  
RELATED DEBRIS REMOVAL

WHEREAS, Alabama law authorizes local governments to contract with each other; and

WHEREAS, Jefferson County experienced significant damage due to severe storms, tornadoes, straight-line winds, and flooding during a severe weather outbreak that began on April 28, 2014; and

WHEREAS, on November 9, 2011, Jefferson County, Alabama filed a voluntary petition for relief under Chapter 9 of the United States Bankruptcy Code (the "Bankruptcy Code"). The case was assigned Case No. 11-05736; and

WHEREAS, on March 4, 2012, the Bankruptcy Court ruled that Jefferson County was eligible to be a debtor under Chapter 9 of the Bankruptcy Code; and

WHEREAS, Jefferson County's bankruptcy has left it financially unable to assume any cost share associated with storm generated debris within the city limits of Graysville; and

WHEREAS, Jefferson County ("the County") and the City of Graysville ("the City"), a municipality located within Jefferson County, desire to enter into an agreement for the public purpose of storm related debris removal; and

WHEREAS, the County and the City agree it is in their best interests to have a Memorandum of Understanding regarding the debris removal operations.

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 City hereby agrees to utilize and direct the contractor it has employed to remove storm related debris that has been moved to the right-of-way along Cherry Avenue in Graysville.
2. The City agrees to perform or be responsible for any requisite monitoring of the debris removal and disposal.
3. The City agrees to submit all claims for costs related to the debris removal along Cherry Avenue directly to the State/FEMA and not through Jefferson County.
4. The City agrees to be responsible for all costs and expenses related to the debris removal.
5. The City agrees to be the responsible party for any local matching funding.
6. 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.
7. The County grants any authorization it might be able to grant to the City, its agent or its contractor to enter upon Cherry Avenue at its discretion in order to arrange, order, gather, or otherwise marshal debris caused by or related to the debris resulting from the April 2014 storms and remove and dispose of the debris placed deposited therein.

IN WITNESS WHEREOF, this Memorandum of Understanding has been duly executed by the parties subscribed below.

W..D. Carrington, President  
Jefferson County Commission  
Mary Sue Morgan, Mayor

City of Graysville, Alabama

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

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Jun-11-2014-428

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 Adamsville to provide assistance with storm related debris removal.

MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE  
JEFFERSON COUNTY COMMISSION AND THE CITY OF ADAMSVILLE,  
ALABAMA REGARDING REQUEST FOR ASSISTANCE WITH STORM  
RELATED DEBRIS REMOVAL

WHEREAS, Alabama law authorizes local governments to contract with each other; and

WHEREAS, Jefferson County experienced significant damage due to severe storms, tornadoes, straight-line winds, and flooding during a severe weather outbreak that began on April 28, 2014; and

WHEREAS, on November 9, 2011, Jefferson County, Alabama filed a voluntary petition for relief under Chapter 9 of the United States Bankruptcy Code (the "Bankruptcy Code"). The case was assigned Case No. 11-05736; and

WHEREAS, on March 4, 2012, the Bankruptcy Court ruled that Jefferson County was eligible to be a debtor under Chapter 9 of the Bankruptcy Code; and

WHEREAS, Jefferson County's bankruptcy has left it financially unable to assume any cost share associated with storm generated debris within the city limits of Adamsville; and

WHEREAS, Jefferson County ("the County") and the City of Adamsville ("the City"), a municipality located within Jefferson County, desire to enter into an agreement for the public purpose of storm related debris removal; and

WHEREAS, the County and the City agree it is in their best interests to have a Memorandum of Understanding regarding the debris removal operations.

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 City hereby agrees to utilize and direct the contractor it has employed to remove storm related debris that has been moved to the right-of-way along Union Grove Road in Adamsville.
2. The City agrees to perform or be responsible for any requisite monitoring of the debris removal and disposal.
3. The City agrees to submit all claims for costs related to the debris removal along Union Grove Road directly to the State/FEMA and not through Jefferson County.
4. The City agrees to be responsible for all costs and expenses related to the debris removal.
5. The City agrees to be the responsible party for any local matching funding.
6. 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.
7. The County grants any authorization it might be able to grant to the City, its agent or its contractor to enter upon Union Grove Road at its discretion in order to arrange, order, gather, or otherwise marshal debris caused by or related to the debris resulting from the April 2014 storms and remove and dispose of the debris placed deposited therein.

IN WITNESS WHEREOF, this Memorandum of Understanding has been duly executed by the parties subscribed below.

W.D. Carrington, President  
Jefferson County Commission  
Pam Palmer, Mayor  
City of Adamsville, Alabama

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

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 Kimberly to provide assistance with storm related debris removal.

MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE  
JEFFERSON COUNTY COMMISSION AND THE CITY OF KIMBERLY,  
ALABAMA REGARDING REQUEST FOR ASSISTANCE WITH STORM  
RELATED DEBRIS REMOVAL

WHEREAS, Alabama law authorizes local governments to contract with each other; and

WHEREAS, Jefferson County experienced significant damage due to severe storms, tornadoes, straight-line winds, and flooding during a severe weather outbreak that began on April 28, 2014; and

WHEREAS, on November 9, 2011, Jefferson County, Alabama filed a voluntary petition for relief under Chapter 9 of the United States Bankruptcy Code (the "Bankruptcy Code"). The case was assigned Case No. 11-05736; and

WHEREAS, on March 4, 2012, the Bankruptcy Court ruled that Jefferson County was eligible to be a debtor under Chapter 9 of the Bankruptcy Code; and

WHEREAS, Jefferson County's bankruptcy has left it financially unable to assume any cost share associated with storm generated debris within the city limits of Kimberly; and

WHEREAS, Jefferson County ("the County") and the City of Kimberly ("the City"), a municipality located within Jefferson County, desire to enter into an agreement for the public purpose of storm related debris removal; and

WHEREAS, the County and the City agree it is in their best interests to have a Memorandum of Understanding regarding the debris removal operations.

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 City hereby agrees to utilize and direct the contractor it has employed to remove storm related debris that has been moved to the right-of-way in Kimberly, Alabama.
2. The City agrees to perform or be responsible for any requisite monitoring of the debris removal and disposal.
3. The City agrees to submit all claims for costs related to the debris removal directly to the State/FEMA and not through Jefferson County.
4. The City agrees to be responsible for all costs and expenses related to the debris removal.
5. The City agrees to be the responsible party for any local matching funding.
6. 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.
7. The County grants any authorization it might be able to grant to the City, its agent or its contractor to enter upon the city limits of Kimberly at its discretion in order to arrange, order, gather, or otherwise marshal debris caused by or related to the debris resulting from the April 2014 storms and remove and dispose of the debris placed deposited therein.

IN WITNESS WHEREOF, this Memorandum of Understanding has been duly executed by the parties subscribed below.

W.D. Carrington, President  
Jefferson County Commission  
Bob Ellerbrock, Mayor  
City of Kimberly, Alabama

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

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 Citizens Services (OSCS) and Legal Services of Alabama, Inc. to provide professional/legal services to the elderly for the period March 1, 2014 - September 30, 2014 in the amount of 55,979.60.

Legal Services of Alabama, Inc.  
UNDER TITLE III OF THE OLDER AMERICANS ACT  
March 1, 2014 to September 30, 2014

This contract, pursuant to Code of Alabama, Section 41-1 &-53, is entered into this 1<sup>st</sup> day of March 2014, to September 30, 2014, between Jefferson County, Alabama by and through the Office of Senior Citizens Services (OSCS), hereinafter referred to as the County and Legal Services of Alabama, Inc. hereinafter referred to as the Contractor.

WHEREAS, the County desires to contract for professional services) for, legal services for the elderly; and

WHEREAS, pursuant to this the Contractor desires to furnish said service(s) to the County; certain assistance in such undertakings.

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

1. Engagement of Contractor: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
  2. Scope of Services: The Contractor shall perform all necessary professional services provided under this Contract as required by the Jefferson County Office of Senior Citizens and in the Program Component of this contract.
  3. Terms of Agreement and Authorization to Perform Work: The Contractor shall be available to render professional services to the office at any time after the effective date of this Contract. This Contract will be effective March 1, 2014, and end September 30, 2014.
  4. Assignment: No portion of the proposal or resulting project may be sold, assigned, transferred or conveyed to a third party without the express written consent of the Jefferson County office of Senior Citizens Services. Should Jefferson County Office of Senior Citizens authorize Legal Services of Alabama, -Inc.. to subcontract (assign) any portion of this contract, Legal Services of Alabama, Inc. will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, Legal Services of Alabama, Inc. must maintain a continuous effective business relationship with the subcontractors) including, but not limited to, regular payment of all invoices owed to any subcontractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.
  5. 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 venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County, Alabama, Birmingham Division.
- The County agrees to provide supervision by an Area Agency on Aging staff person which will include monitoring/evaluation of the program to ensure compliance with the guidelines.
6. Modification: This contract with attachments is the entire Agreement between the parties, and no alterations, changes or additions thereto shall be made except in writing approved by the parties. However, the County may, from time to time, require changes in the Scope of Services to be performed under this Agreement. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the County and the Contractor shall be incorporated in written amendments to this contract.
  7. Funding Mechanism: funding can be requested for startup for the first quarter. After the first quarter a monthly request for funds and expenditures based on actual expenses shall be prepared and submitted to the County and should reach the County no later than the 5<sup>th</sup> day of the month following the last day of the month of service.
  8. Compensation: Payment of funds will be made on actual expenses. It is expressly understood and agreed that in no event will total compensation and reimbursement, if any, paid hereunder exceed the maximum sum of \$ \_\_\_\_\_ for all the services required. The Contractor shall submit the following: a) a monthly invoice for services provided; b) a monthly individualized employee time report for each and all individuals in the delivery of services provided through this Contract; c) a monthly individualized employee time sheet for each and all individuals in the delivery of services provided through this Contract and d) supporting receipts for purchases in the delivery of services provided through this Contract and other documents as outlined on the Contractors Supportive Documentation Checklist (Attachments 1-6).
  9. 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. The Contractor must adhere to the requirements of the Health Information and Accountability Act of 1996.
  10. 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.
  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. 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.

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 not 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. The Contractor shall provide the County with a Certificate of Insurance evidencing such insurance with the following listed therein: Jefferson County, the County Commission and the Alabama Department of Senior Services as "Additionally Insured" and a thirty (30) day written cancellation notice. A Certificate of Insurance shall be furnished to the County within thirty (30) days of the execution of this contract.

15. 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 attorneys 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 Contractor, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connection 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 \$100,000. 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; and (3) Worker's Compensation and Employer's Liability.

16. County Fund 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 benefits of any member or employees 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 or 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.

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.

17. Reporting: The Contractor shall submit the AIMS client registration forms and monthly service logs as documentation for the services rendered. All AIMS documentation must reach the County no later than the 5<sup>th</sup> day of the following month.

18. Maintenance of Records: The Contractor shall maintain such records and accounts, including property, personnel, payroll and financial records, as are deemed necessary by the County and the Alabama Department of Senior Services (ADSS) to assure a proper accounting for all project funds, including both federal and non-federal matching funds expended. These records shall be retained for six (6) years from the date of submission of the final expenditure report under this contract.

19. Grant Related Income: The Contractor is accountable for the federal share of any income derived from activities conducted under the auspices of the project. All revenues received in conjunction with the project funded by this contract must be reported to the County. Accountability may be satisfied by reducing the level of expenditures from grant funds by an amount equal to the federal share of grant-related income. Other possibilities could be to treat the funds as a partial payment to the award of a succeeding budget period, or payment to the County for refund to the ADSS.

20. Audits and Inspections: At a time during normal business hours, and as the County may deem necessary, the Contractor shall make available to the County for examination all of the records pertaining to all matters covered by this contract. Further, permit the County or its designated representative to audit, examine and make excerpts from invoices, materials, payrolls, records or personnel, conditions of employment and other data relating to matters covered by this of the project within sixty (60) days following the termination of the contract

period and provide OSCS a copy of the audit within six (6) months following the contract period.

21. Evaluation: The Contractor agrees that the County may carry out monitoring and evaluation activities as determined necessary by the County and the ADS S.

22. Subcontracts: None of the work or services covered by this contract will be subcontracted without prior approval by the County and the ADSS.

23. Equal Employment Opportunity: The contract shall, if it has not already done so, adopt an affirmative action plan that certifies that it will comply with Executive Order 11246, Equal Employment Opportunity Act, 9/24/65 with regard to its participation with the County; and that describes how the Contractor will act or ensure all applicable employees of non-discriminative treatment in employment; or prepare and adopt a resolution in a form prescribed by the County committing the Contractor to a policy of equal employment opportunity in appointment of employees for activities conducted under this contract. The Contractor will designate, in writing, to the County a representative of the Contractor who will be responsible for coordinating the Contractor's Equal Employment Opportunity Program and who will be the point of contact for associated matters.

24. Priority to Economically and Socially Disadvantaged: The Contractor shall give priority to those elderly persons who are low-income, minorities, frail, disabled or who are in the greatest economic and social need. In so doing, the following definitions shall apply:

- Economically needy elderly persons are defined as those individuals whose income falls at or below the Bureau of Census poverty threshold.
- Socially needy elderly persons are those individuals having non-economic factors which include physical and mental disabilities, language barriers, cultural or social isolation including those caused by racial or ethnic status which restrict an individual's ability to perform normal daily tasks or threaten their capacity to live independently.
- Frail or disabled elderly persons are those who are .in a severely weakened physical condition or who have severe physical impairments.

25. Emphasis on Rural Elderly: The Contractor shall employ outreach efforts to identify individuals eligible for assistance under this contract with special emphasis on rural elderly, and inform such individuals of the availability of this assistance.

26. Drug Free Work Environment: All Contractors receiving funding from OSCS are required to maintain a Drug Free Workplace Policy in accordance with the Drug Free Workplace Act of 1988. No funds appropriated through this contract shall be available for payment unless the agency has in place and will continue to administer in good faith a written policy adopted by the Contractor the Contractor's Board of Directors or other governing authority.

27. Conflict of Interest: The Contractor assures that the integrity and public purpose of services provided under this agreement will be maintained. The Contractor further assures that conflicts of interest including nepotism are not permitted with regard to any activities conducted through this Agreement. The Contractor shall have a mechanism in place to detect and remove any conflicts of interest.

28. Statement of Identification: The Contractor serves as an independent contractor and employees of that agency are not merit system employees of the County. Given this statement of identification, the Contractor shall have no appeal rights before the Jefferson County Personnel Board. The County shall maintain total authority of this contract at all times.

29. Compliance with Americans with Disabilities Act,(ADA): The Contractor shall maintain a plan to bring its operation and program into compliance with requirements of the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973. Further, the Contractor shall agree to hold harmless Jefferson County, the Jefferson County Commission and the Alabama Department of Senior Services, its elected officials and employees from any suits, judgments and damages, related to a failure to comply with ADA.

30. Acknowledgment of Support: The Contractor shall, in any publication or media presentations regarding the program, provide the following statement: "This project was supported, in part, by the Jefferson County Office of Senior Citizens Services, Jefferson County Commission."

31. Grievance Procedure: The Contractor shall institute a grievance procedure to ensure that aggrieved clients may have appropriate recourse. The procedure shall be publicized to staff and clients.

32. Licensure: The Contractor shall acquire and maintain all licenses required by all applicable laws and regulations to perform the duties as specified in the agreement.

33. Lobbying: The Contractor or representative of the Contractor certifies, to the best of his or her knowledge and belief, that no federally 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 the Contractor, a member of Congress, an officer or employee of congress, or any 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.

34. Accruing Benefits: The Contractor shall ensure safeguards to prohibit employees of their program .from using their position for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have

family, business or other ties.

35. Equal Employment Opportunity: The Contractor acknowledges receipt of Jefferson County's Equal Employment Opportunity Contractor Compliance Administrative Order and certifies that it is an equal opportunity employer and agrees to the requirements of the policy and the equal employment opportunity clause therein. It further certifies that it will require all subcontractors to execute an equal employment opportunity statement and certification of compliance in accordance with Jefferson County Administrative Order 08-4 as follows:

1. 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 pursuant to the provisions of Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 1981, 1983, 1986 and all amendments thereto relative to discriminatory employment practices. 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.

2. In the event of the Contractor's non-compliance with the equal employment opportunity clause of this contract, this contract may not be awarded or may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further County contracts.

3. The Contractor will include the provisions of paragraph (1) in every subcontract or purchase order.

4. The Contractor shall certify to the County its compliance with this policy prior to receipt of any contract or business with the County. The Contractor will furnish to the County, upon request, reports, notices, policies and/or information certifying compliance with this policy.

In the event of the Contractor's non-compliance with the equal employment opportunity clause of this contract, this contract may not be awarded or may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further County contracts.

36. 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.

#### PROGRAM COMPONENT

##### Assurances Legal Assistance

By entering into this contract, the contractor agrees that it possesses the experience and capacity to deliver the legal assistance as outlined in the Legal Services Corporation Act and this Program Component. The contractor shall be subject to specific restrictions and regulations promulgated under the Legal Services Corporation Act.

The goals of the legal assistance program shall be to:

- Protect the autonomy and independence of vulnerable older adults;
- To assure that older adults receive essential benefits to which they are entitled;
- To provide educational opportunities to ensure that older adults understand and maintain their rights, exercise choices and realize benefits and opportunities authorized by law.

The broad purposes of legal assistance services are to assist older adults in:

- Understanding their rights;
- Exercising choice;
- Benefitting from services, opportunities and entitlements, and maintaining rights promised and protected by law;
- Providing access to the system of justice by offering advocacy, advice, and representation to persons 60 years and older.

The Contractor, using funds in this contract, shall employ two (Z) full-time attorneys. Both attorneys shall work exclusively for this contract. In addition, a full-time paralegal shall be employed to work exclusively for this contract and perform specifically delegated legal work for which a lawyer is responsible, and absent such assistance, the lawyer would perform.

Older adults must have ongoing access during regular business days and hours. It is desired that the schedules of the personnel working with this contract be arranged to allow for there to be a staff person in the office during working hours to answer telephone calls as required.

The contractor shall be responsible for designating the attorneys, with the approval of the county, to participate in this program. Resumes for both positions as well as proof of liability insurance shall be submitted to the county no later than 30 days following the execution of this contract. The contractor shall assure ongoing supervision of the program to ensure the county that the requirements of this contract are being satisfied. The county must be notified in writing immediately should there be a personnel change.

The contractor may, in its discretion, use other Legal Services Alabama attorneys in the event vacancies or extend absences occur to ensure client services are met. This is intended only as a short-term option to be exercised in the event vacancies or extended absences occur.



The contractor shall involve the bar association(s)(state and/or county) in legal assistance activities, including the provision of legal assistance to older adults on a pro bona or reduced fee basis and in the provision of public education sessions (over and above the contracted amount) to older adults in Jefferson County.

Legal Assistance

A minimum of 400 unduplicated older adults shall receive a minimum of 153,000 minutes of legal assistance through this contract.

Legal Assistance for this contract is defined as: Provision of legal advice, counseling, and representation by an attorney. This service is for individual, one-on-one contact between a service provider and a client. Time spent providing legal assistance to a client should be accumulated during the day.

- For example, an attorney spent 30 minutes with a client in the morning and 30 minutes with the same client in the afternoon. Therefore, the attorney spent a total of 60 minutes with this client in one day, which equals 1 unit of legal assistance.
- A group session regarding legal issues should be counted as Public Education, not Legal Assistance.

Target Populations

Legal Assistance services shall be provided to older adults (persons 60 years of age or older or the spouse of an older adult or caregiver residing in Jefferson County. In particular, those assessed to be the neediest; those found to be in the greatest social or economic need, low-income, minorities and rural older adults in Jefferson County shall be given priority access to services. The contractor, by targeting older adults who are the most economically and socially vulnerable and who are the least able to advocate on their own behalf, shall assure that they benefit the most from the limited legal assistance available.

Groups that should be considered to receive priority for legal assistance services include.

- Residents of Long Term Care facilities
- Residents of Personal Home Care Residents
- Older adults with chronic health problems
- Older adults who experience problems with access to health care
- Homeless older adults
- Institutional mentally ill or mentally retarded older adults
- Older adults with language barriers
- Older adults, eligible for but not receiving public benefits
- Residents of rural or isolated areas
- Older adults who are illiterate or functionally illiterate

Prioritization of Legal Assistance

In the Alabama Legal Assistance Statewide Standards of 1999, services to be provided are prioritized. Older adults should be sought out through outreach and public education efforts that are in need of assistance in the Tier I, II, and III respectively and assisted according to this prioritization of importance.

TIER I

Health Care/Long Term Care

Medicaid QMB/SLIME/Q1-I/Q1-2

Nursing Home/PCP Issues

(quality of care, resident's rights)

Miller Trust

Medicare

Guardianship/Abuse/Neglect

Defense of Guardianship

Termination of Guardianship

Elder Abuse Cases

Financial Exploitation

Income/Nutrition Benefits

SSI

Food Stamps

Veterans Benefits (need based)

Social Security

Pensions

Housing

Landlord/Tenant

Utility shut offs/Energy Issues

Home Foreclosure

Evictions

Autonomy

Advanced Directives

Financial Powers of Attorney

Durable Powers of Attorney for Health Care

Divorce (Situations involving benefits or domestic violence, Attorney should use judgement in deciding when to handle divorces)

TIER II

Health/Long-Term Care

Income/Nutrition/Benefits

Other Insurance Issues	Railroad Retirement
Residential Health Care	Black Lung
COBRA	Workers Compensation
<u>Housing</u>	<u>Consumer Issues</u>
Home Ownership/Real Property	Collections
Home Equity Conversion	Contracts/Warranties/Home Repair Fraud

Individual Rights

Age Discrimination	Disability Rights
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TIER III

<u>Public Benefits</u>	<u>Other</u>
Unemployment	Estate
Veterans Disability	Probate
Income/Nutrition Benefits	Wills
	Grandparents Rights

Outreach and Marketing

Outreach will be conducted on a one-on-one basis and in group settings in Jefferson County and will be designed and conducted to inform elderly persons of their rights, entitlements, and responsibilities under the law.

Legal Services of Alabama will make arrangements with area senior centers, church groups, nutrition sites, and elsewhere to which attorneys and or paralegals travel on a regularly schedule basis to conduct intake interviews and to meet with clients. Community education shall be provided consisting of lectures and discussions with groups and the preparation and distribution of brochures and other printed materials through agencies and organizations having frequent contact with older persons. Legal Services of Alabama attorneys, acting in the capacity of a volunteer, will assist in the community outreach efforts.

Marketing our Elder Law Program will be accomplished throughout Jefferson County as facilities, events and organizations frequented by Jefferson County's elder population and will be coordinated with the Senior Citizens Services program. Informational materials will be designed specifically for the targeted population(s) of the Older Americans Act, (low-income, socially isolated, minorities and rural older adults) and the message will address available services and their priority access to this service. Unfortunately, resources provided by the Older Americans Act are inadequate to meet all elders' legal needs, therefore, legal assistance services must be targeted to those most in need; those who are in greatest social and/or economic need-low income minorities, individuals with physical and mental disabilities, and rural older individuals

Public Education

Public Education shall consist of presentations to groups of older adults listed in the target population groups to ensure that those older adults are aware of the available Legal Assistance services. Other groups such as congregate nutrition sites, church and civic groups shall be provided public education as time permits. Distribution of brochures and other printed material through agencies and organizations having frequent contact with older adults is encouraged, as per the availability of resources for material to be printed. The contractor agrees to provide in a quarterly report format, the topic, locations and group size of public education sessions held. The first report shall be due by January 10, 2011 for the 1<sup>st</sup> Quarter Sessions.

It is requested that new groups be sought out for public education sessions and that only after that list is exhausted should groups that have had a legal services presentation in the past contract year be considered for an additional public education session. In addition, it is agreed that five (5) presentations will be held in areas of unincorporated Jefferson County in an effort to give access to older adults in rural areas.

Referrals to Other Attorneys

The contractor shall involve the bar association(s) in the provision of Legal Assistance services to older adults whose legal needs is not priority services or those in need of services that are not covered by the Legal Assistance services of this contract. Groups within the bar association shall be encouraged to furnish legal services to older adults on a pro bono or reduced fee basis. Further, the contractor shall develop and maintain a referral list of attorneys willing to provide services as outlined above. The contractor shall work in cooperation with other legal service providers in the community.

Staff Qualification and Training

The contractor shall assure that all attorneys involved in the delivery of services are licensed by the State of Alabama and that professional liability insurance is maintained. Proof of insurance shall be provided to the County within 30 days of the execution of this contract. Further, the contractor shall ensure that the designated persons responsible for the fulfillment of this contract participate in all training required by the Alabama Department of Senior Services (ADSS) and in such other training events or programs as are deemed necessary by the County to ensure the delivery of high quality services to older adults benefitted by the contract. The County must be notified in advance of staff unable to attend a training session being held by the ADSS.

#### Access to Services

The office of the contractor shall be strategically placed in an area that is accessible to older adults in all geographical areas of Jefferson County. Should the office of the Contractor move, the County should be notified prior to the move. Legal Assistance services shall be made available to older adults during normal hours of operation (Monday through Friday, 8:00 A.M. until 5:00 p.m.) The County must be notified of any deviation from this schedule. The contractor shall have the capability to deliver legal assistance services to older adults that are institutionalized, homebound, isolated or in a community-based facility.

#### Long Term Care Ombudsman Program

The contractor agrees to work with other advocacy efforts of the County including but not limited to the Long Term Care Ombudsman as well as other County advocacy representatives. The contractor agrees to assist the Ombudsman and any other County advocacy representative(s) in the performance of the official duties of the position. and legal representation shall be provided to any other County advocacy representative upon request against whom suit or other legal action is brought or threatened to be brought in connection with the performance of the official duties of the Ombudsman or other County advocacy representative.

#### Voluntary Contributions

Any fees for service through this contract are prohibited. However, clients served through this contract may be offered the opportunity to contribute for services rendered, in accordance with the requirements of the Older Americans Act.

At the completion of each case, the Contractor agrees to send a survey letter of client satisfaction. This letter, in addition to addressing the satisfaction of the service, shall include a statement regarding the contribution policy with instructions should the client wish to contribute. All checks should be made to the Jefferson County Commission. This correspondence shall include a pre-addressed stamped envelope that will be returned to the County.

Under NO circumstances shall the staff of this contract indicate to a client that there is a charge for services rendered to accept ANY money for services rendered.

#### Client Standards

- The contractor shall respect the clients' rights in providing legal assistance.
- The contractor is prohibited from accepting fees for services rendered to any older adult (age 60 or older), or any family member of the individual as it relates to the older adult under the legal assistance provider contract.
- The contractor shall have a formal intake system to screen clients to compile information on potential clients and to establish a positive productive relationship.
- The contractor shall have a retainer agreement, which the client signs for all cases beyond brief advice and council. The client shall be given a copy of the signed agreement.
- The retainer agreement shall include the following statements: I understand I will not be charged for legal services provided to me under this agreement. I understand that my case is accepted regardless of my ability or lack of ability to pay. I have been given a copy of the program grievance procedures and understand how to exercise my rights under this procedure.
- The contractor cannot require older adults to disclose information about income or resources as a condition for providing legal assistance.

#### Client Grievance Procedure

The contractor shall have a written grievance procedure for older adults or their designee who believe they have been denied service improperly and/or those who are dissatisfied with the legal assistance provided. The procedure shall include:

- A simple and non-intimidating process to file a grievance.
- A system for investigating, resolving and maintaining files on grievances.

The contractor shall provide the County a copy of the Client Grievance Procedure within 30 days of the execution of this contract.

#### Service Standards

The Contractor shall offer a full range of services to older adults including:

- Intake, Outreach, and Interview
- Action Plan Development
- Legal Research of Relevant Laws, Regulations, and pertinent data

#### Legal Advice and Counseling

- Drafting of simple legal documents
- Clients representation in court and hearings
- Preparation and presentation of legal concerns to older adults groups, and individuals
- Referrals to private attorneys, pro bono panel, LSC and/or Lawyer Referral Service if the case does not fall within the pre-determined priority guidelines.

The Contractor shall have a systematic means to record all requests for service by older adults. The following shall be included:

- Client's name, address and telephone number

- Client's age
- Date(s) of contact with client
- Type of contact (office visit, telephone, home visit, etc.)
- Nature of client's legal problem
- Name of opposing party
- Name of staff person interviewing the client
- Basis for referral (available alternatives)

The contractor reviews its records of service request at least on an annual basis and modifies its outreach and service delivery efforts accordingly.

The Contractor shall utilize written procedures to determine which cases are not accepted for service

The written procedure shall include:

- The means by which the person requesting services receives adequate explanation of the basis for not accepting the case;
- The means by which the person requesting services receives a copy of the Client Grievance Procedure;
- The means by which an appropriate referral is made at the time the case is rejected;
- A documentation system that allows for tracking the services requested.

The Contractor shall provide the County a copy of the Denied Services Procedure within 30 days of the beginning of the contract.

NOTE: In all cases that are rejected, the Contractor explains to the client the reason(s) that he/she was not accepted for services.

#### Transfer of Client Files

Should there be a need to terminate this contract for any reason, it is agreed that all client files will be transferred to the legal firm that will assume responsibility for providing legal services to Jefferson County residents as defined by this contract.

The County, through the Area Agency on Aging (AAA), is responsible for ensuring that The Health Insurance and Portability and Accountability Act (HIPAA) is adhered to at that level required, HIPAA requires that all AAA's ensure that no personal client information be released to anyone without the express written permission of the client or their legal guardian or caregiver. Should issues arise, contact the Privacy Officer at the Jefferson County Office of Senior Citizens Services for more information.

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

CONTRACTOR:

JEFFERSON COUNTY, ALABAMA

James H. Fry, Executive Director

W. D. Carrington, President - Jefferson County Commission

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

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

#### STAFF DEVELOPMENT

Tax Assessor - Bessemer		
Andrew Bennett	(State funds)	\$2,116.76
AATA Summer Conference		
Orange Beach, Alabama – June 15-18, 2014		

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

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The Commission Meeting was re-convened Thursday, June 12, 2014, at 9:00 a.m. with the following members present:

- District 2 Sandra Little Brown
- District 3 James A. (Jimmie) Stephens
- District 4 Joe Knight

A Public Hearing was held to receive comments on the request from MAP Eastwood, L.L.C. and Wal-Mart Real Estate Business Trust, et al. for vacation of sanitary sewer easements at Eastwood Village. There being no comments, the Commission took the following action.

Jun-12-2014-431

WHEREAS, MAP Eastwood, L.L.C. and Wal-Mart Real Estate Business Trust, et al. is/are the owner(s) of the land abutting the following described dedicated easements, situated in Jefferson County, Alabama, to-wit:

Description of Property to be Vacated:

That certain 10 foot wide Sanitary Sewer Right-of-Way/Easement described in Real 585 Page 39 as recorded in the Office of the Judge of Probate of Jefferson County Alabama, and lying and being in the Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 26, Township 17 South, Range 2 West Jefferson County Alabama, and being more particularly described as follows:

COMMENCE at the SW corner of the SE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 26, Township 17 South, Range 2 West in Jefferson County, Alabama; thence run east along the south line of said  $\frac{1}{4}$  -  $\frac{1}{4}$  section for 261.16 feet to a point on the north right-of-way line of Montclair Road; thence 26 degrees 40 minutes left and run easterly along the said north right-of-way line of Montclair Road for 1403.77 feet to the point of beginning of a 10 foot wide sanitary sewer right-of-way or easement, being 5 feet on each side of the following described center line; thence 91 degrees 10 minutes 30 seconds left and run northerly along the center line for 326.15 feet to the end of the center line herein described.

Also that certain 10 foot wide Sanitary Sewer Right-of-Way/Easement described in Real 585 Page 42 as recorded in the Office of the Judge of Probate of Jefferson County Alabama, (being the same easement described in Deed 6743 Page 787) and lying and being in the Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 26, Township 17 South, Range 2 West Jefferson County Alabama, and being more particularly described as follows:

COMMENCE at the point where the northwesterly line of Montevallo Road intersects the center line of the 100 foot Alabama Power Company Easement or right-of-way; thence run northwesterly along the center line of said 100 foot easement for 347.75 feet (357.75 feet according to Deed 6743 Page 787) to a point on the center line of said 10 foot wide sanitary sewer right-of-way or easement, being 5 feet on each side of the following described center line. Said point being the point of beginning; thence 94 degrees 59 minutes 30 seconds left and run southwesterly for 178.16 feet to the end of said 10 foot easement.

Also that certain 10 foot wide Sanitary Sewer Easement dedicated by the Central Bank Survey At Eastwood Mall as recorded in Map Book 169 Page 61 in the Office of the Judge of Probate of Jefferson County Alabama, lying and being in the Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 26, Township 17 South, Range 2 West of Jefferson County Alabama. Said easement extending 95 feet southwesterly from the Southwesterly lot line of Lot 1 of said survey to the Sanitary Sewer Right-of-Way described in Real 585 Page 42.

Also a portion of a 15 foot wide Sanitary Sewer Right-of-Way/Easement described in Real 435, Page 418, as recorded in the Office of the Judge of Probate for Jefferson County, Alabama, and being more particularly described as follows;

A strip of land 15 feet wide lying 7.5 feet on each side of the following described centerline in the SE  $\frac{1}{4}$  the NW  $\frac{1}{4}$  of Section 26, Township 17 South, Range 2 West: COMMENCE at the SW corner of the SE  $\frac{1}{4}$  of NW  $\frac{1}{4}$  of said Section 26 thence run north 286.78 feet along the west line of said quarter-quarter section to the POINT OF BEGINNING of said centerline of said 15 foot wide Sanitary Sewer Right-of-Way; thence turn a deflection angle of 91° 22' to the right and run east 587.41 feet; thence turn a deflection angle of 28° 31' to the left and run northeasterly 472.50 feet; thence turn a deflection angle of 64° 59' to the right and run southeasterly 110 feet more or less to the northwesterly right-of-way line of Montclair Road (Old U.S. Highway 78).

Also, a strip of land 15 feet wide lying 7.5 feet on each side of the following described centerline in the SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 26, Township 17 South, Range 2 West: COMMENCE at the SE corner of said SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of said Section 26 and run north 286.78 feet along the east line of said quarter-quarter section to the POINT OF BEGINNING of said centerline of said 15 foot wide Sanitary Sewer Right-of-Way; thence turn a deflection angle of 88° 38' to the left and run west 94.36 feet; thence turn a deflection angle of 62° 22' 30" to the right and run northwesterly 458.23 feet; thence turn a deflection angle of 66° 26' 15" to the right and run northeasterly 450.43 feet; thence turn a deflection angle of 04° 24' 45" to the right and run northeasterly 339.57 feet; thence turn a deflection angle of 19° 28' to the left and run northeasterly 268.41 feet to the POINT OF ENDING of said centerline of said 15 foot Sanitary Sewer Right-of-Way, said point lying on the north boundary line of Lot 2A according to the Second Amended Plat to Eastwood Village as recorded in Map Book 225 Page 29 in the office of the Judge of Probate of Jefferson County Alabama.

Excepted from this vacation:

Any part of the above-described sanitary sewer right-of-ways and or easements lying within those certain sanitary sewer right-of-ways conveyed to Jefferson County, Alabama by Instruments BK: LR201411 Pg:8485 and BK:LR201318 Pg16635 as recorded in the Probate Office of Jefferson County, Alabama.

And any part of the above-described sanitary sewer right-of-ways and or easements lying within 10 feet of any currently maintained

Jefferson County Sanitary Sewer.

The following legal description has been intentionally removed, having been previously vacated by the Jefferson County Commission and recorded in Minute Book 165 pages 270-271 also being recorded in the Probate Office of Jefferson County, Alabama in Bk: LR201318 Pg:17027:

That certain 10 foot wide Sanitary Sewer Right-of-Way described in Deed 6316 Page 481 as recorded in the Office of the Judge of Probate for Jefferson County, Alabama, and being more particularly described as follows; A 10-foot easement for sanitary sewers located in the Northeast Quarter of the Southwest Quarter of Section 26, Township 17 South, Range 2 West, located 5 feet on each side of the following described centerline: Begin at a point on the northwest right-of-way line of Montclair Road 5 feet east of the west line of the Northeast Quarter of the Southwest Quarter of Section 26, Township 17 South, Range 2 West, for a point of beginning of said centerline; thence north along a line lying 5 feet east of and parallel to the said west line of the Northeast Quarter of the Southwest Quarter of Section 26, Township 17 South, Range 2 West to the north line of said quarter-quarter section.

Also, the north 10 feet of the east 100 feet of the Northwest Quarter of the Southwest Quarter of Section 26, Township 17 South, Range 2 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, MAP Eastwood, L.L.C and Wal-Mart Real Estate Business Trust, Et al. 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 and Brown

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Thereupon the Commission Meeting was recessed.

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The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 1:30 p.m., Thursday, June 26, 2014.

\_\_\_\_\_  
President

ATTEST

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Minute Clerk