

STATE OF ALABAMA)

JEFFERSON COUNTY) December 18, 2014

The Commission convened in regular session at the Birmingham Courthouse at 9:12 a.m., James A. Stephens, 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 Knight seconded by Commissioner Brown that the Minutes of December 4, 2014, be approved. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

The Commission met in Work Session on December 16, 2014, and approved the following items to be placed on the December 18, 2014, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Items 1 through 5.
- Commissioner Brown, Community Development and Human Resource Services Committee Items 1 through 26, excluding Item 23 and one additional item.
- Commissioner Stephens, Administrative, Public Works and Infrastructure Committee Items 1 through 75 and Addendum Item 4.
- Commissioner Knight, Judicial Administration, Emergency Management and Land Planning Committee Items 1 through 3.
- Commissioner Carrington, Finance, Information Technology & Business Development Committee Items 1 through 19 and Addendum Items 5 - 8.

Dec-18-2014-1096

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-2014-024 Joey Kilpatrick, owner; requests a change of zoning on Parcel ID#s 40-08-3-004-001.000 & 40-08-4-001-010.000, in Section 8 Twp 19 Range 2 West from A-1 (Agriculture) to C-2 (Outdoor Amusement) for privately owned and managed baseball fields. (Case Only: 2485 Old Rocky Ridge Road, Birmingham, 35216)(ROCKY RIDGE)(20.2 Acres M/L)

RESTRICTIVE COVENANTS:

1. Restrooms shall be constructed on site;
2. a drainage study shall be done on the site to be approved by the Department of Roads and Transportation;
3. access shall be aligned with Chestnut Ridge Ln and is subject to approval by the Department of Roads and Transportation;
4. all lighting in parking areas shall be directed downward;
5. hours of operation shall be no later

than 9 pm Sunday through Thursday and no later than 10 pm on Friday and Saturday; 6. field Lighting, if any, shall only operate during the hours of operation; 7. any sign on the property shall be a monument sign and be near the road; and, 8. the lighting plan and the site plan are subject to approval by the Planning and Zoning Commission. 8. there shall be no public address system. 9. there shall be a minimum of 30 parking spaces provided on the site. 10. the lighting plan and the site plan are subject to approval by the Planning & Zoning Commission. 11. the zoning on the property shall revert to A-1 (Agriculture) if the property is not used for ball fields.

Motion was made by Commissioner Carrington seconded by Commissioner Knight that Z-2014-024 be approved subject to filing of covenants. Voting "Aye" Carrington, Knight, Bowman, Brown and Stephens.

Z-2014-025 Jimmy and Graham Wanda Caddis, owners; Ken Walton, agent; requests a change of zoning on Parcel ID# 38-31-4-000-019.000, in Section 31 Twp 19 Range 4 West from C-P (Preferred Commercial) with covenants to C-1 (Commercial) for compliance for an automobile dealership. (Case Only: 2154 Eastern Valley Road, Bessemer, 35022)(EASTERN VALLEY)(0.72 Acres M/L)

RESTRICTIVE COVENANTS: 1. A commercial class driveway approved by the Department of Roads and Transportation is required; 2. a traffic study is required to be approved by the Department of Roads and Transportation is required; 3. road striping in the middle of Eastern Valley Road in front of the property shall be restriped to the specifications of the Department of Roads and Transportation; 4. all lighting shall be directed downward; 5. the business shall have a monument style of sign only; and, 6. no banners or flags shall be flown closer than twenty (20) feet from the road right-of-way.

Motion was made by Commissioner Knight seconded by Commissioner Brown that Z-2014-025 be carried over at the request of the applicant. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

Dec-18-2014-1097

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 Alabama Institute for Deaf & Blind to provide the services of a sign language interpreter for period October 1, 2014 - September 30, 2016 in the amount of \$4,500.

CONTRACT NO. CON 000008883

INTERPRETER SERVICE AGREEMENT

THIS AGREEMENT entered into this by and between Jefferson County Commission d/b/a Cooper Green Mercy Health Services hereinafter called "the County", and Alabama Institute for Deaf and Blind, Birmingham Regional Center (AIDB), hereinafter called the "Contractor". The effective date of this agreement shall be October 1, 2014.

WHEREAS, the County desires to contract for professional interpreter services for the Jefferson County Commission d/b/a Cooper Green Mercy Health Services, hereinafter called "the Commission"; and

WHEREAS, the Contractor desires to provide said service 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: The Contractor agrees to provide the services set forth below:
 - A. Provide a qualified interpreter, pending availability, upon 48 hours notice from the requesting agency to our Adult Services Interpreter Coordination Department.
 - B. Contact the requesting agency twelve (12) hours prior to scheduled appointment if an interpreter is not available.
 - C. Coordinate the billing information from the requesting agency.
 - D. Handle all disbursements due to an interpreter upon completion of a particular assignment.
 - E. Notify the AIDB Finance and Accounting Office to bill the agency (net 30 days) based upon the amount of hours that an interpreter provides interpreting services.
3. DUTIES AND OBLIGATIONS OF COUNTY: The County agrees to the following:
 - A. Request interpreter services at least two (2) working days prior to the scheduled appointment time when possible.
 - B. Provide the time, place, date of appointment, name and telephone number of a contact person, deaf consumer's name and the type of interpreting situation.
 - C. Request two interpreters for interpreting assignments that are more than two hours long and where interpreting must be continued steadily (example: Lectures and presentations).
 - D. Give at least a 24-hour notice of cancellation. If notice is not given at least 24 hours in advance, the agency may be charged the full rate unless otherwise arranged.
4. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render service

to Jefferson County Commission at any time after the effective date of this Contract. The Contract term expires on September 30, 2016 and may be renewed at the County's option for an additional one (1) year.

5. COMPENSATION: County agrees to pay Contractor the rate of \$45.00 per hour. The time will be billed in quarter hour increment following the first hour. There is a one (1) hour minimum per assignment per interpreter. Billing will begin at the confirmed scheduled appointment time.

6. PAYMENT TERMS: Contractor will invoice the County for services rendered at cost shown in Compensation section of agreement. Payments are due upon receipt of invoice.

7. ASSIGNMENT: No portion of the proposal or resulting contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize the Successful Offeror to subcontract (assign) any portion of this contract, the Successful Offeror will maintain the ultimate legal responsibility for all services according to contract specifications.

In the event of a subcontract, the Successful Offeror must maintain a continuous effective business relationship with the sub-contractors) including, but not limited to regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.

8. STATEMENT OF CONFIDENTIALITY: Contractor agrees that any information accessed or gained in performance of those duties will be maintained in absolute confidence and will not be released, discussed, or made known to any party or parties for any reason whatsoever, except as required in the conduct of duties required, or where disclosure is required by law or mandated by a court of law.

9. 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.

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 all applicable federal, state and local taxes, etc.

11. NON-DISCRIMINATION POLICY: Both parties agree that all services rendered under this contract will be done so without regard to race, creed, color, sex, national origin, religion or handicap.

12. 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.

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. The Contractor will indemnify and hold harmless the COUNTY, its elected officials and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of the Contractor, its agents, subcontractors or employees under this Contract.

14. 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.

15. 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.

16. 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.

17. STATEMENT OF COMPLIANCE: By signing this contract, the contracting parties affirm, for the duration of the agreement that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

18. 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.

19. 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.

20. LIMITATION OF LIABILITY

Except for Contractor's indemnity obligation for third party claims for personal injury, death, property damage, or infringement, County hereby agrees that Contractor total liability to County for any and all liabilities, claims or damages arising out of or relating to this Agreement, howsoever caused and regardless of the legal theory asserted, including breach of contract or warranty, tort, strict liability, statutory liability or otherwise, shall not, in the aggregate, exceed fees paid to Contractor during the previous 12-month period. Except for Contractor's indemnity obligation for third party claims for personal injury, death, property damage, or infringement, in no event shall either Contractor or County be liable to the other for any punitive, exemplary, special, indirect, incidental or consequential damages (including, but not limited to, lost profits, lost business opportunities, loss of use or equipment down time, and loss of or corruption to data) arising out of or relating to this Agreement, regardless of the legal theory under which such damages are sought, and even if the parties have been advised of the possibility of such damages or loss and notwithstanding any failure of essential purpose of any limited remedy.

21. VIOLATION: Any violation of this certification shall constitute a breach and default of this Agreement which shall be cause for termination. Upon such termination Contractor shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

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

Jefferson County Commission

James A. Stephens, President

Alabama Institute for Deaf and Blind, Birmingham Regional Center

_____, Authorized Signature

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

Dec-18-2014-1098

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Business Associate Agreement between Jefferson County, Alabama d/b/a Cooper Green Mercy Health Services and Alabama Institute for Deaf & Blind for compliance with the Health Insurance Portability and Accountability Act of 1966 and the Health Information Technology for Economic and Clinical Health Act, Title XIII.

ALABAMA INSTITUTE FOR DEAF AND BLIND
BUSINESS ASSOCIATE AGREEMENT

This BUSINESS ASSOCIATE AGREEMENT ("Agreement") is entered into effective the 30th day of September, 2014 by and between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services ("CGMHS") and Alabama Institute of Deaf and Blind, Birmingham Regional Center ("Facility")

RECITALS

A. CGMHS is a Covered Entity as defined under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and is therefore subject to HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH"), enacted as part of the American Recovery and Reinvestment Act of 2009, and the privacy standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160 and 164, subparts A and E ("Privacy Rule"), the security standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160, 162, and 164, subpart C ("Security Rule"), and the breach notification standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. Subpart D ("Breach Notification Standards") (collectively, HIPAA, HITECH, the Privacy Rule, Security Rule and Breach Notification Standards shall be referred to herein as the "HIPAA Regulations").

B. Protected Health Information received from CGMHS or created or received by Facility on behalf of CGMHS ("PHI") may be needed for Facility to perform the services (the "Services") requested by CGMHS and described in any underlying agreement between the parties (the "Underlying Agreement").

C. To the extent Facility needs to access PHI to perform the Services, it will be acting as a Business Associate of CGMHS and will be subject to certain provisions of the HIPAA Regulations.

D. Facility and CGMHS wish to set forth their understandings with regard to the use and disclosure of PHI by Facility so as to comply with the HIPAA Regulations.

AGREEMENTS

In consideration of the Recitals and the mutual agreements below, the parties agree as follows:

- 1) Defined Terms. Capitalized terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the HIPAA Regulations.
- 2) Facility's Obligations and Permitted Activities.
 - (a) Facility agrees to not use or further disclose PHI other than as required to perform the Services, requested by CGMHS or Required By Law, or as otherwise permitted herein.
 - (b) Facility agrees to use reasonable safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement, and shall develop, implement, maintain and use appropriate administrative procedures, and physical and technical safeguards, to reasonably preserve and protect the confidentiality, integrity and availability of electronic PHI.
 - (c) Facility agrees to report to CGMHS, without unreasonable delay and in no case later than five (5) business days following actual knowledge by Facility:
 - (i) Any use or disclosure of PHI not provided for by this Agreement.
 - (ii) Any Security Incident of which Facility becomes aware; provided, however, that the parties acknowledge and agree that this section constitutes notice by Facility to CGMHS of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents of which no additional notice to CGMHS shall be required. Unsuccessful Security Incidents shall include, but not be limited to, pings and other broadcast attacks on Facility's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as such incidents do not result in unauthorized access, use or disclosure of CGMHS's electronic PHI.
 - (iii) Any Breach of Unsecured PHI, as defined in 45 CFR 164.402. Following the initial notification of any such Breach, Facility shall provide a report to CGMHS that includes, to the extent possible: [A] a brief description of what happened, including the date of occurrence and the date of the discovery by Facility; [B] a description of the PHI affected, including the names of any Individuals whose PHI has been or is reasonably believed to have been accessed, acquired or disclosed and the types of PHI involved (such as full name, social security number, date of birth, home address, account numbers, etc.); and [C] a brief description of what Facility has done to investigate the Breach, to mitigate harm to Individuals, and to protect against any further Breaches. Facility also shall provide to CGMHS any other available information CGMHS is required to include in its notification to affected Individual(s).
 - (d) Facility agrees to ensure that any agent or subcontractor to whom it provides PHI agrees to the same or substantially similar restrictions and conditions as those that apply to Facility through this Agreement with respect to such PHI.
 - (e) Facility shall make its internal policies, procedures and records relating to the use and disclosure of PHI reasonably available to the Secretary or to CGMHS if necessary or required to assess Facility's or the CGMHS's compliance with the HIPAA Regulations.
 - (f) It is not anticipated that Facility will maintain a Designated Record Set on behalf of CGMHS; however, if Facility maintains a Designated Record Set on behalf of CGMHS, Facility agrees to, at CGMHS's written request: (i) provide access to such PHI in order to assist CGMHS in meeting its obligations under the Privacy Rule, and (ii) make any amendment(s) to such PHI as CGMHS so directs or agrees to pursuant to the Privacy Rule.
 - (g) So that CGMHS may meet its disclosure accounting obligations under the HIPAA Regulations, Facility agrees to document disclosures of PHI made by Facility which are not excepted from disclosure accounting requirements under the HIPAA Regulations.
 - (h) Facility may use PHI for Facility's proper management and administration or to carry out its legal responsibilities. Facility may

disclose PHI for Facility's proper management and administration, provided that: (i) Facility obtains reasonable assurances from the person to whom PHI is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person; and (ii) the person notifies Facility of any instances of which it is aware in which the confidentiality of PHI has been breached. Facility also may make disclosures that are required by Law.

(i) Facility may use PHI to provide Data Aggregation services to CGMHS as permitted by the Privacy Rule.

(j) Facility may, at its option:

(i) De-identify PHI in accordance with the requirements of the Privacy Rule and maintain such de-identified health information indefinitely; provided that all identifiers are destroyed or returned in accordance with this Agreement.

(ii) Create a Limited Data Set for the purpose of providing the Services, provided that Facility:

[a] Does not use or further disclose PHI contained in the Limited Data Set except as necessary to provide the Services or as provided for in this Agreement or otherwise Required By Law;

[b] Uses appropriate safeguards to prevent the use or disclosure of PHI contained in the Limited Data Set other than as provided for by this Agreement;

[c] Reports to CGMHS any use or disclosure of PHI contained in the Limited Data Set of which Facility becomes aware that is not provided for by this Agreement;

[d] Ensures that any agents or subcontractors to whom it provides access to the Limited Data Set agree to the same restrictions and conditions that apply to Facility under this Agreement; and

[e] Does not re-identify PHI or contact the Individuals whose information is contained within the Limited Data Set.

3. CGMHS's Obligations.

(a) CGMHS shall not request Facility to use or disclose PHI in any manner that would not be permissible under the Privacy Rule or the Security Rule if done by CGMHS.

(b) CGMHS shall not provide Facility with more PHI than that which is minimally necessary for Facility to provide the Services and, where possible, CGMHS shall provide any PHI needed by Facility to perform the Services in the form of a Limited Data Set, in accordance with the HIPAA Regulations.

(c) CGMHS shall clearly and conspicuously designate all PHI as such before providing it to Facility.

(d) CGMHS acknowledges and agrees that neither this Agreement nor the Underlying Agreement requires Facility to make any disclosure for which an accounting would be required under the HIPAA Regulations. CGMHS further agrees that it shall be solely responsible for tracking and providing Individuals an accounting of any disclosures made by CGMHS to Facility.

(e) CGMHS acknowledges and agrees that the provisions of section 2(j)(ii) of this Agreement shall constitute a Data Use Agreement between the parties.

4. Term and Termination.

(a) Term. This Agreement shall be effective as of the date first written above, and shall terminate when all PHI is destroyed or returned to CGMHS. If Facility determines, in accordance with subsection 4(c) (ii) below, that it is infeasible to return or destroy PHI, the protections of this Agreement with respect to such PHI shall remain in effect until such PHI is returned or destroyed.

(b) Termination. Upon CGMHS's knowledge of a material breach by Facility, CGMHS shall either:

(i) Provide an opportunity for Facility to cure the breach or end the violation and terminate this Agreement if Facility does not cure the breach or end the violation within the time specified by CGMHS; or

(ii) Immediately terminate this Agreement if Facility has breached a material term of this Agreement and cure is not possible.

© Subcontractor Agreement Termination. Facility shall ensure that it maintains for itself the termination rights in this Section in any agreement it enters into with a subcontractor pursuant to Section 2(d) herein.

(d) Effect of Termination.

(i) Except as otherwise provided in subsection 4(d)(ii) below, upon termination of this Agreement for any reason, Facility shall return or destroy all PHI. This provision shall also apply to PHI that is in the possession of subcontractors or agents of Facility.

(ii) If Facility determines that returning or destroying any or all PHI is infeasible, the protections of this Agreement shall continue to apply to such PHI, and Facility shall limit further uses and disclosures of PHI to those purposes that make the return or destruction infeasible, for so long as Facility maintains such PHI. CGMHS hereby acknowledges and agrees that infeasibility includes Facility's need to retain PHI for purposes of complying with its work product documentation standards.

5. Miscellaneous.

(a) Regulatory References. A reference in this Agreement to a section in the HIPAA Regulations means the section as in effect or as amended, and for which compliance is required.

(b) Amendment. Upon the effective date of any final regulation or amendment to the HIPAA Regulations, this Agreement shall be deemed automatically amended so that the obligations it imposes on the parties remain in compliance with such regulations. Following amendment

of the Agreement in this manner, the parties shall, as necessary, work together to clarify their respective obligations with respect to any new requirements under the modified HIPAA Regulations.

(c) Independent Contractors. Facility and CGMHS are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between Facility and CGMHS. Neither Facility nor CGMHS will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent, except as otherwise expressly provided in this Agreement.

(d) Conflicts. In the event that any terms of this Agreement are inconsistent with the terms of the Underlying Agreement, then the terms of this Agreement shall control.

(e) Entire Agreement. This Agreement shall constitute the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties hereto relating to such subject matter.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

ALABAMA INSTITUTE OF DEAF AND BLIND

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President - Jefferson County Commission

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

Dec-18-2014-1099

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 Cintas Corporation to provide pick up and delivery of micro fiber mops and floor mats for FY2014-2015 in the amount of \$7,600.

CONTRACT NO. CON00006777

CINTAS CORPORATION LEASING AGREEMENT

THIS AGREEMENT entered into this by and between Jefferson County Commission d/b/a Cooper Green Mercy Health Services hereinafter called "the County", and Cintas Corporation, hereinafter called the "Contractor". The effective date of this agreement shall be 10/01/2014.

WHEREAS, the County desires to contract for pick-up and delivery of mops and floor mats for the Jefferson County Commission d/b/a Cooper Green Mercy Health Services, hereinafter called "the Commission"; and

WHEREAS, the Contractor desires to provide said service 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: The duties of the Contractor shall be provided on an as needed basis and shall include but not be limited to pick-up and deliver micro fiber mops and floor mats once a week.
3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render service to Jefferson County Commission at any time after the effective date of this Contract. The Contract term expires on 10/01/2015 and may be renewed at the County's option for an additional one (1) year.
4. COMPENSATION: County agrees to pay Contractor the sum of \$7,600.00 during the term of this contract upon submission of itemized detailed invoices no more often than once monthly.
5. PAYMENT TERMS: Contractor will invoice the County for services rendered at cost shown in Compensation section of agreement. Payments are due upon receipt of invoice.
6. ASSIGNMENT: No portion of the proposal or resulting 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.
7. STATEMENT OF CONFIDENTIALITY: Contractor agrees that any information accessed or gained in performance of those duties will be maintained in absolute confidence and will not be released, discussed, or made known to any party or parties for any reason whatsoever, except as required in the conduct of duties required, or where disclosure is required by law or mandated by a court of law.

8. **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.
9. **INDEPENDENT CONTRACTOR:** The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for all applicable federal, state and local taxes, etc.
10. **NON-DISCRIMINATION POLICY:** Both parties agree that all services rendered under this contract will be done so without regard to race, creed, color, sex, national origin, religion or handicap.
11. **MISCELLANEOUS REQUIREMENTS:** Upon execution of this contract, the Contractor shall furnish the Jefferson County Finance Department with information required for Form 1099 reporting and other pertinent data required by law.
12. **LIABILITY:** The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY. The Contractor will indemnify and hold harmless the COUNTY, its elected officials and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of the Contractor, its agents, subcontractors or employees under this Contract but only to the extent due to the sole negligence of Contractor.
13. **TERMINATION FOR CONVENIENCE:** Upon Thirty (30) days written notice to the Contractor, the County may without cause and without prejudice to any other right or remedy to the County, elect to terminate the Agreement. In such case the Contractor shall be paid (without duplication of items): (1) for completed and accepted work executed in accordance with the Agreement prior to the effective date of termination, including fair and reasonable sums for such work; (2) for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Agreement in connection with any uncompleted work; and (3) for reasonable expenses directly attributable to termination, excluding loss of anticipated revenue or other economic loss arising out of or resulting from such termination.
14. **AMENDMENT OF AGREEMENT:** This Contract contains the entire understanding of the parties, and no change of any term or provision of the Contract shall be valid or binding unless so amended by written instrument which has been executed or approved by the County. Any such amendment shall be attached to and made a part of this Contract. A written request must be made to the County and an amended agreement will be executed.
15. **INSURANCE:** Contractor will maintain such insurance as will protect him and the County from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama. Evidence of insurance will be furnished to the Purchasing Agent not later than seven (7) days after purchase order date Contractor must have adequate General and Professional liability insurance of \$1,000,000 per occurrence.
16. **STATEMENT OF COMPLIANCE:** By signing this contract, the contracting parties affirm, for the duration of the agreement that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
18. (sic)**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.
19. **LIMITATION OF LIABILITY**
- Except for Contractor's indemnity obligation for third party claims for personal injury, death, property damage, or infringement, County hereby agrees that Contractor total liability to County for any and all liabilities, claims or damages arising out of or relating to this Agreement, howsoever caused and regardless of the legal theory asserted, including breach of contract or warranty, tort, strict liability, statutory liability or otherwise, shall not, in the aggregate, exceed fees paid to Contractor during the previous 12-month period. In no event shall either Contractor or County be liable to the other for any punitive, exemplary, special, indirect, incidental or consequential damages

(including, but not limited to, lost profits, lost business opportunities, loss of use or equipment down time, and loss of or corruption to data) arising out of or relating to this Agreement, regardless of the legal theory under which such damages are sought, and even if the parties have been advised of the possibility of such damages or loss and notwithstanding any failure of essential purpose of any limited remedy.

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 Commission

James A. Stephens, President

CINTAS

_____, Authorized Signature

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

Dec-18-2014-1100

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 MW/Davis Dumas & Associates for the domestic water pump system at the 2121 Building which revises the scope of work to add a replacement condensate pumping system and increases agreement by \$6,000 to a total of \$36,000.

AMENDMENT #1

PROFESSIONAL SERVICES CONTRACT

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

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

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

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

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

SCOPE OF SERVICES: Amendment #1; Add and include two condensation pumps to the original scope of work. Prepare and provide AIA construction contract documents / complete plans and specifications for Divisions 23 HVAC and 26 Electrical, as required to meet the state bids laws for competitive bid procurement of the desired project. Conduct Contractor pre-bid, bid and pre-construction meetings, bid evaluation and recommendations, development of Owner Contractor agreement, review Contractor shop drawings and submittal data, site visits and final construction observation as necessary for the successful completion of desired project.

TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The term of the contract shall remain as in the original agreement.

COMPENSATION: Amendment #1 will increase the compensation by \$6,000.00 (six thousand dollars). Mechanical Engineering services to be performed on an hourly basis at rates listed per Exhibit "A" with a new total "Guaranteed Maximum" billing per said scope of work of thirty six thousand dollars (\$36,000.00). Payments due upon receipt.

Reimbursable Expenses: Reimbursable expenses will include printing, reprographic services, CADD plotting, travel, delivery, courier and shipping and other miscellaneous in-house and outside services incurred while providing said service will be billed at cost. Fee for Electrical sub consultant will be at rate of (x 1.1) times their invoiced amount. All sub consultant fees and reimbursable cost are included within the "Guaranteed Maximum" compensation listed above. Project advertisement is in addition to the above stated fee, and will be billed as a pass through expense at (x1.0) actual invoiced amount.

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

address as may be designated in writing by the parties:

Consultant: MW/Davis Dumas & Associates, Inc.
Attention; Mr. James Robinson, PE
2720 31 Avenue South
Birmingham, Alabama 35203

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

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

Consultant Jefferson County, Alabama
James Sam. Davis, Jr., P. E. James A. Stephens, President

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

Dec-18-2014-1101

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Security Engineers, Inc. to provide temporary security services for the period of six months beginning upon approval in an amount not to exceed \$250,000

CONTRACT N0.

ITB 103-14

PROFESSIONAL SERVICES CONTRACT
Temporary Staffing: Security Personnel

THIS AGREEMENT entered into this _____ day of _____, by and between Jefferson County, Alabama, hereinafter called "the County", and Security Engineers, Inc., hereinafter called "the Contractor". The effective date of this agreement shall be the date signed by Commission President.

WHEREAS, the County desires to contract for executive search for the General Services Department, hereinafter called "General Services"; and

WHEREAS, the Contractor desires to furnish said professional 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 temporary personnel services hereinafter set forth.
2. SCOPE OF SERVICES: This Contract results from Jefferson County's Invitation To Bid (ITB) 103-14, the terms of which are included herein by reference. The Contractor shall perform all necessary professional services provided under this Contract as required by General Services. The Contractor shall provide temporary security personnel in a satisfactory and proper professional manner in accordance with the scope of services as follows:

VENDOR REQUIREMENTS:

- Provide clean uniforms for Security Officers.
- Ensure that all officers report to duty stations on time.
- Vendor must provide replacement officers for any officer reporting off or any officer who leaves early for any reason within an hour of start of assigned shift or within an hour of officer vacating assigned duty station if requested by Jefferson County Chief of Security or an assigned designee. Any officer who has been requested to vacate his post by Jefferson County Chief of Security of an assigned designee for reasons other than to report to another duty station will not be permitted to return unless cleared in writing by said Chief or designee to the vendor.
- Vendor on site Armed Security Officer Supervisor will be responsible for all vendor supplied officers and will report to Jefferson County General Services Chief of Security.
- Vendor must present documentation proving minimum qualifications of each officer to General Services Chief of Security prior to

each officer being allowed to work on County premises.

KNOWLEDGE AND SKILLS REQUIRED FOR ARMED SECURITY OFFICERS

- a. Knowledge of principles, practices and procedures used in security work
- b. Knowledge of rules and regulations governing vehicle traffic movement and parking, control of visitor traffic, safety, fire and disaster procedures.
- c. Ability to respond to emergency situations.
- d. Ability to communicate both orally and in writing.
- e. Ability to establish and maintain working relationships with other employees and the public.
- f. Ability to enforce rules and regulations of the Jefferson County Commission.

KNOWLEDGE AND SKILLS REQUIRED FOR ARMED

- a. Knowledge of principles, practices and procedures used in security work.
- b. Knowledge of rules and regulations governing vehicle traffic movement and parking, control of visitor traffic, safety, fire and disaster procedures.

Ability to supervise subordinate personnel.

- d. Ability to respond to emergency situations.
- e. Ability to communicate both orally and in writing
- f. Ability to establish and maintain working relationships with other employees and the public.
- g. Ability to enforce rules and regulations of the Jefferson County Commission and Jefferson County General Services Department.

Ability to maintain records, payroll, sick time and vacation schedules for five or more security officers.

3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to render professional security personnel to the General Services Department at any time after the effective date of this Contract. The completion date of all services under this Contract is six (6) months from the date of Commission approval.

4. **COMPENSATION:** Not to exceed \$250,000(See Price Schedule herein in Exhibit A (ITB Vendor Response)

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 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.

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. **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.

8. **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.

9. **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.

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

11. **LIABILITY:** The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY. The Contractor will indemnify and hold harmless the COUNTY, its elected officials and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of the Contractor, its agents, subcontractors or employees under this Contract.

12. **HOLD HARMLESS AND INDEMNIFICATION:** Contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and

all loss expense or damage, including court cost and attorney's fees, for liability claimed against or imposed upon County because of bodily injury, death or property damage, real or personal, including loss of use thereof arising out of or as a consequence of the breach of any duty or obligations of the contracting party included in this agreement, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Integrator, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement, or arising out of Worker's Compensation claims, Unemployment Compensation claims, or Unemployment Disability compensation claims of employees of company and/or its subcontractors or claims under similar such laws or obligations. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees. Before beginning work, contract party shall file with the County a certificate from his insurer showing the amounts of insurance carried and the risk covered thereby. Liability insurance coverage must be no less than \$1,000,000. During performance the company must effect and maintain insurance from a company licensed to do business in the State of Alabama. Coverage required includes 1) Comprehensive General Liability; 2) Comprehensive Automobile Liability; 3) Worker's Compensation and Employer's Liability.

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

14. INSURANCE: Contractor will maintain such insurance as will protect him and the County from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama. Evidence of insurance will be furnished to the Purchasing Agent not later than seven (7) days after purchase order date Contractor must have adequate General and Professional liability insurance of \$1,000,000 per occurrence.

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

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

16. ASSIGNMENT No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize the Successful Offeror to subcontract (assign) any portion of this contract, the Successful Offeror will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Successful Offeror must maintain a continuous effective business relationship with the sub-contractors) including, but not limited to, regular payment of all monies owed to any sub-contractor. Failure to comply requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.

17. STATEMENT OF COMPLIANCE WITH ALABAMA CODE SECTION 31-13-9

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

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

_____, Authorized Representative or Contractor (Organization)

JEFFERSON COUNTY, ALABAMA:

James A. Stephens, President - Jefferson County Commission

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

Dec-18-2014-1102

WHEREAS, the Jefferson County Commission adopted a Community Grant Program and Funding Guidelines ("Program"); and
WHEREAS, under this Program, Project Hopewell ("Hopewell") applied for a grant of funds for \$10,000.00; and
WHEREAS, Hopewell is a 501 (c)(3) organization which meets the eligibility requirements of the Program; and
WHEREAS, Sandra Little Brown has recommended funding of \$10,000.00 to Hopewell, and the grant of such funds serves a good and sufficient public purpose;

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President of the Jefferson County Commission is authorized execute an Agreement with Project Hopewell, Inc. granting \$10,000.00 to serve its nutrition feeding program for the children of Jefferson County.

Community Grant Agreement

This Agreement is between the Jefferson County Commission ("Commission") and Project Hopewell Inc. ("Hopewell"). Pursuant to the Jefferson County Commission Community Grant Program and its funding guidelines, Commissioner Sandra Little Brown has recommended and the Commission hereby grants an amount of Ten Thousand Dollars and 00/100 (\$10,000.00), to Hopewell, a 501 (c)(3) organization, eligible to receive funds under the County's Community Grant Program.

Hopewell provides services to children in the Jefferson County community through a nutrition feeding program. The \$10,000.00 grant will be used to continue the current nutrition program and expand services to other children in need of the program. Hopewell has shown it meets all of the qualifications required by the Jefferson County Commission Community Grant guidelines and agrees to abide by all of the conditions set forth in the guidelines (a true and correct copy of which is attached as Exhibit A), including, but not limited to an evaluation, final report, and audit process.

James A. Stephens, President Jefferson County Commission

Ava Wise, Executive Director - Project Hopewell, Inc.

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

Dec-18-2014-1103

WHEREAS, the Jefferson County Commission adopted a Community Grant Program and Funding Guidelines ("Program"); and
WHEREAS, under this Program, Crossroads to Intervention, Inc. ("Crossroads") applied for a grant of funds for \$10,000.00; and
WHEREAS, Crossroads is a 501(c)(3) organization which meets the eligibility requirements of the Program; and
WHEREAS, Sandra Little Brown has recommended funding of \$10,000.00 to Crossroads, and the grant of such funds serves a good and sufficient public purpose.

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President of the Jefferson County Commission is authorized execute an Agreement with Crossroads to Intervention, Inc. granting \$10,000.00 to Crossroads to serve the youth in Jefferson County who have issues with alcohol and drugs, violence, anger management, and criminal offenses.

Community Grant Agreement

This Agreement is between the Jefferson County Commission ("Commission") and Crossroads To Intervention, Inc. ("Crossroads"). Pursuant to the Jefferson County Commission Community Grant Program and its funding guidelines, Commissioner Sandra Little Brown has recommended and the Commission hereby grants an amount of Ten Thousand Dollars and 00/100 (\$10,000.00), to Crossroads, a 501 (c)(3) organization, eligible to receive funds under the County's Community Grant Program.

Crossroads is a community development organization that serves individuals that have issues such as alcohol and drugs, anger management, child custody, domestic violence and various criminal offenses. The \$10,000.00 grant will be used to pay the fee for thirty three (33) clients who are residents of Jefferson County, between the ages of 12-20, or deemed indigent by the Courts to participate in an eight (8) week course. The course targets the following: Overview of the number of lives claimed by weapons i.e. guns, knives, box cutters; Culture: school, community and family; Legal issues: charges pertaining to possessing a firearm illegally; Impact: how committing a crime with a gun will change your life, the family, and community; Safety: reporting suspicious activity and tips for licensed citizens.

Crossroads has shown it meets all of the qualifications required by the Jefferson County Commission Community Grant guidelines and agrees to abide by all of the conditions set forth in the guidelines (a true and correct copy of which is attached as Exhibit A), including, but not limited to an evaluation, final report, and audit process.

James A. Stephens, President of Jefferson County Commission

Twanna Morton - Crossroads To Intervention, Inc.

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

Dec-18-2014-1104

WHEREAS, Legal Services are required in support of Jefferson County's Community & Economic Development Programs; and
WHEREAS, the work covered by this Contract is being assisted under Title I of the Housing and Community Development Act of 1974, (P.L. 93-383) as amended, the HOME Investment Partnership Program under Title II of the Cranston-Gonzalez National Affordable Housing Act as amended (Title II, Publ. L. 101-625, originally approved November 28, 1990, 104 Stat. 4094-4128, 42 U.S.C. 12701-12839) and Title III of Division B of the Housing and Economic Recovery Act of 2008, funds obtained through the Economic Development Administration and other public and private grant funds and is subject to all applicable Federal Laws and regulations; and

WHEREAS, Jefferson County has issued a Request for Proposals for Legal Services; and

WHEREAS, The Parker Law Firm, LLC was selected through the Request for Proposals process.

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION of Jefferson County, Alabama that the President of the County Commission is authorized and hereby directed to execute the Agreement between Jefferson County and The Parker Law Firm, LLC to perform said Legal Services in an amount not to exceed \$25,000.00 in support of Jefferson County's Community & Economic Development Programs.

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

Dec-18-2014-1105

WHEREAS, the Consolidated Plan regulations at 24 CFR 91.520 require grantees to provide a summary of progress in carrying out the strategic plan and action plan components of the Consolidated Plan through Consolidated Annual Performance and Evaluation Reports; and

WHEREAS, the Annual Performance and Evaluation Report contains a summary of resources and programmatic accomplishments, the status of actions taken during the year to implement our overall strategy, and a self-evaluation of progress made during the past year; and

WHEREAS, Jefferson County is a recipient of CDBG, HOME and ESG entitlement funds and has certified that it will comply with the regulations, policies, guidelines and requirements with respect to the acceptance and use of such funds.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to sign the Consolidated Annual Performance and Evaluation Report [CAPER] for Program Year 2013.

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

Dec-18-2014-1106

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

License Agreement and Implementation Services Proposal with High Ground for the Rapid Alert and Notification System for the period January 1, 2015 - December 31, 2015 in the amount of \$2,495.

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

Dec-18-2014-1107

WHEREAS, Jefferson County Commission, through the Human Resources Department, desires to amend the contract for Temporary Staffing Services with AMT Medical Staffing, and

WHEREAS, the purpose for this amendment is to add additional funds \$1,300,000.00 for the period of January 17, 2014 through January 16, 2015. The new total contract amount shall be \$1,500,000.00. Human Resources does not maintain a budget for this contract. The contract is used on an as-needed basis and paid by the utilizing department.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be authorized to execute the amendment with AMT Medical Staffing.

Contract ID: CON-00004712

Bid: 184-12

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and between Jefferson County, Alabama (hereinafter called "the County") and AMT Medical Staffing (hereinafter called "AMT").

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract.

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

The contract between the parties which was approved by the Jefferson County Commission on January 17, 2013, at M.B. 164, Pg. 272 - 275, is hereby amended as follows:

- To provide additional funds for the remainder of the contract period through 1/16/2015 in the amount of \$1,300,000.00 for temporary staffing services.
- All other terms and conditions to the original contract remain the same.

JEFFERSON COUNTY, ALABAMA

James A. Stephens, Commission President

CONTRACTOR:

Amy Disney, AMT Representative

AMT Medical Staffing

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

Dec-18-2014-1108

Contract ID: 00006880

Alabama Department of Senior Services

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Grant Agreement between Jefferson County, Alabama by and through the Office of Senior Citizen Services and the Alabama Department of Senior Services (ADSS) for the Emergency Preparedness Program to purchase and distribute lanterns/batteries and/or first aid kits to those living alone and at greatest risk of sheltering in place during a crisis or inclement weather event in the amount of \$3,606.

GRANT AGREEMENT

This Grant Agreement is entered into by and between the Alabama Department of Senior Services, hereinafter referred to as "ADSS" and the Office of Senior Citizens Services, hereinafter referred to as "Grantee" for the Emergency Preparedness Program. It is understood that funding comes from the Alabama Department of Public Health, Center for Emergency Preparedness through a cooperative agreement from the Office of the Assistant Secretary for Preparedness and Response (5U90TP000500-03; CFDA #93.889).

PURPOSE: The grantee will be responsible for purchasing and distributing lanterns/batteries and/or first aid kits to those living alone and at greatest risk of sheltering in place during a crisis or inclement weather event. The Grantee is also charged with presenting preparedness education or training at venues attended by seniors and persons with disabilities.

TERM OF AGREEMENT: The performance of this agreement shall cover the period from execution of this agreement through June 30, 2015 or any time prior if the funds for this grant are no longer available or other conditions or circumstances should cause this grant to be altered, modified, extended or terminated. This agreement is conditional upon the availability of funds. Should funds become unavailable during the term of the grant agreement, the grant agreement shall terminate upon notice by ADSS. Statutory and regulatory requirements of 45 CFR Part 74 or 92 directly apply to this grant.

PAYMENT: Funds for this Grant Agreement period shall not exceed \$3,606.00. Funds will be used for the purpose of this agreement only and shall be paid upon submission of a cash draw down form. All funds must be spent or obligated no later than June 30, 2015.

CONTINGENCY CLAUSE: It is expressly understood and mutually agreed that any ADSS commitment of funds herein shall be contingent upon the receipt and availability by ADSS of funds under the program for which this Grant Agreement is made. Should funds become unavailable during the term of the grant agreement the grant agreement shall terminate upon notice by ADSS.

REPORTING: Grantee must keep a record of the individuals that lantern/batteries/and/or first aid kits are given to and maintain a log of attendees that are presented with preparedness training. Copies of attendance logs, purchase invoices, distribution records, etc. shall be shared with ADSS upon completion of the grant period. A cumulative narrative shall be distributed to ADSS no later than July 31, 2015. Grantee agrees to meet all other program reporting requirements and deadlines as set out by ADSS Fiscal and Program Divisions. Quarterly program and financial reports will be submitted on the 21st of the month following the end of the quarter. Reporting will be accurate and true.

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

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

AMENDMENTS: No alteration or variation of the terms of the grant shall be valid unless made in writing and duly signed by the parties thereto. The grant may be amended by written agreement duly executed by the parties or in the event of program changes by the Federal Government. Any such amendment shall specify the date its provisions shall be effective as agreed to by the parties.

TERMINATION: Upon a material breach by Grantee, ADSS shall immediately have the right to terminate this grant. Either party to this grant may terminate this grant upon provision of thirty (30) days prior written notice.

IMMIGRATION LAW COMPLIANCE: Grantee hereby certifies compliance with the requirements of §31-13-9(a) and (b), Code of Alabama 1975, as amended and has provided proper documentation to ADSS. By signing this agreement, the grantee affirms, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an un-authorized alien within the state of Alabama. Furthermore, if grantee is found to be in violation of this provision it shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

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

DEBARMENT: The Grantee, by signing this agreement, certifies it is not barred from bidding for or entering into this agreement and the Grantee acknowledges that ADSS may declare the agreement void if the certification completed is false.

REGISTRATION: All organizations receiving Federal financial awards (i.e., grant, cooperative agreement, contract) or sub awards must have a DUNS (Data Universal Numbering System) and be registered with the CCR (Central Contractor Registration) as outlined in 2 CFR Part 25, Financial Assistance Use of Universal Identifier and Central Contractor Registration.

WHISTLEBLOWER: Grantees are hereby given notice that the 48 CFR §3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Whistleblower Protections," of the National Defense Authorization Act applies to this award.

ALABAMA DEPARTMENT OF SENIOR SERVICES

Todd Russell
(for Legal Compliance/Form)

GRANTEE
James A. Stephens, President - Jefferson County Commission

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 1 to the Agreements between Jefferson County, Alabama, by and through the Office of Senior Citizen Services and the following to provide funding for the operation of senior citizen centers for FY2014-2015 in the amount of \$10,000 each.

City of Brighton	City of Leeds	Western Area YMCA
City of Clay	City of Tarrant	Town of Kimberly
City of Fultondale	First United Presbyterian Church	Town of Sylvan Spring
City of Fultondale (Mt. Olive)	Hopewell Baptist Church	
City of Gardendale	Jefferson County Housing Authority - Spring Gardens	
City of Graysville	Lowe Town Community Development	
City of Hoover	New Hope West Senior Nutrition Center	
City of Hueytown	St. John Baptist Church Nutrition Center	

CONTRACT AMENDMENT NO. 1

This Amendment to Contract entered into this 1st day of October, 2014 between Jefferson County, Alabama by and through the Jefferson County Office of Senior Citizens Services (OSCS) hereinafter referred to as "the County" and _____, referred to as the "Agency".

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Agency wishes to amend the Contract.

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

The Contract between the parties entered into on the 1st day of October, 2013, which was approved by the Commission and recorded in Minute Book 165 page 448, is hereby amended as follows:

Term is extended for an additional year and services shall commence on October 1, 2014 and end on September 30, 2015.

The dates for the center holiday are as follows:

November 11 th	Veteran’s Day (observed)
November 27 th & 28 th	Thanksgiving
December 24 th - 31 st	Christmas Holiday
January 1 st - 2 nd	New Years
January 19 th	Martin Luther King Day
April 3 rd	Good Friday Easter (observed)
May 25 th	Memorial Day
July 3 rd	Independence Day
September 7 th	Labor Day

Centers must maintain a minimum attendance of 25 seniors in order to remain opened.

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

JEFFERSON COUNTY COMMISSION

James A. Stephens, President

AGENCY

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama, by and through the Office of Senior Citizen Services and Birmingham Regional Paratransit Consortium, d/b/a ClasTran to provide transportation services for FY2014-2015 in the amount of \$309,000.

PARATRANSIT SERVICES AGREEMENT

WHEREAS, ClasTran receives matching federal funding under Section 5310 of the Safe Accountable Efficient Transportation Equity Act - A Legacy for Users (SAFETA-LU) program; and

WHEREAS, the Regional Planning Commission of Greater Birmingham (RPCGB), in accordance with the requirements of SAFETEA-LU, has developed a plan titled Coordinated Human Service Transportation: A Plan for Coordinating Human Service Transportation in Central Alabama and updated in 2010 as Human Services Coordinated Transportation Plan (HSCTP); and

WHEREAS, the HSCPT "aims to improve quality, efficiency, and mobility of transportation services for all citizens in the Greater Birmingham area, it is specifically designed to improve services for transportation disadvantaged individuals by ensuring that communities coordinate transportation resources" to achieve the "most appropriate and cost-effective transportation possible with available resources"; and

WHEREAS, "transportation disadvantaged individuals" not only includes individuals with disabilities or those using wheelchairs, but also those who are unable to transport themselves or to purchase transportation due to their age, health, or physical limitations; and

WHEREAS, demographic analysis has found that Jefferson County has the highest percentage of transportation disadvantaged individuals in the six-county region, with 21,306 households or 45,800 people having no vehicle available for their use, as well as a significant gap in available transportation services, leaving many residents with unmet transportation needs; and

WHEREAS, the Jefferson County Commission (the "Commission"), through the Office of Senior Citizens Services (OSCS) operates Senior Citizens Centers in partnership with local municipalities as well as non-governmental sponsors to provide social, cultural and related activities, as well as a congregate meals program for residents of the County who are 60 years of age and over; and

WHEREAS, the passage of MAP-21 (Moving Ahead for Progress in the 21st Century) in July 2012 transformed 49 USC Section 5310 from Elderly Individuals and Individuals with Disabilities Program to the Enhanced Mobility of Seniors and Individuals with Disabilities program with the objective of enhancing the mobility for seniors and persons with disabilities by providing funds for programs to serve the special needs of transit-dependent populations beyond traditional public transportation services and ADA complementary Paratransit services; and

WHEREAS, Title 49 USC Section 5310 authorizes a formula assistance program for the special needs of elderly individuals and individuals with disabilities which the Federal Transit Administration (FTA) refers to as the Section 5310 Program, which funds are awarded to states who then distribute funds for local program services on a 20/80 match of local and federal funds for the purchase of transportation; and

WHEREAS, the Commission also operates Cooper Green Mercy Health Services (CGMHS), an ambulatory and Urgent Care facility that provides healthcare services to qualified indigent residents of the County who are 18 years of age and over; and

WHEREAS, the Commission finds that said Paratransit service is a public purpose and it is in the best interest of the County to provide such services for its citizens.

NOW, THEREFORE, in consideration of the above, the parties hereto agree to the following:

1. SCOPE OF SERVICES: ClasTran agrees to provide transportation services Monday through Friday, to and from the senior centers (congregate meal sites) identified in the list attached hereto as Exhibit A, including at least two (2) field trips per fiscal year per center. ClasTran shall provide up to 36,000 trips annually (approximately 9,000 trips per quarter) to the senior centers for the base compensation set forth below. All senior center participants shall arrive at, and depart from the centers on a schedule to be determined jointly by the Office of Senior Citizen Services and ClasTran. These senior centers are exclusive of those centers within the corporate limits of Birmingham, Alabama which will be serviced by a separate contract between ClasTran and the City of Birmingham.

Any request for additional group trips above 36,000 to and from senior centers outside of those regularly scheduled trips identified above, for which Jefferson County would be financially responsible, must first be approved in writing by the Director (or his/her designee) of the Jefferson County Office of Senior Citizens Services prior to said trip. If the additional requested trip(s) is/are not approved or denied in writing by the Director of the Jefferson County Office of Senior Citizen Services (or his or her designee) within 24 hours prior to the scheduled departure time for the trip, said trip shall be deemed to have been approved, and ClasTran will be authorized to conduct the trip and be compensated therefore by Jefferson County.

2. COMPENSATION: Jefferson County Commission shall provide to ClasTran \$309,000 in base compensation for transportation services to the senior centers (maximum 36,000 trips annually), and \$8.66 per person for additional transportation services. This compensation is estimated to draw down approximately \$1,236,000 in federal funds under the 5310 program, for an estimated total of \$1,173,000, which amount is exclusive of any other local matching and federal 5310 funds ClasTran may receive.

Any request for payment for any additional trips for group trips to and from senior centers outside of those regularly scheduled trips identified in Section 1, "Scope of Services", will not be considered for payment unless said trips were pre-approved as provided in said Section 1, and the documentation evidencing said trips and required by Jefferson County is supplied. If the total number of group trips (including any additional group trips authorized in accordance with Section 1) exceeds 36,000 trips during the term of this Contract, Jefferson County will compensate ClasTran at the rate of \$8.66 per person for each such group trip in excess of 36,000 trips per year. ClasTran will provide documentable evidence of all group trips conducted in excess of 36,000 during the term of this Contract. Jefferson County will make payment for all such excess trips within twenty (20) days after ClasTran submits, and the County approves (which approval will not be unreasonably

withheld or delayed) an invoice therefore.

If the total number of group trips (including any additional group trips authorized in accordance with Section 1 is less than 36,000 trips during the term of this Contract, Clas Tran will refund Jefferson County at the rate of \$8.66 per person for each such group trip less than 36,000 trips per year. The refund to the County will be due within 15 days of the close of the County's fiscal year (September 30 of each year).

Payment for senior center trips (up to 36,000 during the term of this Contract) will be made as follows: \$154,500 at the execution of the contract; \$77,250 on April 1, 2015; and \$77,250 on July 1, 2015.

3. **INDEPENDENT CONTRACTOR:** ClasTran acknowledges and understands that in the performance of this contract ClasTran is an independent contractor and as such, ClasTran is obligated for all applicable federal, state and local taxes, attributable to compensation received from Jefferson County.

4. **TERM:** The term of this contract is October 1, 2014 through September 30, 2015 with renewal, if mutually agreed upon by OSCS and ClasTran with Commission approval, for two (2) additional one (1) year terms not to exceed three (3) full years or a portion thereof, beginning October 1, 2014 and terminating September 30, 2016.

5. **PRODUCTION OF DOCUMENTS:** ClasTran agrees to provide to the County within forty-five (45) days after the execution of this agreement the following information:

- i. Detailed copy of FY 2014 and FY 2015 operating and capital budgets, including annual reports.
- ii. Master list of all riders, by vendor.
- iii. List of all municipal contributions received for FY 14 and FY 15 (including commitments).
- iv. Projected FY 15 5310 match-drawdown by contract.
- v. List of all contracts for service, including amount of contract and type of services provided (example: Jefferson County and City of Birmingham).
- vi. Detailed breakdown of FY 14 5310 match drawdown by contract (example: Jefferson County, City of Birmingham, others).
- vii. Pending litigation (EEO, Environmental Justice, etc.). None
- viii. Complaints and Compliments Log, monthly, commencing January 1, 2015.
- ix. NTD Reporting documentation, monthly, commencing January 1, 2015.
- x. Any known outstanding vehicle concerns (inspection status report of handicap accessible equipment including non-functioning outstanding repairs), commencing January 1, 2015.
- xi. All invoices that are more than thirty (30) days past due related to the 5310 program.
- xii. Accounts receivable for FY2014 match.
- xiii. List of all personnel, identified as full-time or part-time and whether assigned to operations or administration.
- xiv. List of all rolling stock: including but not limited to type, age, mileage, condition, how acquired, status, etc.
- xv. List of transportation contracts, including contract amount of each, number of routes served, volume of riders, etc.
- xvi. Copy of current board membership reflecting date of appointment, expiration, board organization, committee membership, etc.
- xvii. Copy of all Minutes of meetings of the board and committees for FY2014.
- xviii. Copy of most recent audit.

In addition to the above, ClasTran shall submit a monthly report outlining the services provided as required under the terms of the contract.

6. **NON DISCRIMINATION CLAUSE:** ClasTran agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status.

7. **MISCELLANEOUS REQUIREMENTS:** Upon execution of this contract, ClasTran shall furnish the Jefferson County Finance Department with information required for Form 1099 reporting and other pertinent data required by law.

8. **TERMINATION OF CONTRACT:** This contract may be terminated by either party upon a written 30-day notice to the other party regardless of reason. Should either party terminate this contract for convenience the parties agree to reconcile and either refund or issue payment to the other party in accordance with the compensation and reconciliation procedures outlined above.

9. **INSURANCE:** ClasTran will maintain such insurance as will protect it and the County from claims under Workmen's Compensations Acts, and from claims for damages 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 and shall include Jefferson County, Alabama as an Added Additional Insured including a thirty (30) day written cancellation notice.

10. **LIABILITY:** ClasTran shall not without prior written permission of the County specifically authorizing them to do so, represent or hold itself out to others as an agent of or act on behalf of the County. ClasTran will indemnify and hold harmless the County, its elected officials and its employees from claims, suits, actions, damages and costs of every name and description resulting from the performance of ClasTran, its agents, subcontractors or employees under this contract.

11. MAINTENANCE OF RECORDS: ClasTran shall maintain such records and accounts, including property, personnel, payroll, and financial records, as are deemed necessary by the County and identified in Paragraph 5 and the Older Americans Act Title III B. 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 his contract. All pertinent case records for clients must also be maintained.

12. AUDITS AND INSPECTIONS: At any time during normal business hours, and as often as the County may deem necessary, ClasTran 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, and other data relating to matters covered by this contract. ClasTran will allow inspections and audits, on at least two business days written notice, during business hours, for trips to senior centers only.

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 amended by written instrument which has been approved by the County and by ClasTran. Any such amendment shall be signed by both Jefferson County and ClasTran, and will 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. COUNTY FUNDS PAID: ClasTran and the ClasTran representative signed below certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement 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 these officers, partners, owners, agents, representatives, governing body or employees of the governing body of the County or any 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 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.

15. VIOLATION OF CERTIFICATION: Any violation of the certification set forth in Section 14 above, shall constitute a breach and default of this Agreement which shall be cause for termination. Upon such termination ClasTran shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

16. IMMIGRATION LAW COMPLIANCE: Alabama Code § 31-13-9. .By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

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

ClasTran
G. Fenn Church
Jefferson County, Alabama
James A. Stephens, President

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

Dec-18-2014-1111

WHEREAS, Troy Perry has completed a term on the Jefferson County Board of Zoning Adjustment (BZA) and is eligible to fill another term; and

WHEREAS, Mr. Perry has been faithful in his attendance and duties pertaining to such Board, serving as Chairman of the BZA for the past year; and

WHEREAS, Mr. Perry has expressed a desire to continue to serve on the Board.

NOW, THEREFORE, BE IT RESOLVED BE THE JEFFERSON COUNTY COMMISSION that Troy Perry is hereby reappointed to the Jefferson County Board of Zoning Adjustment, for a new term commencing immediately and ending December 31, 2017.

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

Dec-18-2014-1112

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer credit claim of LaBrose Hedgemon is hereby denied.

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

Dec-18-2014-1113

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the personal injury claim of Willie Herman Forrest, III, is hereby denied.

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

Dec-18-2014-1114

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the personal injury claim of Joseph E. Willis is hereby denied.

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

Dec-18-2014-1115

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of James Turner is hereby denied.

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

Dec-18-2014-1116

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Sid Dumas is hereby denied.

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

Dec-18-2014-1117

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim by AFNI Insurance Services is denied.

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

Dec-18-2014-1118

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the Pump Station Emergency Generators - Phase II project, such certified bids having been open on Wednesday, September 24, 2014, and listed as follows:

	Contractor	Amount Bid
1.	Mastin's Inc.	\$ 538,290.00
2.	Stone and Sons Electrical Contractors	\$ 545,670.00

WHEREAS, after tabulation by Krebs Engineering and certification by the Environmental Services staff, it has been recommended that the contract for the Pump Station Emergency Generators - Phase II project be awarded to Mastin's Inc. in the amount of \$538,290.00.

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

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

Dec-18-2014-1119

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the Hoover Area Pump Stations Improvements project, such certified bids having been open on Friday, September 26, 2014, and listed as follows:

	Contractor	Amount Bid
1.	Morgan Contracting, Inc.	\$ 2,581,000.00
2.	Baird Contracting Company, Inc.	\$ 2,676,000.00
3.	Mark Johnson Construction, LLC.	\$ 2,695,000.00
4.	Haren Construction Co.	\$ 2,865,000.00
5.	Bama Utility Contractors, Inc.	\$ 2,950,000.00

WHEREAS, after tabulation by Garver Engineering and certification by the Environmental Services staff, it has been recommended that the contract for the Hoover Area Pump Stations Improvements project be awarded to Morgan Contracting, Inc. in the amount of \$2,581,000.00.

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

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

Dec-18-2014-1120

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the Lincoln Avenue Sewer Improvements project, such certified bids having been open on Wednesday, October 29, 2014 and listed as follows:

	Contractor	Amount Bid
1.	Cleary Construction, Inc.	\$ 4,978,252.00
2.	Jordan Excavating, Inc.	\$ 4,986,247.00
3.	Global Construction, Inc.	\$ 5,255,704.00
4.	Baird Contracting Co., Inc.	\$ 5,283,711.00
5.	Russo Corporation	\$ 5,499,819.72

WHEREAS, after tabulation and certification by Krebs Engineering, Inc. and after review by the Environmental Services staff, it has been recommended that the contract for Lincoln Avenue Sewer Improvements be awarded to Cleary Construction, Inc. in the amount of \$4,978,252.00.

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

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute the Risk Management Plan Compliance Agreement between Jefferson County and AssureCo Risk Management and Regulatory Compliance LLC which was previously approved through Purchase Order 2000079969.

PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT is entered into by Jefferson County Commission, located in Birmingham, Alabama, here-in-after called "JCC" and AssureCo Risk Management and Regulatory Compliance LLC (d/b/a/ MunicipalH20.com); here-in-after called "MHC". In consideration of the terms and conditions herein, the parties agree as follows:

1. SERVICES TO BE PROVIDED BY MHC. In accordance with the terms of this AGREEMENT, JCC agrees to contract with MHC to perform professional services ("Services") related to JCC compliance with EPA Risk Management Program requirements for the following facility:

Village Creek WINTP 1440 Pleasant Hill Road Birmingham AL

Services will be performed using online services available at www.MunicipalH20.com as specified in the attached Exhibit A. MHC shall provide services to JCC as an independent contractor, not as an employee of JCC. All services required hereunder will be performed by MHC or under its supervision.

2. MHC COMPLIANCE GUARANTEE. MHC agrees to pay any and all fines imposed by the Environmental Protection Agency (EPA), or in OSHA-delegated states the responsible state agency, levied on JCC because of JCC's failure to comply with EPA's Risk Management Program rule ("RMP") or the state's equivalent of RMP, provided that the fine is for a failure to comply during the term of MHC's Services, following MHC's completion of the Services specified as part of the Compliance Set-up Services in Exhibit A, and provided that JCC has fully complied with JCC's Compliance Guarantee Requirements specified in Exhibit B. JCC agrees to promptly notify MHC in the event that a fine, otherwise covered by this guaranty, is proposed or levied and further agrees to provide MHC with a copy of the written citation and allow MHC to communicate with EPA or the state agency, in conjunction with JCC, to attempt to negotiate a reduction in the amount of said fine or otherwise mitigate the amount thereof, should MHC, in its sole discretion, choose to do so. Notwithstanding the above provisions, this guaranty shall exclude any fine levied for a violation resulting from any error or omission of JCC: (a) to maintain equipment, and properly document such maintenance, covered by RMP requirements (e.g. such as hoists and chlorine detectors) according to procedures specified by the manufacturer in the owner's manual, and (b) to provide in a timely manner operator procedures training for new operators and refresher training for existing operators and properly document such training as required by RMP. MHC agrees that it is responsible for including such RMP requirements in the written Prevention Program provided to JCC by MHC. This guaranty shall also exclude any fine levied more than one (1) year after the termination of this Agreement for any reason by either party.

3. COMPENSATION. JCC agrees to pay MHC a one-time Setup Fee of \$3,000. Additionally, JCC agrees to pay MHC a monthly fee of \$350 for a first year total cost of \$7,200 (Setup Fee plus 12 months of monthly fees) for the professional services specified in Exhibit A during the term of this AGREEMENT.

COMPENSATION ADJUSTMENT. Under a one-time consulting services project agreement with ICC to complete RMP activities and RMP documentation for the facility, MHC completed initial setup activities and RMP documentation for the facility covered by this AGREEMENT in 20.24 for a fee of \$5,800. MHC will apply the \$5,800 payment received for this one-time service toward the one-time lump sum fee of \$7,200 and send JCC an invoice for the remaining balance of \$1,400 to meet the first year total cost of \$7,200. This payment will provide the benefits of the RMP Compliance Service through March 17, 2015 which is one year from the date the RMP registration associated with the one-time project filed with EPA by MHC was certified by JCC.

Payments are due within thirty (30) days of JCC's receipt of invoice. If services beyond the professional services described in Exhibit A are required by JCC, the time and cost required to perform such services shall be agreed upon by JCC and MHC prior to the initiation of such work. The parties agree that the professional services specified in Exhibit A, with the exception of MHC's presence during an EPA or state inspection, normally can be performed by telephone and through the online services of Municipal H2Q.com. If any of the professional services require a site visit, including during an EPA or state inspection, and if JCC approves the site visit in advance, JCC agrees to reimburse MHC for travel expenses to include mileage expense calculated using current IRS rates (or airfare and rental car if less expensive) and lodging and meals if required to complete the work.

4. COOPERATION. JCC agrees to provide such cooperation and support as reasonably necessary to allow MHC to timely and efficiently complete the required services.

5. TERM AND TERMINATION. The AGREEMENT is effective on the date of signature by JCC and MHC, and extends through March 17, 2015, during which time the AGREEMENT may only be terminated in the event of a material breach of the Agreement, which the defaulting party fails to cure within ten (1p) business days of written notice. The AGREEMENT will automatically renew each year on March 17th, for a one-year term at the monthly fee of \$350, unless written notice is provided to the other party by the party wishing to terminate at

least thirty (30) days prior to the renewal date.

6. CONFIDENTIALITY. The parties to this AGREEMENT agree that neither they nor their employees, agents and assigns shall disclose any information pertaining to the business affairs, finances, methods of operation, computer programs or any personal information of the other, whether written, oral, or otherwise, except where required by law or upon express consent of the other party.

7. NOTICES. Any notices required pursuant to this AGREEMENT shall be mailed to the parties at the following addresses:

AssureCo Risk Management and Regulatory Compliance LLC (MHC):

ARMARC/MunicipalH20
Attention: MHC Business Operations
650 South Shackelford Rd, Suite 325
Little Rock, AR 72211

Jefferson County Commission (JCC):

Jefferson County Commission
Village Creek WWTP
Attention: Plant Supervisor
1440 Pleasant Hill Road
Birmingham, AL 35224

8. MISCELLANEOUS. Nothing under this AGREEMENT shall be construed to give any rights or benefits in this AGREEMENT to anyone other than JCC and MHC, and all duties and responsibilities undertaken pursuant to this AGREEMENT will be for the sole and exclusive benefit of JCC and MHC and not for the benefit of any other party. If any provision of this AGREEMENT is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, it shall be considered severable from the remainder of this AGREEMENT and shall not cause the remainder to be invalid or unenforceable. In such event, the parties shall reform this AGREEMENT to replace such stricken provision with a valid and enforceable provision with comes as close as legally possible to expressing the intention of the stricken provision. This AGREEMENT is governed by the laws of the State of Arkansas and any legal action brought shall be brought in Pulaski County, Arkansas.

This AGREEMENT, together with Exhibit A and Exhibit B attached hereto, constitutes the entire AGREEMENT between JCC and MHC and supersedes all prior written or oral understandings. This AGREEMENT is executed in two counterparts.

IN TESTIMONY HEREOF, the duly authorized representatives of the parties have executed this AGREEMENT as shown below:

Jefferson County Commission (JCC):

James A. Stephens, President

AssureCo Risk Management and Regulatory Compliance LLC (MHC)

_____, VP Business Operations

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

Dec-18-2014-1122

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute an Agreement to Provide Professional Engineering Services for Collection System Asset Management Program between Jefferson County and Hazen & Sawyer, P.C., in the amount of \$12,525,000.00.

AGREEMENT TO PROVIDE
PROFESSIONAL ENGINEERING SERVICES FOR
Jefferson County Environmental Services Department for the
Collection System Asset Management Program

This AGREEMENT, made this the _____ day of _____, 2014, by and between Jefferson COUNTY, in the State of Alabama as Party of the First Part, hereinafter referred to as the COUNTY, and Hazen and Sawyer, P.C. (CONSULTANT) as Party of the Second Part, hereinafter referred to as the CONSULTANT.

WHEREAS, the said CONSULTANT has agreed and by these presents does agree with the COUNTY for the consideration hereinafter mentioned with payment to be administered by the COUNTY to accomplish the analysis and reporting for the Professional Engineering Services for the Collection System Asset Management Program as outlined in the Scope of Work.

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

between the parties as follows:

ARTICLE I – SCOPE OF WORK

The CONSULTANT, in the accomplishment of work under this AGREEMENT shall meet the requirements for conformance with the standards adopted by the COUNTY and ascertain the written practices of the Jefferson County Environmental Services Department prior to beginning any work on this project.

This project will enable the COUNTY to best manage its sanitary sewer collection system through the continuance of an effective Asset Management Program (AMP). The project will expand the Pilot Asset Management Program (AMP) County-Wide, leveraging previously developed tools, processes, and procedures developed under the previous Pilot Asset Management Contract.

AMP services will be provided by the CONSULTANT for a variety of professional engineering and related duties including general AMP management and implementation; collection system operational, capacity and structural engineering assessments; rehabilitation and replacement (R&R) design, planning, implementation, and management; detailed design phase management; construction engineering services and construction observation oversight; Capital Improvement Program (CIP) support; and miscellaneous support services. Each of these types of services will be provided by the CONSULTANT working in concert with COUNTY, the AMP architect/engineer design sub-consultants (A/E Design Consultant), and construction contractors' (Contractor) staff(s).

SECTION 1 – OBLIGATION OF CONSULTANT TO COUNTY

The CONSULTANT will perform the following engineering services:

As described in Exhibit B – Scope of Work

SECTION 2 – OBLIGATION OF THE COUNTY TO THE CONSULTANT

It is understood that the COUNTY will:

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

SECTION 3 – CONFERENCES AND VISITS TO SITE

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

ARTICLE II – TIME OF BEGINNING AND COMPLETION

The CONSULTANT agrees to start work on the professional services outlined under Article I of this AGREEMENT within ten (10) days after receipt of written notice from the COUNTY to proceed. The COUNTY will not notify the CONSULTANT to commence work until this AGREEMENT has been formally approved by both parties.

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

In case the COUNTY deems it advisable or necessary in the execution of the work to make any alteration which will increase or

decrease the scope of work outlined in this AGREEMENT, the time limits specified herein may be adjusted in accordance with Article IV, Section 1.

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

ARTICLE III – PAYMENT

SECTION 1 – FEE

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

For the work contemplated under Article I, Section 1, compensation shall be computed on the basis of a Cost Not to Exceed contract to be paid by monthly invoice at the schedule of standard charges attached as Exhibit A. The contract shall include a maximum engineering cost of six million five hundred twenty-five thousand and 00/100 dollars (\$6,525,000.00) for AMP services plus an additional six million (\$6,000,000.00) for A/E Design Consultants under an allowance. The total contract amount shall not exceed twelve million five hundred twenty-five thousand and 00/100 dollars (\$12,525,000.00). This contract amount shall not be exceeded except by formal amendment to this agreement.

The above represents the CONSULTANT'S best estimate of anticipated hours and costs to perform this contract. Actual project time will be determined at a later date, which could decrease the above contract amount. Payment shall be made, not more often than once monthly, in amounts evidenced by the submittal of vouchers and invoices by the CONSULTANT to the COUNTY and along with other evidence of performance as the COUNTY may deem necessary. The COUNTY shall pay the CONSULTANT within ten (10) days of receipt of the CONSULTANT's payment request by the COUNTY Finance Department.

SECTION 2 – FINAL ACCEPTANCE

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

ARTICLE IV – MISCELLANEOUS PROVISIONS

SECTION 1 – CHANGES OF WORK

If, during the term of this AGREEMENT, additional services are required of the CONSULTANT other than those specified above or major changes in the work become necessary or desirable, the COUNTY may order, in writing, the CONSULTANT to perform such services or make such changes. If the CONSULTANT is of the opinion that the work he has been directed to perform is beyond the scope of this AGREEMENT and constitutes extra work, the CONSULTANT will, within ten (10) days, notify the COUNTY in writing and receive approval from the COUNTY prior to performing such work. In the event the COUNTY determines that such work does constitute extra work, additional time for completion of contract may be given and payment for the additional work shall be negotiated by Supplemental Agreement prior to work being undertaken by the CONSULTANT. Likewise, during the term of this AGREEMENT, any service specified may be deleted and/or reduced at the discretion of the COUNTY. If such deletion or reduction becomes desirable, the CONSULTANT will be given advance notice and an equitable reduction in the CONSULTANT'S fee or cost ceiling will be made on a proportionate basis.

SECTION 2 – OWNERSHIP OF ENGINEERING DOCUMENTS

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

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

SECTION 3 – CONSULTANT'S ENDORSEMENT

The CONSULTANT or designated A/E Design Consultants 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 or designated A/E Design Consultants.

SECTION 4 - DELAYS AND EXTENSIONS

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

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

SECTION 5 – TERMINATION OR ABANDONMENT

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

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

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

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

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

SECTION 6 – TERMINATION OF CONTRACT FOR BREACH

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

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

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

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

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

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

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

SECTION 7 – CONTROVERSY

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

SECTION 8 – RESPONSIBILITY FOR CLAIMS AND LIABILITY

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

2. The CONSULTANT agrees to indemnify, hold harmless and defend the COUNTY, its elected officials, officers and employees (hereinafter referred to in this paragraph collectively as "COUNTY"), from and against any and all loss, expense against or imposed upon COUNTY because of bodily injury, death or property damage, real or personal, including loss of use thereof arising out of or as a consequence of breach of any duty or obligation of the CONSULTANT included in this AGREEMENT, negligent acts, errors or omissions including engineering design even though such injuries or death or damage to property is claimed to be due to the negligent acts, errors or omissions of the CONSULTANT, his subcontractors, the Contractor, his subcontractor, the COUNTY, its elected officials, officers or employees. Nothing contained in this paragraph should be construed to obligate CONSULTANT to indemnify the COUNTY for its own negligence, the negligence of its contractors or subcontractors or others.

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

General Liability and Property Damage.....	\$300,000.00
Automobile and Truck Bodily Injury Liability.....	\$300,000.00
Workers Compensation.....	Statutory
Project Specific Professional Liability.....	\$5,000,000.00

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

SECTION 9 - GENERAL COMPLIANCE WITH LAWS

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

SECTION 10 - SUBLETTING, ASSIGNMENT OR TRANSFER

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

SECTION 11 - EMPLOYMENT OF COUNTY WORKERS

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

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

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

SECTION 12 – CONTROL

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

SECTION 13 - CONDITIONS AFFECTING WORK

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

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

A. Non-Discrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, creed, color, sex, national origin, or disability in the selection and detention of subcontractors, including procurement of materials and lease of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964 or the Equal Opportunity Provisions of Executive Order 11246 of September 24, 1965. The CONSULTANT must execute the EEO certification attached hereto as Exhibit C as

required by Jefferson County Commission Administrative Order AO-2008-4.

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

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

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

SECTION 14 - GOVERNING LAW/DISPUTE RESOLUTION

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

ARTICLE V

SECTION 1 - EXECUTORY CLAUSE

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

ARTICLE VI

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures, Hazen and Sawyer, P.C. on the ____ day of _____ 2014, and the COUNTY on the ____ day of _____ 2014.

Ronald Taylor, Vice President

Hazen and Sawyer, P.C.

RECOMMENDED:

David Denard, Director of Environmental Services

ATTEST:

JEFFERSON COUNTY COMMISSION

Minute Clerk

W.D. Carrington, President

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

Dec-18-2014-1123

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:	December 5, 2014			
Purpose:	Payment of Storm Water Fees and Taxes for the Department of Roads and Transportation and General Services and the Department of Environmental Services - November 2014			
		2014 Storm Water Fees and Taxes		\$3,297.78
		Rds. and Transportation - General Services - (Separate Check)		
Fund	Bus Area	GL	Cost/Fund	Functional Area
1013000000	5300	515710	5300000000	THRO
		2014 Storm Water Fees and Taxes		\$4,904.20
		Environmental Services - (Separate Check)		

Fund	Bus. Area	GL	Cost/Fund	Functional Area
7034000000	7100	515710	7100000000	ESSA
Amount:	\$8,201.98 - Total to be paid on separate checks as referenced			
Pay to the Order of	J. T. Smallwood, Tax Collector			
Mailing Address:	Courthouse			
	Room 160			

Check Delivery Code 84

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

Dec-18-2014-1124

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:	December 5, 2014		
Purpose:	Payment to Charles D. Sublett for acquired Right-of-Way and TCE - Tr 50		
	Parcel 1: Right-of-Way contains 0.069 acres more or less, and the TCE contains 0.125 acres		
	Parcel 2: Right-of-Way contains 0.006 acres, more or less, and the TCE contains 0.055 acres		
	(site address) – 3412 Conley Rd, Hoover, AL 35226		
	Proj. No. STPBH-7020(601) – Pat. Chapel Rd - Ph. III	Agent: Alan K. Dodd	
Price:	\$22,000.00		
Pay to the order of:	Charles D. Sublett		
Mailing Address:	3412 Conley 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 Carrington seconded by Commissioner Knight that the above resolution be adopted. Voting "Aye" Carrington, Knight, Bowman, Brown and Stephens.

Dec-18-2014-1125

BE IT RESOLVED, by the County Commission of Jefferson County, Alabama, as follows:

1. That the County enter into a Supplemental Agreement Number 3 with the State of Alabama, acting by and through the Alabama Department of Transportation amending an original Agreement dated April 6, 2005, Supplemental Agreement Number 1 dated March 22, 2007, and Supplemental Agreement Number 2 dated August 17, 2011, for:
Right-of-Way Acquisition Program, Project STPBH-5939 (200), Project Reference Number 100045964 to widen CR-29 from Heatherwood Drive to Acton Road to include a bridge replacement over the Cahaba River in Jefferson County; which Agreement is before this Commission.
2. That the Agreement be executed in the name of the County, by the President, for and on its behalf;
3. That the Agreement be attested by the County Clerk and the seal of the County affixed thereto

BE IT FURTHER RESOLVED, that upon the completion of the execution of the Agreement by all parties, that a copy of such Agreement be kept on file by the County Clerk.

Passed, adopted, and approved this 18th day of December, 2014

ATTESTED:
County Clerk

James A. Stephens,
President, Jefferson County Commission

AGREEMENT FOR RIGHT-OF-WAY ACQUISITION BETWEEN THE STATE OF ALABAMA

AND

JEFFERSON COUNTY, ALABAMA

Project STPBH-5939 (200)

Project Reference Number 100045964

Widen CR-29 from Heatherwood Drive to Acton Road to Include a Bridge Replacement over Cahaba River in Jefferson County

SUPPLEMENTAL AGREEMENT NUMBER 3

THIS SUPPLEMENTAL AGREEMENT is made and entered into by and between the State of Alabama, acting by and through the Alabama Department of Transportation, hereinafter referred to as STATE; and Jefferson County, Alabama, hereinafter referred to as COUNTY.

WHEREAS, the STATE and COUNTY entered into a right-of-way acquisition program to widen CR-29 from Heatherwood Drive to Acton Road to include a bridge replacement over the Cahaba River in Jefferson County, effective April 6, 2005, and

WHEREAS, the STATE and COUNTY desire to amend the Agreement entered into on April 6, 2005, Supplemental Agreement Number 1 dated March 22, 2007, and Supplemental Agreement Number 2 dated August 17, 2011, by execution of this Supplemental Agreement.

NOW, THEREFORE, the parties hereto, for, and in consideration of the premises stated do hereby mutually promise, stipulate, and agree that the foregoing Agreement between the parties dated April 6, 2005, Supplemental Agreement Number 1 dated March 22, 2007, and Supplemental Agreement Number 2 dated August 17, 2011, be and the same is hereby amended in the following respects:

1. Paragraph 17 of the foregoing Agreement is hereby amended to read as follows:

This Agreement will remain in effect, unless otherwise terminated by either party upon the delivery of a thirty (30) day notice of termination.

2. All other and remaining terms of the Agreement of April 6, 2005, shall remain the same.

IN WITNESS WHEREOF, the parties hereto cause this Agreement to be executed by those officers, officials, and persons thereunto duly authorized, and the Agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of the approval of the Governor of Alabama.

ATTEST:

JEFFERSON COUNTY, ALABAMA

County Clerk

James A. Stephens, President - Jefferson County Commission

BY: Chief Counsel, Jim R. Ippolito, Jr.

RECOMMENDED FOR APPROVAL:

Division Engineer, Brian C. Davis

Multimodal Transportation Engineer, Robert J. Jilla

Chief Engineer, Ronald L. Baldwin, P. E.

STATE OF ALABAMA ACTING BY AND THROUGH THE
ALABAMA DEPARTMENT OF TRANSPORTATION

Transportation Director, John R. Cooper

The foregoing Agreement is hereby approved by the Governor of the State of Alabama this day of , 20
GOVERNOR OF ALABAMA, ROBERT BENTLEY

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

Dec-18-2014-1126

BE IT RESOLVED, by the County Commission of Jefferson County, Alabama, as follows:

1. That the County enters into a Supplemental Agreement Number 3 with the State of Alabama, acting by and through the Alabama Department of Transportation amending an original Agreement dated August 26, 2003, Supplemental Agreement Number I dated April 6, 2007, and Supplemental Agreement Number 2 dated August 17, 2011, for:

Construction Agreement, for Project STPBH-5939 (200), Project Reference Number 100007540 to widen CR-29 from Heatherwood Drive to Acton Road to include a bridge replacement over the Cahaba River in Jefferson County; which Agreement is before this Commission.

2. That the Agreement be executed in the name of the County, by the President, for and on its behalf.

3. That the Agreement be attested by the County Clerk and the seal of the County affixed thereto

BE IT FURTHER RESOLVED, that upon the completion of the execution of the Agreement by all parties, that a copy of such

Agreement be kept on file by the County Clerk. Passed, adopted, and approved this 18th day of December, 2014

ATTESTED:
County Clerk

James A. Stephens
President, Jefferson County Commission

AGREEMENT FOR CONSTRUCTION BETWEEN THE STATE OF ALABAMA
AND

JEFFERSON COUNTY, ALABAMA

Project STPBH-5939 (200)

Project Reference Number 100007540 Widen CR-29 from Heatherwood Drive to Acton Road to Include a Bridge Replacement over the
Cahaba River in Jefferson County

SUPPLEMENTAL AGREEMENT NUMBER 3

THIS SUPPLEMENTAL AGREEMENT is made and entered into by and between the State of Alabama, acting by and through the Alabama Department of Transportation, hereinafter referred to as STATE; and Jefferson County, Alabama, hereinafter referred to as COUNTY.

WHEREAS, the STATE and COUNTY entered into a construction program to widen CR-29 from Heatherwood Drive to Acton Road to include a bridge replacement over the Cahaba River in Jefferson County, effective August 26, 2003, and

WHEREAS, the STATE and COUNTY desire to amend the Agreement entered into on August 26, 2003, Supplemental Agreement Number 1 dated April 6, 2007, and Supplemental Agreement Number 2 dated August 17, 2011, by execution of this Supplemental Agreement.

NOW, THEREFORE, the parties hereto, for, and in consideration of the premises stated do hereby mutually promise, stipulate, and agree that the foregoing Agreement between the parties dated August 26, 2003, Supplemental Agreement Number 1 dated April 6, 2007, and Supplemental Agreement Number 2 dated August 17, 2011, be and the same is hereby amended in the following respects:

1. Paragraph 13 of the foregoing Agreement is hereby amended to read as follows:

This Agreement will remain in effect, unless otherwise terminated by either party upon the delivery of a thirty (30) day notice of termination.

2. All other and remaining terms of the Agreement of August 26, 2003, shall remain the same.

IN WITNESS WHEREOF, the parties hereto cause this Agreement to be executed by those officers, officials, and persons thereunto duly authorized, and the Agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of the approval of the Governor of Alabama.

follows:

ATTEST:

JEFFERSON COUNTY, ALABAMA

County Clerk

James A. Stephens, President - Jefferson County Commission

BY: Chief Counsel, Jim R. Ippolito, Jr.

RECOMMENDED FOR APPROVAL:

Division Engineer, Brian C. Davis

Multimodal Transportation Engineer, Robert J. Jilla

Chief Engineer, Ronald L. Baldwin, P. E.

STATE OF ALABAMA ACTING BY AND THROUGH THE
ALABAMA DEPARTMENT OF TRANSPORTATION
Transportation Director, John R. Cooper

The foregoing Agreement is hereby approved by the Governor of the State of Alabama this day of _____, 20

GOVERNOR OF ALABAMA, ROBERT BENTLEY

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

Dec-18-2014-1127

BE IT RESOLVED, by the County Commission of Jefferson County, Alabama, as follows:

1. That the County enters into a Supplemental Agreement Number 5 with the State of Alabama, acting by and through the Alabama Department of Transportation amending an original Agreement dated February 18, 1997, Supplemental Agreement Number I dated July 8, 1999, Supplemental Agreement 2 dated March 27, 2003, Supplemental Agreement Number 3 dated March 29, 2007, and Supplemental Agreement Number 4 dated August 9, 2011, for:

Construction Program, Project STPBH-9802 (924), Project Reference Number 100007629 for Jefferson County TOPICS (Phase 8)

Intersection Improvements in Jefferson County; which Agreement is before this Commission.

- 2. That the Agreement be executed in the name of the County, by the President, for and on its behalf.
- 3. That the Agreement be attested by the County Clerk and the seal of the County affixed thereto

BE IT FURTHER RESOLVED, that upon the completion of the execution of the Agreement by all parties, that a copy of such Agreement be kept on file by the County Clerk.

Passed, adopted, and approved this 18th day of December, 2014

ATTESTED:
County Clerk

James A. Stephens
President, Jefferson County Commission

AGREEMENT FOR CONSTRUCTION BETWEEN THE STATE OF ALABAMA
AND
JEFFERSON COUNTY, ALABAMA
Project STPBH-9802 (924)
Project Reference Number 100007629
Jefferson County TOPICS (Phase 8) Intersection Improvements in Jefferson County
SUPPLEMENTAL AGREEMENT NUMBER 5

THIS SUPPLEMENTAL AGREEMENT is made and entered into by and between the State of Alabama, acting by and through the Alabama Department of Transportation, hereinafter referred to as STATE; and Jefferson County, Alabama, hereinafter referred to as COUNTY.

WHEREAS, the STATE and COUNTY entered into a right-of-way acquisition and construction program for Jefferson County TOPICS (Phase 8) Intersection Improvements in Jefferson County, effective February 18, 1997, and

WHEREAS, the STATE and COUNTY desire to amend the Agreement entered into on February 18, 1997, Supplemental Agreement Number 1 dated July 8, 1999, Supplemental Agreement Number 2 dated March 27, 2003, Supplemental Agreement Number 3 dated March 29, 2007, and Supplemental Agreement Number 4 dated August 9, 2011, by execution of this Supplemental Agreement.

NOW, THEREFORE, the parties hereto, for, and in consideration of the premises stated do hereby mutually promise, stipulate, and agree that the foregoing Agreement between the parties dated February 18, 1997, Supplemental Agreement Number 1 dated July 8, 1999, Supplemental Agreement Number 2 dated March 27, 2003, Supplemental Agreement Number 3 dated March 29, 2007, and Supplemental Agreement Number 4 dated August 9, 2011, be and the same is hereby amended in the following respects:

- 1. Paragraph 15 of the foregoing Agreement is hereby amended to read as follows:

This Agreement will remain in effect, unless otherwise terminated by either party upon the delivery of a thirty (30) day notice of termination.

- 2. All other and remaining terms of the Agreement of February 18, 1997, shall remain the same.

IN WITNESS WHEREOF, the parties hereto cause this Agreement to be executed by those officers, officials, and persons thereunto duly authorized, and the Agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of the approval of the Governor of Alabama.

ATTEST:
County Clerk

JEFFERSON COUNTY, ALABAMA
James A. Stephens, President - Jefferson County Commission

BY: Chief Counsel, Jim R. Ippolito, Jr.

RECOMMENDED FOR APPROVAL:

Division Engineer, Brian C. Davis
Multimodal Transportation Engineer, Robert J. Jilla
Chief Engineer, Ronald L. Baldwin, P. E.

STATE OF ALABAMA ACTING BY AND THROUGH THE
ALABAMA DEPARTMENT OF TRANSPORTATION
Transportation Director, John R. Cooper

The foregoing Agreement is hereby approved by the Governor of the State of Alabama this day of _____, 20
GOVERNOR OF ALABAMA, ROBERT BENTLEY

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

BE IT RESOLVED, by the County Commission of Jefferson County, Alabama, as follows:

1. That the County enters into a Supplemental Agreement Number 2 with the State of Alabama, acting by and through the Alabama Department of Transportation amending an original Agreement dated July 8, 2010, and Supplemental Agreement Number 1 dated November 29, 2011, for:

Construction Agreement, for Project STPBH-7002 (600), Project Reference Number 100007542 for improvements on Morgan Road from I-459 to South Shade Crest Road in Jefferson County; which Agreement is before this Commission.

2. That the Agreement be executed in the name of the County, by the President, for and on its behalf.

3. That the Agreement be attested by the County Clerk and the seal of the County affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the Agreement by all parties, that a copy of such Agreement be kept on file by the County Clerk.

Passed, adopted, and approved this 18th day of December, 2014

ATTESTED:

James A. Stephens

County Clerk

President, Jefferson County Commission

AGREEMENT FOR CONSTRUCTION BETWEEN THE STATE OF ALABAMA

AND

JEFFERSON COUNTY, ALABAMA

Project STPBH-7002 (600)

Project Reference Number 100007542

Improvements on Morgan Road from I-459 to South Shade Crest Road in Jefferson County

SUPPLEMENTAL AGREEMENT NUMBER 2

THIS SUPPLEMENTAL AGREEMENT is made and entered into by and between the State of Alabama, acting by and through the Alabama Department of Transportation, hereinafter referred to as STATE; and Jefferson County, Alabama, hereinafter referred to as COUNTY.

WHEREAS, the STATE and COUNTY entered into a construction program for improvements on Morgan Road from I-459 to South Shade Crest Road in Jefferson County, effective July 8, 2010, and

WHEREAS, the STATE and COUNTY desire to amend the Agreement entered into on July 8, 2010, by execution of this Supplemental Agreement.

NOW, THEREFORE, the parties hereto, for, and in consideration of the premises stated do hereby mutually promise, stipulate, and agree that the foregoing Agreement between the parties dated July 8, 2010, and Supplemental Agreement Number 1 dated November 29, 2011, be and the same is hereby amended in the following respects:

1. Page 4, paragraph 13 of the foregoing Agreement is hereby amended to read as follows:

This Agreement will remain in effect, unless otherwise terminated by either party upon the delivery of a thirty (30) day notice of termination.

2. All other and remaining terms of the Agreement of July 8, 2010, and Supplemental Agreement Number 1 dated November 29, 2011, shall remain the same.

IN WITNESS WHEREOF, the parties hereto cause this Agreement to be executed by those officers, officials, and persons thereunto duly authorized, and the Agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of the approval of the Governor of Alabama.

ATTEST:

JEFFERSON COUNTY, ALABAMA

County Clerk

James A. Stephens, President - Jefferson County Commission

BY: Chief Counsel, Jim R. Ippolito, Jr.

RECOMMENDED FOR APPROVAL:

Division Engineer, Brian C. Davis

Multimodal Transportation Engineer, Robert J. Jilla

Chief Engineer, Ronald L. Baldwin, P. E.

STATE OF ALABAMA ACTING BY AND THROUGH THE

ALABAMA DEPARTMENT OF TRANSPORTATION

Transportation Director, John R. Cooper

The foregoing Agreement is hereby approved by the Governor of the State of Alabama this day of , 20

GOVERNOR OF ALABAMA, ROBERT BENTLEY

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

Dec-18-2014-1129

BE IT RESOLVED, by the County Commission of Jefferson County, Alabama as follows:

1. That the County enters into an Agreement with the State of Alabama, acting by and through the Alabama Department of Transportation for: Utility and Construction Agreement for Project STPBH-CN17 (), Project Reference Numbers 100056488 and 100056489 for Galleria Boulevard extension from CR-458 (Lorna Road) to SR-150 in Jefferson County; which Agreement is before this Commission.
2. That the Agreement be executed in the name of the County, by its President of the County Commission, for and on its behalf;
3. That the Agreement be attested by the County Clerk and the seal of the County affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the Agreement by all parties, that a copy of such Agreement be kept on file by the County Clerk.

Passed, adopted, and approved this 18th day of December, 2014

ATTESTED:
County Clerk

James A. Stephens
President

AGREEMENT FOR UTILITY AND CONSTRUCTION
 BETWEEN THE STATE OF ALABAMA
 AND
 JEFFERSON COUNTY, ALABAMA
 Project STPBH-CN17 ()
 Project Reference Number 100056488
 Project Reference Number 100056489
 Galleria Boulevard Extension from CR-458
 (Lorna Road) to SR-150 in Jefferson County

THIS AGREEMENT is made and entered into by and between the State of Alabama, acting by and through the Alabama Department of Transportation, hereinafter referred to as STATE; and Jefferson County, Alabama, hereinafter referred to as COUNTY; in cooperation with the United States Department of Transportation, Federal Highway Administration, hereinafter referred to as the FHWA; and

WHEREAS, a Transportation Improvement Program has been developed for the Birmingham Urbanized Area and certain transportation improvements and priorities are listed therein; and

WHEREAS, it is in the public interest for the STATE and the COUNTY to cooperate toward the implementation of the Transportation Improvement Program; and

WHEREAS, the STATE and COUNTY desire to cooperate in a utility and construction program for Galleria Boulevard extension from CR-45 8 (Lorna Road) to SR-150 in Jefferson County.

NOW, THEREFORE, the parties hereto, for, and in consideration of the premises stated herein do hereby mutually promise, stipulate, and agree as follows:

- (1) This Agreement will cover utilities and all aspects of construction for the proposed improvements, including construction engineering and inspection during the course of the work, all in accordance with plans approved by the STATE.
- (2) Funding for this Agreement is subject to availability of Federal Aid funds at the time of authorization by FHWA. Any deficiency in Federal Aid, or overrun in construction costs will be borne by the COUNTY. In the event of an underrun in construction costs, the amount of Federal Aid funds will be 80 percent of eligible costs.
- (3) The Project will be administered by the STATE and all cost will be financed, when eligible for Federal participation, on the basis of 80 percent Federal funds and 20 percent COUNTY funds. The estimated cost and participation by the various parties are as follows:

	Total Estimated	Estimated Federal Funds	Estimated COUNTY Funds
Utilities	\$500,000	\$400,000	\$100,000
Construction, including engineering and inspection	\$4,000,000	\$3,200 000	\$800,000
TOTAL	\$4,500,000	\$3,600,000	\$900,000

It is understood that the above is an estimate only, and in the event the final cost exceeds the estimate, the COUNTY will be billed for its proportional share as above noted and the COUNTY agrees to pay same to STATE; or in event the cost is less than the estimate, the COUNTY will receive a refund accordingly from the STATE.

(4) Any cost for work not eligible for Federal reimbursement will be financed 100 percent by the COUNTY, which payment will be reflected in the final audit.

(5) The COUNTY will coordinate any required adjustments to utilities with the utility company involved in accordance with usual STATE procedures. Any utility expenses involved which are eligible for STATE reimbursement or payment under State law will be considered as a part of the Project cost and will be paid as provided herein, with the COUNTY paying its proportional share. The STATE will not be liable for utility expenses which are not eligible for STATE reimbursement or payment under State law.

(6) The performance of the work covered by this Agreement will be in accordance with the current regulations and requirements of the STATE and FHWA.

(7) The construction of the improvements will be by contract and the STATE will be responsible for advertisement and receipt of bids and for the award of the contract. Following receipt of bids and prior to the award of the contract, the STATE will invoice the COUNTY for its prorata share of the estimated construction cost as reflected by the bid of the successful bidder plus engineering and inspection cost, and the COUNTY will promptly pay this estimated cost before award of the contract. The STATE will not award the contract until it is in receipt of the estimated cost payable by the COUNTY as reflected by the bid of the successful bidder, plus the engineering and inspection cost. All required off-site testing shall be the responsibility of the Alabama Department of Transportation. All on-site engineering, inspection, and testing (including obtaining and delivery of test specimens to the Alabama Department of Transportation testing facility) shall be the responsibility of the COUNTY or its designated representative.

(8) Upon completion and acceptance of the work by the STATE, the COUNTY will assume full responsibility for maintenance of that part of the facility which is not part of the State Highway Maintenance System.

(9) It is clearly understood by the parties that the STATE does not commit any STATE or Federal funds beyond those mentioned herein.

(10) A final audit will be made of all Project records after completion of the Project and a copy will be furnished to the Department of Examiners of Public Accounts, in accordance with Act 1994, No. 94-414. A final financial settlement will be made between the parties as reflected by the audit and this Agreement.

(11) The COUNTY will be responsible at all times for all of the work performed under this Agreement and, the COUNTY 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 action, 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 Agreement.

(12) By entering into this Agreement, the COUNTY is not an agent of the STATE, its officers, employees, agents or assigns. The COUNTY is an independent entity from the STATE and nothing in this Agreement creates an agency relationship between the parties.

(13) 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.

(14) The terms of this Agreement may be modified by supplemental agreement duly executed by the parties hereto.

(15) This Agreement will remain in effect, unless otherwise terminated by either party upon the delivery of a thirty (30) day notice of termination.

(16) Nothing will be construed under the terms of this Agreement by the STATE or the COUNTY that will cause any conflict with Section 23-1-63, Code of Alabama (7/24'h Law).

(17) Exhibits M and N are attached and hereby made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto cause this Agreement to be executed by those officers, officials, and persons thereunto duly authorized, and the Agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of approval of the Governor of Alabama.

ATTEST:

COUNTY Clerk

APPROVED AS TO FORM:

BY: Chief Counsel, Jim R. Ippolito, Jr.

RECOMMENDED FOR APPROVAL:

Division Engineer, Brian C. Davis

Multimodal Transportation Engineer,

Robert J. Jilla

Chief Engineer, Ronald L. Baldwin, P. E.

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President, County Commission of Jefferson County

STATE OF ALABAMA ACTING BY AND THROUGH THE ALABAMA DEPARTMENT OF TRANSPORTATION

Transportation Director, John R. Cooper

The foregoing Agreement is hereby approved by the Governor of the State of Alabama this day of _____, 20

GOVERNOR OF ALABAMA, ROBERT BENTLEY

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

Dec-18-2014-1130

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Agreements between Jefferson County and the following contractors to establish standard labor rates for diagnostics, maintenance, body work, unforeseen and emergency repairs and OEM/miscellaneous parts discounts which allow the Roads and Transportation Fleet Division to efficiently complete work order requests for County vehicle maintenance and repair beginning upon approval and ending one year after approval and/or September 30, 2017 in an amount as indicated yearly.

- | | |
|--|---|
| Big Moe Spring & Alignment - \$5,000 | Trussville Collision - \$20,000 |
| Cahaba Tractor Company - \$5,000 | Saab Tire Company - \$20,000 |
| Huntsville Tractor & Equipment Company - \$5,000 | Premiere Chevrolet - \$20,000 |
| Alabama Jack Company - \$6,000 | Premiere Chevrolet - \$20,000 |
| Wade's Collision Repair, Inc. - \$8,000 | Sansom Equipment Company - \$20,000 |
| Big Moe Springs & Alignment- \$8,000 | Wade's Collision Repair - \$20,000 |
| Warrior Tractor & Equipment - \$10,000 | Terex Utilities, Inc. - \$30,000 |
| Warrior Tractor & Equipment - \$10,000 | Altec Industries - \$30,000 |
| Trussville Collison - \$10,000 | Trackworx Kenworth - \$30,000 |
| Cowin Equipment Company - \$10,000 | Benchmark Automotive Group - \$40,000 |
| Cahaba Tractor Company - \$10,000 | Coblentz Equipment & Parts Co. - \$40,000 |
| Goff's Radiator & Electric - \$10,000 | S & H Glass Co., LLC - \$40,000 |
| Weil Wrecker - \$15,000 | Trussville Collision - \$45,000 |
| Gooch Paint & Body, Inc. - \$15,000 | Bessemer CHR, LLC - \$45,000 |
| Gooch Paint & Body, Inc. - \$15,000 | Brannon Honda - \$45,000 |
| Huntsville Tractor & Equipment - \$15,000 | Dewey Barber Chevrolet - \$45,000 |
| Cowin Equipment Company - \$20,000 | Jim Skinner Ford - \$45,000 |
| Big Moe Spring & Alignment - \$20,000 | Town & Country Ford - \$45,000 |
| Altec Industries - \$20,000 | Serra Honda - \$45,000 |
| Sansom Equipment Company - \$20,000 | Adamson Ford - \$45,000 |
| Jim Skinner Ford - \$20,000 | Premiere Chevrolet - \$45,000 |
| Town & County Ford - \$20,000 | Southland International - \$50,000 |
| Bessemer CHR, LLC - \$20,000 | Thompson Tractor - \$50,000 |
| Brannon Honda - \$20,000 | Southland International - \$50,000 |
| Serra Honda - \$20,000 | Terex Utilities, Inc. - \$50,000 |
| Adamson Ford - \$20,000 | Thompson Tractor - \$60,000 |
| Dewey Barber Chevrolet - \$20,000 | Novatec, Inc. - \$60,000 |
| Tractor & Equipment Company - \$20,000 | Tractor & Equipment Co. - \$70,000 |

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

Dec-18-2014-1131

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the liquor application submitted by ARSH Enterprises Inc., applicant; Murad Nooruddin, President/Store Manager, d/b/a Warrior River BP, located at 6598 Warrior Road, Bessemer, AL , 35023 for an (050) Retail Beer (off premises only) and (070) Retail Table Wine (off premises only) license, be and hereby is approved.

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

Dec-18-2014-1132

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

Agreement with Everbridge to provide an emergency notification system for a period of one year in the amount of \$148,000.

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

Dec-18-2014-1133

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that commencing with the beginning of the current pay period the salaries for the following positions in the District 5 commission office are hereby set as follows, said amounts being within the FY2014-2015 budget for such office:

(1)Appointed Confidential Secretary: \$61,300 per annum

(2) Appointed Administrative Assistant: \$84,000 per annum

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

Dec-18-2014-1134

WHEREAS, Jefferson County recently upgraded its decades old software and hardware relating to the processing of motor vehicle registrations and renewals; and

WHEREAS, there was an unquestionable need to modernize Jefferson County's motor vehicle registration and renewal system; and

WHEREAS, the process of modernizing Jefferson County's motor vehicle registration and renewal system was complicated by a shortage of available General Fund dollars due to an economic downturn and the loss of a major source of revenue in 2010; and

WHEREAS, Tuscaloosa County assisted Jefferson County's efforts to modernize its motor vehicle registration renewal system by offering Jefferson County a new, high-quality software package for the price of one-dollar; and

WHEREAS, Jefferson County had no other low cost alternatives as it sought to improve the quality of motor vehicle registration and renewal services provided to its citizens; and

WHEREAS, in addition to providing Jefferson County the upgraded software at a de minimis cost, Tuscaloosa County generously allowed Jefferson County employees to test drive the software onsite in Tuscaloosa; and

WHEREAS, Tuscaloosa County also sent its own employees to Jefferson County in order to train Jefferson County employees on the use of the software; and

WHEREAS, Jefferson County's new motor vehicle registration and renewal system helped to significantly decrease wait times at all courthouse locations and increased customer service levels; and

WHEREAS, Tuscaloosa County's willingness to help Jefferson County in a time of need is an excellent example of regional cooperation.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission does hereby extend

its sincere thanks and gratitude to Tuscaloosa County for the invaluable assistance provided.

SIGNED by the Jefferson County Commission in Birmingham, Alabama, on this date the 18th day of December 2014.

James A. Stephens, President

Sandra Little Brown, President Pro Tempore

George F. Bowman, Commissioner

David Carrington, Commissioner

T. Joe Knight, Commissioner

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

Dec-18-2014-1135

WHEREAS, the Jefferson County Commission supports economic and business development in Jefferson County; and
WHEREAS, Jefferson County is authorized under Amendment 772 of the Alabama Constitution to grant public funds for economic development of the County if the expenditure of public funds serves a valid and sufficient public purpose; and

WHEREAS, Integrated Medical Systems International, Inc. ("IMS"), the Birmingham, Alabama based subsidiary of STERIS Corporation, a long time global leader in infection prevention, contamination control, and surgical and critical care technologies is expanding its operations in Jefferson County and the City of Birmingham; and

WHEREAS, this expansion project ("Project") will involve an anticipated investment from IMS of \$8,000,000 and is expected to create an additional 100 or more jobs in the next three (3) years; and

WHEREAS, it is projected that the County will gain \$564,437 in new revenue from the Project over an eleven (11) year period consisting of \$57,635 in general revenue and \$506,802 in educational revenue; and

WHEREAS, the State of Alabama, the City of Birmingham, the Birmingham Business Alliance and AIDT all support the IMS expansion project in Birmingham and Jefferson County and are committing monetary and/or other economic grants and incentives to IMS; and

WHEREAS, an assessment and evaluation required by the County's Fiscal Policy has been performed and on December 5, 2014, a notice was published in the Birmingham News, which newspaper has the largest circulation in Jefferson County, Alabama, at least seven (7) days prior to this regularly scheduled Commission Meeting on December 18, 2014, at 9:00 a.m., as required by Amendment 772 of the Alabama Constitution. (A true and correct copy of said publication is attached hereto as Exhibit A. - on file in the Minute Clerk's Office)

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is hereby authorized to enter into a Development Agreement with IMS to provide economic incentives of \$50,000 to IMS to be paid upon the Completion Date of the Project, said Completion Date being the time a Certificate of Occupancy is issued for the last improvements at the project site as more fully set forth in the Development Agreement. The payment of said incentives are further tied to new job creation over a specified time period and IMS remaining in business for a period of at least five (5) years.

The public benefits sought to be achieved by the proposed grant of public funds are capital expenditures by IMS within the County; the promotion, advancement and growth of the economic development of the County; as well as the prosperity and welfare of its citizens, the creation of new jobs and tax revenues to the County, the foregoing being direct benefits to the County and its residents. The expenditure of public funds will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities. For purposes of Amendment 772 to the Constitution of Alabama of 1901, the entity to whom or for whose benefit the County is lending its credit or grant funds or things of value is to IMS.

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

JEFFERSON COUNTY COMMISSION
Finance Department
Unusual Demands
12/18/2014

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	Doc No
DISTRICT 1	1000193	JEFFERSON CO TREASURER	TRAINING FOR ELECTRICIAMS FOR STATE OF ALA (IAEI)	GEN SVCS: ADMIN	60.00	1900084315
DISTRICT 1	1000193	JEFFERSON CO TREASURER	CHRISTMAS DECORATIONS FOR BIRMINGHAM COURTHOUSE	GEN SVCS: ADMIN	26.94	1900085952
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PLUMBER RE-CERT-BURR AND REPLACED DRILL FOR SHOP	GEN SVCS: ADMIN	449.75	1900085910
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCHASE OF RECYCLE BULBS FOR GSOC	GEN SVCS: ADMIN	351.98	1900085979

DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCHASE OF A HEATER FOR BHCH PARKING DECK	GEN SVCS: ADMIN	23.56	1900085911
DISTRICT 1	1000193	JEFFERSON CO TREASURER	BRADS, STAPLES AND DRAW RUNNERS FOR REVENUE	GEN SVCS: ADMIN	249.60	1900086180
DISTRICT 1	1000193	JEFFERSON CO TREASURER	MORGUE SUPPLIES (HANGERS)	CORONER/MED EXAM	40.76	1900085902
DISTRICT 1	1000193	JEFFERSON CO TREASURER	FOUR BAGS OF CONCRETE FOR BURIAL MARKERS	GEN SVCS: ADMIN	15.96	1900085935
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCHASE OF HATCHET, METAL STUDS&SCREWS, & FAUCET	GEN SVCS: ADMIN	146.89	1900086340
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCHASE OF A PADDLE VALVE FOR BESS JAIL.	GEN SVCS: ADMIN	207.00	1900086287
DISTRICT 1	1000193	JEFFERSON CO TREASURER	KEY BLANKS FOR BIRMINGHAM JAIL	GEN SVCS: ADMIN	41.20	1900086301
DISTRICT 1	1000193	JEFFERSON CO TREASURER	CITY OF BIRMINGHAM INSPECTION COST FOR SATURDAY.	GEN SVCS: ADMIN	200.00	1900086300
DISTRICT 1	1000193	JEFFERSON CO TREASURER	TREE BLANKET FOR CHRISTMAS DECOR AT BHCH	GEN SVCS: ADMIN	19.96	1900086209
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCHASE OF TECH SCREWS FOR COOPER GREEN	CGH: CENTRAL OPER	28.90	1900086430
*DISTRICT 1					1,862.50	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	REIMBURSEMENT FOR KEITH STROTHER FOR SUPPLIES	ECON DEV WRKFORCE INV	27.96	1900085914
DISTRICT 2	1000193	JEFFERSON CO TREASURER	REIMBURSEMENT FOR KEITH STROTHER FOR SUPPLIES	ECON DEV WRKFORCE INV	34.95	1900085915
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH: LEAK TEST - HOUSING DIVISION	COMMUNITY DEV	41.00	1900086185
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PURCHASE OF TAPCON SCREWS AND WOVEN METAL.	FC ADMINISTRATION	502.32	1900086292
*DISTRICT 2					606.23	
DISTRICT 3	1000193	JEFFERSON CO TREASURER	DRILL BIT SHARPENER - CAMP KETONA	R&T: HIWAY ENG & CONST	129.99	1900084346
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PETTY CASH-TRAVEL REIMBURSEMENT-BRANDON GRAY	SHERIFF ENFORCE-BHAM	1.10	1900084075
DISTRICT 3	1000193	JEFFERSON CO TREASURER	FITTINGS, FILTER, EPOXY	ES: TRUSSVILLE WWTP	132.77	1900084289
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PETTY CASH-TRAVEL REIMBURSEMENT-L BONNER	SHERIFF ENFORCE-BHAM	11.40	1900084074
DISTRICT 3	1000193	JEFFERSON CO TREASURER	VEHICLE ID PLATES,FUSE,TAPE	SHERIFF ENFORCE-BHAM	63.88	1900084316
DISTRICT 3	1000193	JEFFERSON CO TREASURER	INK,PRINTER,LEVIES	SHERIFF ENFORCE-BHAM	237.95	1900084274
DISTRICT 3	1000193	JEFFERSON CO TREASURER	VEHICLE TAGS, OFFICE SUPPLIES, CHARGER, TRUCK PIPE	FLEET MGMT: ADMIN	129.48	1900084277
DISTRICT 3	1000193	JEFFERSON CO TREASURER	3" HOSE FITTING, ANTIFREEZE, POSTAGE -CAMP KETONA	R&T: HIWAY MAINT-KETONA	66.10	1900084158
DISTRICT 3	1000193	JEFFERSON CO TREASURER	SAMPLE JUGS	ES: CAHABA RIVER WWTP	73.03	1900086167
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PLASTIC BOTTLES, CORD, PLUMBING PARTS, ROPE	ES: VILLAGE CREEK WWTP	333.48	1900086007
DISTRICT 3	1000193	JEFFERSON CO TREASURER	ICEMAKER FILTER,PVC ADAPTER,V-BELTS,1/4" TUBING &	ES: PKAGE WWTP & PUMP STA	326.46	1900086176
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PROPANE GAS - TRAFFIC DIVISION;	R&T: TRAFFIC ENG	61.82	1900085956
DISTRICT 3	1000193	JEFFERSON CO TREASURER	CERTIFICATION RENEWAL	ES: TRUSSVILLE WWTP	60.00	1900086174
DISTRICT 3	1000193	JEFFERSON CO TREASURER	MEMBERSHIP DUES;MEDICAL SUPPLIES;	ES: FIVE MILE CREEK WWTP	322.30	1900086177
DISTRICT 3	1000193	JEFFERSON CO TREASURER	POSTAGE FOR DOCUMENTS SENT TO EPA	ES: SANITATION ADMIN	35.13	1900085895
DISTRICT 3	1000193	JEFFERSON CO TREASURER	WILLIAM MORROW'S GRADE IV RENEWAL	ES: SANITATION ADMIN	80.00	1900086165
DISTRICT 3	1000193	JEFFERSON CO TREASURER	CDL LICENSE & TEST FEES - CAMP KETONA	R&T: HIWAY MAINT-KETONA	78.50	1900086179
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REPAIR KIT,RINGHONE,ACID,BOLT,FITTINGS	ES: VILLAGE MAINT SHOP	236.12	1900085913
DISTRICT 3	1000193	JEFFERSON CO TREASURER	ANTIFREEZE;ANCHOR;FBRGLS;HOSE;HEX;GAUGES;NUTS;	ES: FIVE MILE CREEK WWTP	216.69	1900085908
DISTRICT 3	1000193	JEFFERSON CO TREASURER	MOUSE, BLUETOOTH, NUTS & BOLTS	R&T: HIWAY MAINT-KETONA	164.35	1900085907
DISTRICT 3	1000193	JEFFERSON CO TREASURER	KEYS,GROMMET REPAIR KIT, FUELINE, CHAIN, HERBICIDE	R&T: HIWAY MAINT-BESS	130.19	1900085937
DISTRICT 3	1000193	JEFFERSON CO TREASURER	HAND CLEANER, PLASTIC BOTTLES	ES: VILLAGE CREEK WWTP	316.80	1900086022
DISTRICT 3	1000193	JEFFERSON CO TREASURER	CERTIFICATION AND SEALANT	ES: TRUSSVILLE WWTP	89.69	1900085931
DISTRICT 3	1000193	JEFFERSON CO TREASURER	CERTIFIED MAIL, WIRELESS MOUSE, NUTS/BOLTS, WATCH	R&T: HIWAY ENG & CONSTR	58.45	1900085957
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PETTY CASH FOR MOUSE	STORM WATER MGT DEPT	14.99	1900085930
DISTRICT 3	1000193	JEFFERSON CO TREASURER	WQT2K QUANTI-TRAY 2000	ES: BARTON LAB	196.35	1900085932
DISTRICT 3	1000193	JEFFERSON CO TREASURER	COPPER FITTINGS	ES: CAHABA RIVER WWTP	9.09	1900086166
DISTRICT 3	1000193	JEFFERSON CO TREASURER	POSTAGE,SAND,METAL,CARDBRD	SHERIFF ENFORCE-BHAM	132.34	1900085943
DISTRICT 3	1000193	JEFFERSON CO TREASURER	CDL DRIVERS LICENSE RENEWAL	ES: BIOSOLIDS HANDLING	20.00	1900085936
DISTRICT 3	1000193	JEFFERSON CO TREASURER	20 REWRITABLE DVDS	ES: SANITATION ADMINI	74.96	1900085946
DISTRICT 3	1000193	JEFFERSON CO TREASURER	SAMPLE BOTTLES	ES: CAHABA RIVER WWTP	108.00	1900086181
DISTRICT 3	1000193	JEFFERSON CO TREASURER	DRAIN OPENER	ES: CAHABA RIVER WWTP	35.51	1900086182
DISTRICT 3	1000193	JEFFERSON CO TREASURER	CONCRETE, MAILBOX, LUMBER SUPPLIES - CAMP BESSEMER	R&T: HIWAY MAINT-BESS	79.89	1900086435
DISTRICT 3	1000193	JEFFERSON CO TREASURER	CONTROLLER CME PARTS;	ES: FIVE MILE CREEK WWTP	402.10	1900086442
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REPLACE INK PAD FOR STAMP	SHERIFF ENFORCE-BHAM	12.00	1900086187
DISTRICT 3	1000193	JEFFERSON CO TREASURER	HEATER FITTINGS SLEEVES BOLTS HOSE BATTERY PAINT	ES: VALLEY CREEK WWTP	1,210.48	1900086302
DISTRICT 3	1000193	JEFFERSON CO TREASURER	TRAVEL MILEAGE;PARKING FEE;	ES: FIVE MILE CREEK WWTP	56.04	1900086443
DISTRICT 3	1020018	NATNAL BUSINESS INSTITUTE	ATTORNEYS' GUIDE TO LOCAL GOV LAW SHIP ID#1527531	COUNTY ATTORNEY	366.95	1900086290
*DISTRICT 3					6,074.38	
DISTRICT 4	1000193	JEFFERSON CO TREASURER	2015 STATE OF AL PROFESSIONAL ENGINEER LICENSE	LAND DEVELOPMENT	45.00	1900085947
DISTRICT 4	1030625	DEBORAH LYNN GWIN	SAFE ROOM REIMBURSEMENT - DEBORAH GWIN	EMA	2,782.50	1900086184
DISTRICT 4	1030737	VIRGESTINE D BONE	SAFE ROOM REIMBURSEMENT - VIRGESTINE BONE	EMA	4,000.00	1900086183
*DISTRICT 4					6,827.50	
DISTRICT 5	1000193	JEFFERSON CO TREASURER	REVENUE-REIM. POSTAGE-TITLE APP. REMITS (OCT)	REVENUE	89.77	1900085898
DISTRICT 5	1000193	JEFFERSON CO TREASURER	REVENUE-RETURN AUDIT-W.S. MOORE 8/10-8/16 MO.	REVENUE	14.22	1900085899
DISTRICT 5	1000193	JEFFERSON CO TREASURER	REVENUE-REIMB. MILEAGE-AUDITORS	REVENUE	121.91	1900085909
DISTRICT 5	1000193	JEFFERSON CO TREASURER	TRAVEL REIMBURSEMENT FOR ALI SHEIKZENODDIN TO CA	INFO TECH: SYS DEV & ADMIN	7.70	1900086029
DISTRICT 5	1000193	JEFFERSON CO TREASURER	REVENUE-REIM. POSTAGE-TITLE APP. REMIT(NOV)	REVENUE	52.01	1900086305
DISTRICT 5	1003510	EDGAR RAY WOODIS JR	REVENUE-RETURN AUDIT-E. WOODIS DOC#19-81938	REVENUE	71.88	1900085900
*DISTRICT 5					357.49	
**					15,728.10	

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

Dec-18-2014-1136

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 11/24/14 - 12/1/14

- COMMUNITY AND ECONOMIC DEVELOPMENT FROM JONES VALLEY INDUSTRIAL CONSTRUCTION LLC, PELHAM, AL, TO AWARD BID FOR DEMOLITION SERVICES ON AS NEEDED BASIS FOR THE PERIOD OF 12/18/14 – 12/17/14. REFERENCE BID # 6-15R
- YOUTH DETENTION CENTER AND PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM CENTRAL PAPER COMPANY INCORPORATED, BIRMINGHAM, AL, TO AWARD BID FOR FOODSERVICE DISPOSABLE SUPPLIES TO BE ORDERED AS NEEDED FOR THE PERIOD UNTIL 9/30/15. REFERENCE BID # 147-14
- ENVIRONMENTAL SERVICES (BARTON LABORATORY) FROM CC LYNCH AND ASSOCIATES, PASS CHRISTIAN, MS, OPEN PURCHASE ORDER TO PURCHASE LABORATORY SUPPLIES FOR THE PERIOD OF 10/01/14 – 9/30/15. SAP PURCHASE ORDER # 2000082807 \$9,000.00 TOTAL
- COOPER GREEN MERCY HEALTH SERVICES (STORES) FROM UNITED PARCEL SERVICE, PHILADELPHIA, PA, CHANGE ORDER TO ADD FUNDS TO EXISTING OPEN PURCHASE ORDER FOR UPS PICKUP SERVICE AT CGMH FOR

THE PERIOD OF 10/01/14 – 9/30/15. SAP PURCHASE ORDER # 2000075622 CHANGE ORDER \$3,500.00
PURCHASE ORDER \$8,400.00 TOTAL

For Week of 12/2/14 - 12/8/14

1. ENVIRONMENTAL SERVICE DEPARTMENT FROM ADCO COMPANIES LTD, BESSEMER, AL, TO AWARD BID FOR BOILER RETUBING, REMOVAL AND REINSTALLING NEW TUBES ON WATERSIDE AND FRESIDE OF A 600 HP HEWANE BOILER. REFERENCE BID # 160-14 \$72,918.00 TOTAL
2. COMMUNITY AND ECONOMIC DEVELOPMENT FROM UNCH INCORPORATED, BIRMINGHAM, AL, TO AWARD BID FOR HOUSING REHABILITATION FOR THE PERIOD OF 12/18/2014 – 12/17/2015. REFERENCE BID # 7-15
3. ENVIRONMENTAL SERVICES: VALLEY CREEK WWTP, CABAHA RIVER WWTP PLANT AND VILLAGE CREEK WWTP FROM POLYDYNE, ATLANTA, GA, TO AWARD BID FOR DRY BEADED POLYMER REFERENCE BID # 17-15
4. YOUTH DETENTION AND PURCHASING ASSOCIATIO OF CENTRAL ALABAMA (PACA) FROM SYSCO CENTRAL ALABAMA, CALERA, AL, CONTRACT RENEWAL FOR MISCELLANEOUS GROCERIES TO BE ORDERED AS NEEDED FOR THE PERIOD OF 1/30/15 – 1/29/16. REFERENCE BID # 54-13R
5. REVENUE DEPARTMENT – ADMINISTRATION FROM OFFICE DEPOT BUSINESS SERVICES DIVISION, CINCINNATI, OH, TO PURCHASE SEVENTY-NINE (79) DELL TONER CARTRIDGES. SAP PURCHASE ORDER # 2000083469 \$6,149.36 TOTAL REFERENCE BID # 49-12

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

Dec-18-2014-1137

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE EXCEPTION REPORT FILED BY THE PURCHASING DIVISION FOR THE WEEK OF 11/24/14 - 12/1/14 and 12/2/14 - 12/8/14, BE AND HEREBY IS APPROVED.

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

Dec-18-2014-1138

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE ENCUMBRANCE REPORT FILED BY THE PURCHASING DIVISION FOR THE WEEK OF 11/24/14 - 12/1/14 and 12/2/14 - 12/8/14, BE AND HEREBY IS APPROVED.

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

Dec-18-2014-1139

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 Wise Environmental, Inc. to provide portable toilet rentals on as needed basis for the period November 13, 2014 - November 12, 2015.

CON-00004520

BID #189-12

PORTABLE TOILET RENTAL CONTRACT AMENDMENT NO. 2

THIS AMENDMENT TO CONTRACT, entered into this 22nd day of October 2014, by and between Jefferson County, Alabama, hereinafter called "the County," and WISE ENVIRONMENTAL, located at 6104 Old Quarry Road, Birmingham, AL 35235, hereinafter called "The Contractor" to provide portable toilet rental.

WITNESSETH:

WHEREAS, the County desires to amend the contract for portable toilet rental for the use of its employees; and,

WHEREAS, the Contractor desires to amend and furnish said portable toilet rental for the County.

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

The original contract between the parties referenced above was approved by The Commission on November 27, 2012, recorded in MB 164, pages (s) 141-143, and is hereby amended as follows:

ITEM 6. AMEND TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:

November 13, 2014 to November 12, 2015

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

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

WISE ENVIRONMENTAL:

Ronda McMichael, President

JEFFERSON COUNTY COMMISSION:

James A. Stephens, President

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

1. ENGAGEMENT OF CONTRACTOR:

The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.

2. SCOPE OF SERVICES:

This Contract results from Jefferson County's Invitation to Bid No. 189-12. The ITB describes the scope of services called for and the Response contains the statements and representations of the Contractor, thereto. The Contractor shall provide Portable Toilet Rental as outlined by their bid response dated October 5, 2012 as follows:

- a. The County agrees to use the Contractor as its primary provider of portable toilet rental during the term of this Agreement.
- b. The County shall use their SAP financial system to generate purchase orders for all portable toilet rental made through the Contractor.
- c. The Contractor shall be available to provide local services.
- d. Portable toilets shall be supplied complete with the following construction and features: polyurethane construction, uni-sex type, commode with flip lid and cover lid, urinal, double tissue holder, vented in ceiling of unit, opaque panel in ceiling to allow light in and locks provided if requested.
- e. A minimum of two employees will be required at all times to perform service on majority of units which will need twice-a-week service.
- f. Single unit portable toilets to be rented as needed for various Jefferson County locations.
- g. Majority of units will need twice-a-week service. Some units will require one-a week service.
- h. Emergency calls for service or delivery of new units will be provided within 24 hours.

3. FEES:

See Schedule A

SINGLE UNIT PORTABLE TOILET RENTAL SCHEDULE A

a.	Twice-A-Week Service	\$92.40 per month
b.	Once-A-Week Service	\$58.08 per month
c.	Handicap Restrooms	
	i. Once-A-Week	\$97.02 each per month
	ii. Twice-A-Week	\$131.15 each per month
d.	Portable Handwash Stations	
	i. Once-A-Week	\$ 48.52 each per month
	ii. Twice-A-Week	\$ 82.96 each per month
e.	Portable Holding Tanks	
	i. Once-A-Week	\$106.73 each per month
	ii. Twice-A-Week	\$184.35 each per month
£	Restroom Trailers (when set for long time)	\$1,500.00 each
	Set up, service fee, pick-up included)	\$3,850.00 per event
g.	Damage waiver for replacement, lost, damaged or stolen	\$5.95 per unit per billing cycle
h.	Emergency Services Priced per event & situation	
i.	Industrial Vacuuming/Pumping Services	\$225.00 Per 1,000 gallons of pumping
j.	Fresh Water Delivery	\$150.00 Minimum

k. RV Pumping \$75.00 Per call

4. PAYMENT TERMS:

NET 30

5. INVOICING:

All invoices must agree with the purchase order in description and price and include the following information: 1) Purchase Order Number; 2) Ship-to department name and address.

In order to ensure prompt payment, ALL ORIGINAL INVOICES must be sent to: Jefferson County Commission Finance Department Room 820 County Courthouse 716 Richard Arrington Jr. Blvd. North Birmingham, Al 35203

6. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:

The term of this contract shall be from November 13, 2013 to November 12, 2014 with the County's option and Commission approval to renew for two (2) additional one-year periods, not to exceed three (3) years.

7. INDEPENDENT CONTRACTOR:

The Contractor acknowledges and understands that the performance of this contract is as an independent contractor, and, as such, the Contractor is obligated for Workman'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.

8. NON-DISCRIMINATION POLICY:

Both parties agree that all services rendered under this contract will be done so without regard to race, creed, color, sex, national origin, religion or handicap.

9. 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.

10. 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.

11. 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.

12. STATEMENT OF COMPLIANCE:

By signing this contract, the contracting parties affirm, for the duration of the agreement that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

13. 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.

14. 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.

15. LIABILITY:

The Contractor shall not, without prior written permission of the County specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the County. The Contractor will indemnify and hold harmless the County, its elected officials and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of the Contractor, its agents, subcontractors or employees under this Contract.

16. AMENDMENT OF AGREEMENT:

This Contract contains the entire understanding of the parties, and no change of any term or provision of the Contract shall be valid 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.

17. GOVERNING LAW/DISPUTE RESOLUTION:

The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, materials and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by the laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County Alabama, Birmingham Division.

18. 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.

19. 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.

20. NON-DISCRIMINATION POLICY:

Both parties agree that all services rendered under this contract will be done so without regard to race, creed, color, sex, national origin, religion or handicap.

21. 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.

22. STATEMENT REGARDING BANKRUPTCY

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

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

WISE ENVIRONMENTAL:

Ronda McMichael, President

JEFFERSON COUNTY COMMISSION:

James A. Stephens, President

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

Carrington, Knight, Bowman, Brown and Stephens.

STAFF DEVELOPMENT

Multiple Staff Development

Environmental Services

Anthony Pitts	\$199.00
Douglas Holley	\$199.00
Johnny Weston	\$199.00
Jimmy Coleman	\$199.00
John Etheridge	\$199.00
Ronald Robb – Vendor covered registration fee Alabama Training Code Workshop 2015 Gadsden, AL – January 21, 2015	

Revenue

Travis Hulsey, Daren Lanier, Kitha Carr, Tracie Swanson, Theresa Rouse, Sonya Stephens, Jennifer Woods, Darrick Williams Alabama Licensing Officials Conference Prattville, AL – January 14-15, 2015	\$1,000.00
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Individual Staff Development

Commissioner, District 4

Zach Brooks 2014 ACCA Legislative Conference Montgomery, AL – December 3, 2014	\$207.00
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Information Technology

Keith Gullede Administering Cisco Contact Center Atlanta, GA – May 3-8, 2015	\$1,014.35
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Revenue

Bruce Thompson Tax Audit Fort Lauderdale, FL – January 24 – February 1, 2015	\$2,318.00
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Bruce Thompson Tax Audit Dallas, TX – January 10-18, 2015	\$2,131.25
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Tax Collector - Bessemer

Elizabeth Boles Tax Sales and Redemptions Class Madison, AL – January 14-16, 2015	\$723.41
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Tax Collector - Birmingham

Eric Burks Association of Tax Administrators Annual Conference Huntsville, AL – January 13-16, 2015	\$743.21
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Emergency Management Agency

Bob Ammons Training Emmitsburg, MD – December 14-19, 2014	\$302.75
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Jody Hodge 2014 IAEM Conference San Antonio, TX – November 15-2014	\$1,669.78
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Environmental Services

Matthew Alpaugh Montgomery, AL – January 9, 2015	\$269.00
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Commission - District 3

Chris Willis 2014 ACCA Legislative Conference Montgomery, AL – December 3, 2014	\$150.00
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For Information Only

Personnel Board	
Rozel Revell	\$3,078.00
VMWARE Vsphere Install	
Online Course – December 8-12, 2014	
Cynthia Holiness	\$350.00
Annual Governmental Accounting and Auditing Forum	
Birmingham, AL – December 3-4, 2014	

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

BUDGET TRANSACTIONS

Position Changes and/or Revenue Changes

1. Tax Collector \$110,000

Shift funds from vacant positions to cover the cost of one Accounting Assistant II and seven Administrative Clerks for four months.

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

Dec-18-2014-1140

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Teklinks, Inc. to provide VoIP deployment services, installation and configuration of a Cisco united communication system for the period December 1, 2014 - November 30, 2015 in the amount of \$78,500.

CONTRACT # CON00006871

THIS AGREEMENT is entered into this 1st day of November, 2014, by and between the Jefferson County Commission, hereinafter called "the County", and Teklinks, Inc. located at 201 Summit Parkway Homewood, AL 35209, hereinafter called "The Contractor." The effective date of this agreement shall be December 1, 2014.

WHEREAS, the County desires to contract for VOIP Deployment Services; and,

WHEREAS, the Contractor desires to furnish said services for the County;

NOW, THEREFORE, the County and the Contractor agree as follows:

1. **ENGAGEMENT OF CONTRACTOR:** The County agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. **SCOPE OF SERVICES:** This Contract results from the County's Request for Proposal 159-14. RFP 159-14 and contractor's response to RFP 159-14 describes the scope of services called for and is adopted herein by reference. Those two components and this agreement constitute the entire agreement between the parties.
3. **COMPENSATION:** In exchange for and upon satisfactory completion and delivery of the services provided for under this Contract, the County agrees to pay Contractor \$78,500.00.
4. **PAYMENT TERMS:** Net 30 days.
5. **INVOICING:** All invoices must agree with the purchase order in description and price, and must include the following information: 1) Purchase Order Number; 2) Ship-to Department name and address. Invoices are to be payable upon approved invoice within forty-five (45) days. In order to ensure prompt payment, ALL ORIGINAL INVOICES* MUST BE SENT TO:

Jefferson County Commission

Finance Department

716 Richard Arrington Jr Blvd

N Room 820, Courthouse

Birmingham, AL 35203

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

6. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The term of this Contract shall be from December

1, 2014 to November 30, 2015, with the County's option to renew for two (2) additional one-year periods, not to exceed a total of three contract years.

7. **INDEPENDENT CONTRACTOR:** This 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.

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

9. **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.

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

11. **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.

12. **GOVERNING LAW/DISPUTE RESOLUTION:** The laws of the United States and of the State of Alabama shall apply and bind the parties in all questions arising hereunder. Venue and subject- matter jurisdiction over any legal action brought by either the County or the Contractor relating to this Contract shall exist only in the Circuit Court of Jefferson County, Alabama, Birmingham Division. Contractor expressly consents to the personal jurisdiction of such Court, and the County expressly does not consent to the personal jurisdiction of any other Court.

13. **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.

14. **TERMINATION OF CONTRACT:** This contract may be terminated at will by either party with a thirty (30) day written notice to the other party. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the County shall have

the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the Contractor of any liability to the County for damages sustained by virtue of a breach by the Contractor.

15. **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.

16. **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.

17. 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.

18. LIABILITY: The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY. The Contractor will indemnify and hold harmless the COUNTY, its elected officials and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of the Contractor, its agents, subcontractors or employees under this Contract.

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

20. STATEMENT OF COMPLIANCE WITH ALABAMA CODE SECTION 31-13-9: By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

21. VIOLATION: Any violation of this certification shall constitute a breach and default of this Agreement which shall be cause for termination. Upon such termination Contractor shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

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

JEFFERSON COUNTY COMMISSION

James A. Stephens, President

TEKLINKSS

_____, Authorized Representative

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

Dec-18-2014-1141

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement and Addendum to Agreement between Jefferson County, Alabama and Warren Averett, LLC to provide assistance related to the financial system implementation project for the period December 1, 2014 - November 30, 2015 in the amount of \$308,000.

CONTRACT # CON00006634

THIS AGREEMENT is entered into this 1st day of December, 2014, by and between the Jefferson County Commission, hereinafter called "the County", and Warren Averett, LLC located at 2500 Action Road Birmingham, AL 35243, hereinafter called "The Contractor." The effective date of this agreement shall be December 1, 2014.

WHEREAS, the County desires to contract for Financial System Implementation Project Assistance; and, Information Technology Operational Assessment; and,

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

NOW, THEREFORE, the County and the Contractor agree as follows:

1. **ENGAGEMENT OF CONTRACTOR:** The County agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.

2. **SCOPE OF SERVICES:** This Contract results from the Warren Averett proposal. See Exhibit #1. Warren Averett Proposal to Serve That consist of the following:

Project 1 Scope - Financial System Implementation Project Assistance Below is a summary of the procedures we are anticipating performing. As a note, this should not be considered a comprehensive list of all of the project tasks as other procedures may be performed as requested.

Attend weekly project team meetings to gain an understanding of the current project status and any issues encountered.

Attend project Executive Committee meetings and provide feedback on any project issues.

Serve as a liaison between the outside software project manager and the Chief Financial Officer to communicate project status and any issues encountered.

Assist with addressing project questions as they relate to financial reporting or specific underlying financial accounts covered by the financial audit. Work with internal Commission personnel to provide requested information to the software vendor as needed.

Assist with the evaluation of key financial processes to streamline the financial reporting structure of specific areas requested by the Commission.

Project 2 Scope - Information Technology Operational Assessment Our procedures for this project will include an assessment of the following key operational areas of the Technology Department and extended use of technology resources within the County:

• Organization Structure & Resources

- o Assess the skill sets and performance of the current Technology staff.
- o Assess the adequacy of the number of personnel and size of the IT Department.
- o Assess the effectiveness of the current organization and reporting structure.
- o Evaluate the current technology strengths and weaknesses as well as resource requirements to transfer to a client-server environment over the next five years.

Cost of Technology

- o Review budgets and the overall cost and allocation of Technology resources.
- o Compare existing costs to available benchmark data.

• Project Management

- o Evaluate current technology initiatives and project management capabilities.

• Infrastructure

- o Evaluate current technology infrastructure and transition plan to a client-server environment.
- o Evaluate current information management and opportunities for enhanced workflow efficiency.

• Operations Management & User Support

- o Review key performance operational metrics and compare to benchmark data.
- o Evaluate the Help Desk and user support functions.

• IT Governance

- o Evaluate the effectiveness of IT governance.
- o Evaluate current IT policies and overall direction of the Department.

• County-wide use of Technology Resources

- o Interview key Department Managers outside of the Corporate Technology Department who also have independent information technology resources to identify areas of better collaboration and streamlining of technology functions.

These components and this agreement constitute the entire agreement between the parties.

3. **COMPENSATION:** In exchange for and upon satisfactory completion and delivery of the services provided for under this Contract, the County agrees to pay Contractor not to exceed:

Project 1- Financial System Implementation Project Assistance - \$210,000

Project 2 - Information Technology Functional Assessment - \$98,000

4. **PAYMENT TERMS:** Net 30 days.

5. **INVOICING:** All invoices must agree with the purchase order in description and price, and must include the following information: 1) Purchase Order Number; 2) Ship-to Department name and address. Invoices are to be payable upon approved invoice within forty-five (45) days. In order to ensure prompt payment, ALL ORIGINAL INVOICES* MUST BE SENT TO:

Jefferson County Commission

Finance Department

716 Richard Arrington Jr Blvd N
Room 820, Courthouse
Birmingham, AL 35203

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

6. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The term of this Contract shall be from December 1, 2014 to November 30, 2015, with the County's option to renew for two (2) additional one-year periods, not to exceed a total of three contract years.
7. INDEPENDENT CONTRACTOR: This 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.
8. NON-DISCRIMINATION POLICY: Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status. 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.
9. 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.
10. AMENDMENT OF AGREEMENT: This Contract contains the entire understanding of the parties, and no change of any term or provision of the Contract shall be valid or binding unless so amended by written instrument which has been executed or approved by the County. Any such amendment shall be attached to and made a part of this Contract. A written request must be made to the County and an amended agreement will be executed.
11. 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.
12. GOVERNING LAW/DISPUTE RESOLUTION: The laws of the United States and of the State of Alabama shall apply and bind the parties in all questions arising hereunder. Venue and subject- matter jurisdiction over any legal action brought by either the County or the Contractor relating to this Contract shall exist only in the Circuit Court of Jefferson County, Alabama, Birmingham Division. Contractor expressly consents to the personal jurisdiction of such Court, and the County expressly does not consent to the personal jurisdiction of any other Court.
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14. TERMINATION OF CONTRACT: This contract may be terminated at will by either party with a thirty (30) day written notice to the other party. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the County shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the Contractor of any liability to the County for damages sustained by virtue of a breach by the Contractor.
15. 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.

16. **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.

17. **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.

18. **LIABILITY:** The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY. The Contractor will indemnify and hold harmless the COUNTY, its elected officials and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of the Contractor, its agents, subcontractors or employees under this Contract.

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

20. **STATEMENT OF COMPLIANCE WITH ALABAMA CODE SECTION 31-13-9:** By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

21. **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. (Addendum on file in the Minute Clerk's Office)

JEFFERSON COUNTY COMMISSION

James A. Stephens, President

WARREN AVERETT, LLC

Cindy Wyatt Authorized Representative

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

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.

Dec-18-2014-1142

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the bid response submitted by the Birmingham Humane

Society to provide animal control services for Jefferson County is hereby accepted. The President is hereby authorized to execute a contract, not to exceed more than one (1) year, and any other necessary documents in furtherance of accepting said bid response.

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

Commission Stephens stated that an opinion from the County Attorney's Office that an Executive Session is appropriate for the Commission to discuss with counsel the legal ramifications of and legal opinions for pending litigation involving Jefferson County and controversies imminently likely to be litigated.

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

Thereupon the Commission Meeting was recessed.

The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 9:00 a.m., Thursday, January 8, 2015.

President

ATTEST

Minute Clerk