

STATE OF ALABAMA)

JEFFERSON COUNTY) January 8, 2015

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 Carrington seconded by Commissioner Knight that the Minutes of December 18, 2014, be approved. Voting "Aye" Carrington, Knight, Bowman, Brown and Stephens.

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The Commission met in Work Session on January 6, 2015, and approved the following items to be placed on the January 8, 2015, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Items 1 through 4 and one additional item.
- Commissioner Brown, Community Development and Human Resource Services Committee Items 1 through 49 and one additional item.
- Commissioner Stephens, Administrative, Public Works and Infrastructure Committee Items 1 through 14.
- Commissioner Knight, Judicial Administration, Emergency Management and Land Planning Committee Items 1 through 8 and two additional items.
- Commissioner Carrington, Finance, Information Technology & Business Development Committee Items 1 through 33.

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A Public Hearing was held to receive comments on the request from Aossm Properties, LLC for vacation of an existing sanitary sewer easement - Brooke's Crossing. There being no comments, the Commission took the following action.

Jan-8-2015-1

WHEREAS, Aossm Properties, LLC is/are the owner(s) of the land abutting the following described dedicated sanitary sewer easement, situated in Jefferson County, Alabama, to-wit:

Description of Property to be Vacated:

DESCRIPTION OF A 20 FOOT WIDE SANITARY SEWER EASEMENT SITUATED IN THE NORTHEAST ¼ OF THE NORTHWEST ¼ AND THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 34, TOWNSHIP 16 SOUTH, RANGE 1 WEST, JEFFERSON COUNTY, ALABAMA.

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 16 SOUTH, RANGE 1 WEST, JEFFERSON COUNTY ALABAMA THENCE RUN NORTH 89°31'38" EAST ALONG THE NORTH LINE OF SAID 1/4-1/4 SECTION AND ALONG THE LOT 1 BOUNDARY LINE OF BROOKE'S CROSSING PHASE 2 AS RECORDED IN MAP BOOK 237 PAGE 83 IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA FOR 12.10 FEET TO A PROPERTY; CORNER ON THE EASTERLY BOUNDARY OF SAID LOT 1; THENCE RUN SOUTH 00°53'00" WEST ALONG THE EASTERLY BOUNDARY OF SAID LOT 1 FOR 50.00 FEET; THENCE RUN SOUTH 25°32'10" EAST ALONG THE EASTERLY BOUNDARY OF SAID LOT 1 FOR 121.35 FEET; THENCE RUN SOUTH 00°17'20" EAST ALONG THE EASTERLY BOUNDARY OF SAID LOT 1 FOR 31.87 TO A POINT ON THE SOUTHERLY BOUNDARY OF A 20 FOOT WIDE EASEMENT SHOWN ON SAID RECORD MAP; THENCE RUN NORTH 89°28'24" WEST ALONG SAID EASEMENT LINE FOR 10.00 FEET TO THE POINT OF BEGINNING OF THE EASEMENT VACATION; THENCE CONTINUE ALONG THE LAST DESCRIBED COURSE AND ALONG SAID EASEMENT LINE FOR 106.98 FEET ; THENCE RUN SOUTH 62°24'20" WEST ALONG SAID EASEMENT LINE FOR 112.00 FEET; THENCE RUN SOUTH 52°37'10" WEST ALONG SAID EASEMENT LINE FOR 2.55 FEET; THENCE RUN NORTH 37°22'50" WEST FOR 20.96 FEET TO A POINT ON THE NORTHERLY LINE OF SAID 20 FOOT WIDE EASEMENT: THE RUN NORTH 64°24'20" EAST FOR 123.42 FEET; THENCE RUN SOUTH 89°28'24" EAST ALONG SAID EASEMENT LINE FOR 111.36 FEET; THENCE RUN SOUTH 00°17'20" EAST, AND PARALLEL TO THE EASTERLY BOUNDARY OF SAID LOT 1 FOR 20.00 FEET TO THE POINT OF

BEGINNING OF THE EASEMENT VACATION HEREIN DESCRIBED.

LESS AND EXCEPT ANY PART LYING WITHIN 10 FEET OF ANY ACTIVE SANITARY SEWER.

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

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

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

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

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A Public Hearing was held to receive comments on the request from Michael A. Mouron and HCP Gladstone, LLC for vacation of an existing sanitary sewer easement - McElwain Redevelopment. There being no comments, the Commission took the following action.

Jan-8-2015-2

WHEREAS, Michael A. Mouron and HCP Gladstone L.L.C. is/are the owner(s) of the land abutting the following described dedicated easements, situated in Jefferson County, Alabama, to-wit:

Description of Property to be Vacated:

That certain sanitary sewer easement described in Bk: LR201410 Pg: 15642 as recorded in the Probate Office of Jefferson County, Alabama and being more particularly described below:

A sanitary sewer easement over and across a parcel of land situated in the Southeast one- quarter of the Southeast one-quarter of Section 27, Township 17 South, Range 2 West, Jefferson County, Alabama being more particularly described as follows: Commencing at a found ½ inch open pipe marking the Southwest corner of the Southeast one- quarter of the Southeast one-quarter of Section 27, Township 17 South, Range 2 West, Jefferson County, Alabama; thence run East along the South line of said Quarter section line for a distance of 583.03 feet to the POINT OF BEGINNING of a 20 foot sanitary sewer easement lying 10 feet on each side of, parallel to , and abutting the following described centerline; thence leaving said Quarter Section line deflect left 86 degrees 30 minutes 54 seconds and run in a Northerly direction for a distance of 33.97 feet; thence deflect right 87 degrees 01 minutes 07 seconds and run in an Easterly direction for a distance of 114.38 feet; thence deflect right 01 degrees 12 minutes 57 seconds and run in an Easterly direction for a distance of 58.96 feet to the end of said sanitary sewer easement.

Less and except any portion lying within the currently existing Right-of-Way of Gladstone Avenue.

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, that it assents and it does hereby assent to said, Michael A. Mouron and HCP Gladstone L.L.C. tract of land as above described and that the above-described property be and the same is hereby vacated and annulled, and that all public rights and easements therein divested of the property; subject, however, to all existing rights-of-way or easements for public utilities and to all utility facilities presently situated in said area vacated subject to this provision. A check in the amount of \$100 has been received for administrative fees.

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

Jan-8-2015-3

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-2014-026 Sterling Lakes Holding I, LLC, owners; Joseph Miller, III, agent; requests a change of zoning on Parcel ID# 41-06-2-001-008.001, in Section 6 Twp 20 Range 3 West from A-1 (Agricultural) to R-1 for a single family residential subdivision consisting of three (3) lots along Russet Lakes Drive, and seven (7) lots along Guyton Road. (Case Only: 3860 Guyton Road, and 624 Russet Lake Drive, Bessemer, 35244)(MORGAN)(13.6 Acres M/L)

Approval with contingencies and covenants:

Contingencies: 1. A preliminary Drainage Study shall be performed and approved by the Department of Roads and Transportation; and, 2. access to Russet Lake Dr. shall be approved by the City of Hoover.

RESTRICTIVE COVENANTS: 1. Each driveway shall be indicated on the final subdivision plat and shall meet sight distance requirements for the posted speed of the road; 2. lots 1 and 2; Lots 3 and 4; and lots 5 and 6 shall have joint driveways; 3. lots 1 through 6 shall have driveway turnaround areas so that cars will not be backing on to Guyton Rd.; 4. the "Water Quality and Conservation Area" indicated on the site plan presented at the December 11, 2014 Planning and Zoning Commission hearing is to be platted as such (or as permanent open space) and shall not be reconstructed as a lake; said area is to be owned and maintained by an established homeowners' association or a conservation entity.

Motion was made by Commissioner Brown seconded by Commissioner Knight that Z-2014-026 be approved subject to filing of covenants. Voting "Aye" Brown, Knight, Bowman, Carrington and Stephens.

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Jan-8-2015-4

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. III to the Agreement between Jefferson County, Alabama d/b/a Cooper Green Mercy Health Services and Data Innovations, LLC to provide maintenance and support for the Lab Manager Solution for the period November 21, 2014 - November 20, 2015 in the amount of \$8,331.12. CONTRACT NO.: 00002889

Contract Amendment No. III

This Amendment III to Contract entered into the 21<sup>st</sup> day of November, 2014, between Jefferson County, Alabama d/b/a/ Cooper Green Mercy Health Services, and Data Innovations LLC, hereinafter referred to as the "Contractor" to provide maintenance and support for the Lab Instrument Manager Solution.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract;

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

This Amendment III amends Jefferson County's Contract No. 00002889 between the parties referenced above, which was approved by the Commission on September 27, 2011, MB 162, Page 247. Amendment II was approved on January 31, 2014, MB 166, Page 45, and

Amendment I was approved by Commission on January 17, 2013, MB 164, Page 287.

THIS AMENDMENT III AMENDS THE TERMS OF THE CONTRACT AND AUTHORIZATION TO PERFORM MAINTENANCE AND SUPPORT SERVICES:

From November 21, 2014 - November 20, 2015.

To incorporate Sales Quote # 22829 , dated September 4 ' , 2014 in the amount of \$8331.12, attached herein.

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

JEFFERSON COUNTY COMMISSION

James A. Stephens, President

Jefferson County Commission

DATA INNOVATIONS, LLC

Mike Epplen, CEO

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

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Jan-8-2015-5

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. II to the Agreement between Jefferson County, Alabama d/b/a Cooper Green Mercy Health Services and Medpath, Inc., d/b/a Martin D. Palmer, M.D. to provide services as Laboratory Medical Director for the period February 1, 2015 to January 31, 2016 in the amount of \$60,000.  
Contract ID: CON-00004790

AMENDMENT II TO CONTRACT

This is an Amendment to the Contract by and between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services "the County" and "Medpath Inc." d/b/a Martin D. Palmer, MD, hereinafter referred to as "Laboratory Medical Director" is hereby effective on February 1, 2014 as follows:

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract.

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

Amendment 1 of the contract between the parties which was approved by the Jefferson County Commission on March 13, 2014, and recorded in Minute Book 166; Page(s) 129, is hereby amended as follows:

- Extend the completed date of this contract from February 1, 2015 to January 31, 2016.
- All other terms and conditions of the original contract remain the same.

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President

Jefferson County Commission

MEDPATH, INC.

Martin D. Palmer, MD

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

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Jan-8-2015-6

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Amendment the Agreement between Jefferson County, Alabama d/b/a Cooper Green Mercy Health Services and Seabe Staton, Jr., d/b/a Staton & Associates Consultant Services, Inc. to provide services as a qualified Electroencephographic Technologist for the period January 1, 2015 - December 31, 2015 in the amount of \$6,000.

CON# 3499

Seabe Staton d/b/a SACS

AMENDMENT TO CONTRACT

This is Amendment II to the Contract by and between Jefferson County, Alabama, (hereinafter called "the County") d/b/a Cooper Green Mercy Health Services and Seabe Staton, Jr. d/b/a Staton and Associates Consultant Services, Inc., (hereinafter called Independent Contractor for SACS).

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 June 26, 2014 at M.B. 166, Pg. 401 and extended through December 31, 2014 is hereby amended as follows:

- This contract will be effective January 1, 2015 - December 31, 2015
- All other terms and conditions of the original contract remain the same.

JEFFERSON COUNTY, ALABAMA

James A. Stephens, Commission President

CONTRACTOR

Seabe Staton, Jr., President, SACS

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

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Jan-8-2015-7

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Election Systems & Software, LLC to provide upgrades and support services for the E-Poll Book June 1, 2014 - May 31, 2017 in the amount of \$33,768.

ELECTION SYSTEMS & SOFTWARE, LLC

HARDWARE MAINTENANCE AND SOFTWARE MAINTENANCE AND SUPPORT SERVICES

AGREEMENT

THIS SOFTWARE MAINTENANCE AND SUPPORT SERVICES AGREEMENT ("Agreement") is made effective as of the date set forth below, by and between Election Systems & Software, LLC, a Delaware Limited Liability Company ("ES&S") and Jefferson County, Alabama ("Customer").

RECITALS:

- ES&S has licensed the software ("Software") described on Attachment 1 and Customer now desires to obtain maintenance services for such Software.
- ES&S has agreed to provide such services, subject to the terms and conditions of this Agreement.
- This Agreement supersedes and replaces in their entirety any and all prior agreements between ES&S and Customer respecting (maintenance and support services for such Software.)

NOW, THEREFORE, in consideration of the foregoing recitals (which are specifically incorporated herein by this reference) and the mutual representations, warranties, covenants and agreements set forth below, the parties hereby agree as follows:

ARTICLE I

GENERAL

1. Term: Termination. This Agreement for Software Maintenance and Support Services shall be in effect for the coverage period as described in Attachment 1 (the "Initial Term"). This Agreement may be renewed by the parties upon mutual written agreement by the parties and in accordance with applicable statutes. This Agreement may be terminated by the first to occur of (a) either party's written election not to renew, which shall be delivered to the other party at least sixty (60) days prior to the end of the Initial Term or any Renewal Period, as applicable, (b) the date which is thirty (30) days after either party notifies the other that it has materially breached this Agreement, if the breaching party fails to cure such breach (except for a breach pursuant to subsection (e), which will require no notice), (c) the date which is thirty (30) days after ES&S notifies Customer that it is no longer able to procure replacement parts that may be needed in order to perform the Hardware Maintenance Services contemplated hereunder, (d) the date on which the Equipment or firmware installed thereon is no longer certified by federal and/or state authorities for use in Customer's jurisdiction, or (e) the date which is thirty (30) days after Customer fails to pay any amount due to ES&S under this Agreement. The termination of this Agreement shall not relieve Customer of its liability to pay any amounts due to ES&S hereunder and shall only entitle Customer to a prorated refund of any fees already paid to ES&S for services not yet

provided in the event that this Agreement is terminated pursuant to subsection 1(a), 1(c) or 1(d) above.

2. Fees. In consideration for ES&S' agreement to provide Software Maintenance and Support Services under this Agreement, Customer shall pay to ES&S the Software Maintenance and Support Fees set forth on Attachment 1 for the Initial Term and any Renewal Periods. The Software Maintenance and Support Fees for the Initial Term are due as set forth on Attachment 1. The Software Maintenance and Support Fees for any Renewal Period shall be the then current fees in effect and are due and payable no later than thirty (30) days prior to the beginning of such renewal period. The Software Maintenance and Support Fee shall be comprised of a fee for the Software Maintenance and Support provided for the ES&S Software, and shall be in addition to any fees or charges separately referred to in any Section of this Agreement. If Customer elects to receive Software Maintenance and Support for an Add-On or New Product during the Initial Term or any Renewal Period thereof, ES&S will charge an incremental Software Maintenance and Support Fee for such services. In the event Customer terminates this Agreement through no fault of ES&S and later desires to subscribe for a Software Maintenance and Support plan, or otherwise changes its Software Maintenance and Support plan with ES&S during the Initial Term or any Renewal Period thereof, ES&S will charge the Customer its then current contract administration fee in order to process such new subscription for, or change in, Software Maintenance and Support plan coverage.

## ARTICLE II

### SOFTWARE MAINTENANCE AND SUPPORT SERVICES

1. Services Provided. ES&S shall provide maintenance and support services ("Software Maintenance and Support") for the ES&S Software and ES&S Firmware (collectively, "ES&S Software"), to enable it to perform in accordance with its Documentation in all material respects, and to cure any defect in material or workmanship. The specific Software Maintenance and Support services provided by ES&S and each party's obligations with respect to such services are set forth on Attachment 1.
2. Updates. During the Initial Term and any Renewal Period thereof, ES&S may provide new releases, upgrades or maintenance patches to the ES&S Software, together with appropriate Documentation ("Updates"), on a schedule defined by ES&S. Customer is responsible for obtaining any upgrades or purchases of Third Party Items required to operate the Updates. All Updates shall be deemed to be ES&S Software for purposes of this Agreement upon delivery. Customer may install the Updates in accordance with ES&S' recommended instructions or may request that ES&S install the Updates. ES&S may charge Customer at its then-current rates to (i) deliver the Updates to the Customer, (ii) train Customer on Updates, if such training is requested by Customer; (iii) install the Updates or (iv) provide maintenance and support on the ES&S Software that is required as a result of Customer's failure to timely or properly install an Update. Customer shall be responsible for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by Customer's failure to install and use the most recent Update provided to it by ES&S. If Customer proposes changes in the ES&S Software to ES&S, such proposals will become ES&S' property. ES&S may, in its sole discretion, elect to make or not to make such changes without reference or compensation to Customer or any third party. ES&S represents to Customer that the Updates will comply with all applicable state law requirements at the time of delivery. Customer shall be responsible to ensure that it has installed and is using only certified versions of ES&S Software in accordance with applicable law. Customer shall pay ES&S for any Update which is required due to a change in local law.
3. Conditions. ES&S shall not provide Software License, Maintenance and Support for any item of ES&S Software if such item requires such services as a result of (a) repairs, changes, modifications or alterations not authorized or approved by ES&S, (b) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S, (c) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, (d) Customer's failure to timely and properly install and use the most recent update provided to it by ES&S, (e) Customer's failure to notify ES&S within three (3) business days after Customer knows of the need for such services, or (f) if Customer is otherwise not in compliance with its obligations under this Agreement. Any such Software License, Maintenance and Support shall be provided at the fees to be agreed upon by the parties if and when the need for such Software License, Maintenance and Support arises. Replacement versions of Software requested by Customer as a result of items set forth in this Section 3 or as a result of Customer's actions or inactions shall be billable to Customer at ES&S' then current rates.
4. Proprietary Rights. ES&S shall own the entire right, title and interest in and to all corrections, programs, information and work product conceived, created or developed, alone or with Customer or others, as a result of or related to the performance of this Agreement, including all proprietary rights therein or based thereon. Subject to the payment of all Software Maintenance Fees, ES&S hereby grants to Customer a non-exclusive license to use that portion of such corrections, programs, information and work product that ES&S actually delivers to Customer pursuant to this Agreement. All licensed items shall be deemed to be ES&S Software for purposes of this Agreement. Except and to the extent expressly provided herein, ES&S does not grant to Customer any right, license, or other proprietary right, express or implied, in or to any corrections, programs, information, or work product covered by this Agreement.
5. Reinstatement of Software Maintenance and Support. If the Initial Term or any Renewal Period thereof expires without being renewed, Customer may thereafter receive a Software License and resume receiving Software Maintenance and Support upon (a) notification to ES&S,

(b) payment of all fees, including a reinstatement charge, which would have been due to ES&S had the Initial Term or any Renewal Period not expired, and © the granting to ES&S of access to the ES&S Software, so that ES&S may analyze it and perform such maintenance as may be necessary before resuming the Software License, Maintenance and Support services.

#### ARTICLE IV

##### MISCELLANEOUS

1. Taxes; Interest. Customer will provide ES&S with proof of its tax-exempt status. If Customer disputes the applicability of any tax to be paid pursuant to this Section 1, it shall pay the tax and may thereafter seek a refund. Any disputed or undisputed payment which is past due to ES&S will bear interest at the rate of one and one-half percent per month (or such lesser amount as may be permitted by applicable law) for each month or portion thereof during which it remains unpaid.

2. Limitation of Liability. Neither party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. Any action by Customer against ES&S must be commenced within one (1) year after the cause of action has accrued. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of the Equipment and Software to achieve Customer's intended results; (b) the use of the Equipment and Software; © the results obtained from the use of the Equipment and Software; (d) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S and used with the Equipment or Software; or (e) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform. ES&S shall not be liable under this Agreement for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee that is caused by (y) Customer's failure to timely or properly install and use the most recent Update, or the second most recent Update, provided to it by ES&S or (z) Customer's election not to receive, or to terminate, the Software License and Maintenance and Support.

3. Excusable Nonperformance. Except for obligations to make payments hereunder, if either party is delayed or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, the delay shall be excused during the continuance of, and to the extent of, such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed. ES&S agrees to work with Customer, at Customer's request, to develop mutually agreeable alternatives in order to minimize the negative impact of any such delay.

4. Notice. Any notice or other communication required or permitted hereunder shall be in writing, and will be deemed given when (a) delivered personally, (b) sent by confirmed email, © sent by confirmed fax, (d) sent by commercial overnight courier (with written verification of receipt) or (e) sent by registered or certified mail, return receipt requested, postage prepaid, when the return receipt is received. All communications shall be sent to the attention of the persons listed on the signature page to this Agreement and at the addresses, email address or fax numbers set forth on such signature page unless other names, addresses or fax numbers are provided by either or both parties in accordance herewith.

5. Assignment. Neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed. ES&S may assign its right to receive payments under this Agreement to such third party(ies) as ES&S may desire without the prior consent of Customer, provided that ES&S provides written notice (including evidence of such assignment) to Customer thirty (30) days in advance of any payment(s) so assigned.

6. Entire Agreement. This Agreement, including all exhibits hereto, shall be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns. This Agreement, including Attachment 1 (which is specifically incorporated herein by this reference), contains the entire agreement of the parties with respect to the subject matter hereof and supersedes and replaces any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. In the event of any conflict between a provision contained in an Attachment to this Agreement and these General Terms, the provision contained in the Attachment shall control. No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama, USA, without regard to its conflicts of laws principles. The parties agree that venue for any dispute or cause of action arising out of or related to this Agreement shall be in the state and federal courts of the United States located in the State of Nebraska, County of Douglas. ES&S is providing services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the services, but shall remain fully responsible for such performance. The provisions of Article II, Section 1(f) and Article III, and Article IV, Sections 1-6 shall survive the termination of this Agreement, to the extent applicable.

7. Counterparts; Execution By Facsimile. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. The parties may execute this Agreement and exchange counterparts of the signature pages by means of facsimile transmission, and the receipt of such executed counterparts by facsimile transmission shall be binding on the parties. Following such exchange, the parties shall promptly exchange original versions of such signature pages.

8. Compliance with 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 there from.

IN WITNESS WHEREOF, this Agreement has been executed effective as of the date it is signed by the last of the parties hereto.

ELECTION SYSTEMS & SOFTWARE, LLC

JEFFERSON COUNTY, ALABAMA

Richard J. Jablonski, VP of Finance

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.

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Jan-8-2015-8

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

WHEREAS, the contract that began October 1, 2007, requires the parties to give thirty (30) days notice prior to termination of said contract. The 30 day notice was provided by the Jefferson County Commission.

NOW THEREFORE BE IT RESOLVED THAT THE JEFFERSON COUNTY COMMISSION hereby approves the extension of the aforementioned contract for an additional twenty-one (21) days.

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

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Jan-8-2015-9

WHEREAS, a mortgage was executed by Daisy J. Northington and Bernard Northington, dated February 16, 1999, and recorded in Real 9960 page 7837 in the Probate Office of Jefferson County, Alabama, Bessemer Division; and

WHEREAS, the owner(s) have fulfilled all obligations stipulated in the mortgage and have not defaulted on said mortgage; and

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that a Full Satisfaction of Mortgage be executed to release and satisfy said mortgage.

NOW THEREFORE BE IT FURTHER RESOLVED by the Jefferson County Commission that the Commission President is authorized to execute said Full Satisfaction of Mortgage on behalf of the County.

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

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Jan-8-2015-10

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, W. D. Carrington, be hereby authorized, empowered and directed to execute this modification to the agreement between Jefferson County, Alabama and Engineering Service Associates, for the North Smithfield Storm Shelter. The modification shall include redesigns or revision of plans, additional meeting with utility companies and community including rendering, additional survey and geotechnical soil investigations and additional construction administration cost. The total additional cost shall be \$17,498.00. The total compensation to Engineering Service Associates shall be \$84,923.00. All other terms and conditions of the original contract shall remain the same. This project is from the 2013 program year.

AMENDMENT TO CONTRACT #1

This is an Amendment to the Contract by and Between Jefferson County, Alabama through the Department of Community & Economic Development, hereinafter called "the County", and Engineering Service Associates, Inc., hereinafter called "the Contractor" for grant allocation PY13/FY14. The effective date of this agreement shall be April 10, 2014.

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 April 10, 2014, in Minute Book 166, Page 175, is hereby amended as follows:

The purpose of this Modification is to amend the scope to include the following:

1. Meetings with Alagasco (including meeting prep) - 5/21/14 and 6/4/14
2. Community meeting, including renderings of project - 9/8/14
3. Design of 420 LF of sanitary sewer
4. Additional survey required for sanitary sewer design
5. Additional geotechnical soil investigations
6. Special stormwater designs required by project limitations
7. Additional Electrical requirements, including underground electrical and parking lot lighting
8. Building size increased from the originally proposed 1,500 sf to over 1,900 sf (>25% increase in size)
9. Revisions to landscaping plans
10. Addition of a urinal due to community request - changed all building drawings
11. Revisions to Opinion of Probable Construction Cost due to above changes
12. Additional construction administration costs due to the increased design elements.

The modifications are for the North Smithfield Storm Shelter Project. The additional cost shall be \$17,498.00 for the contract with Engineering Service Associates. The total compensation to Engineering Service Associates shall be \$84,923.00. All other terms and conditions of the original contract remains the same.

JEFFERSON COUNTY, AL

James A. Stephens, President  
Jefferson County Commission

CONSULTANT  
\_\_\_\_\_, 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.

\_\_\_\_\_  
Jan-8-2015-11

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

WHEREAS, said agreement was previously amended on June 11, 2014 in Minute Book 166, Page 345.

NOW, THEREFORE BE IT RESOLVED, by the Jefferson County Commission that the President is hereby authorized and directed to execute the Amendment to extend the contract period to July 31, 2015. This Agreement is from Program Year 2012 Federal funds.

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and between Jefferson County, Alabama through the Office of Community & Economic Development, hereinafter call "the County," and Engineering Service Associates, Inc., hereinafter call the "the Contractor" to provide engineering services for the Rosedale Sidewalk Phase II project (CDBG12-03L-M05-RS2). The effective date of this agreement shall be July 11, 2013.

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor desires to amend the contract; and

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

The contract between the parties which was approved by the Jefferson County Commission on July 11, 2013, in Minute Book 165, Page 182;

Said contract was previously amended on June 11, 2014, in Minute Book 166, Page 345, is hereby amended as follows:

1. The purpose of this Amendment is to extend the contract time to July 31, 2015.

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

James A. Stephens, President  
Jefferson County Commission

CONTRACTOR

Celeste Lachenmyer, P.E.

Engineering Service Associates, 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.

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Jan-8-2015-12

BE IT RESOLVED, by the Jefferson County Commission that the president, James A. Stephens, be and he is authorized, directed and empowered to execute an Agreement between Jefferson County, Alabama and Engineering Service Associates., for the provision of Engineering services in connection with the McAdory Storm Shelter. The fee for these services shall not exceed Ninety Five Thousand Four Hundred and Ninety Eight Dollars and 00/100 Dollars (\$95,498.00), and will be paid for in full with CDBG-DR federal funds. This project is from the 2013 Program Year.

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

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Jan-8-2015-13

WHEREAS, it is necessary to revise WIA Grant Agreement 43-B to incorporate an additional allocation of \$419,828.45 to incorporate (1) a 0.0554 percent reduction in funds,( 2) the addition of WIOA transition funds, and (3) to adjust incentive funds; and

WHEREAS, the amended total allocation is \$4,018,401.45.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President is authorized to sign the modification of WIA funds as reflected on WIA Plan 43-B.

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

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Jan-8-2015-14

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Goodwyn Mills and Cawood to provide services needed for the preparation of the Phase I CDBG Disaster Resilience Grant program in the amount of \$22,000. This agreement will be paid for with departmental funds.

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 and AMT Medical Staffing to provide temporary staffing on an as needed basis for a period of one year in an amount not to exceed \$200,000 - to be paid by utilizing department.

CONTRACT NO.: 6728

RFP 152-14

PROFESSIONAL SERVICES CONTRACT

"TEMPORARY STAFFING"

(AMT STAFFING)

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between Jefferson County, Alabama, hereinafter called "the County", and AMT Medical Staffing, hereinafter called "the Contractor". The effective date of this agreement shall be \_\_\_\_\_, 2014.

WHEREAS, the County desires to contract for Temporary Staffing for the Human Resources Department, hereinafter called "Human Resources; 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 perform the services hereinafter set forth.

2. SCOPE OF SERVICES: This Contract results from Jefferson County's Request for Proposal No. 152-14 dated August 15, 2014, the terms of which are included herein by reference. The Contractor shall do, perform and carry out in a satisfactory and proper professional manner the following:

To provide qualified personnel on an intermittent as needed basis to the various departments and organizations of Jefferson County (including Cooper Green Mercy Health Services). Services will be required during extended sick and vacation leaves of critical positions, Temporary vacancies of budgeted county positions when Merit System or Classified candidates are not immediately available, and when it has been determined in conjunction with the Personnel Board of Jefferson County, that demand for service does not support full or part-time employment.

The Director of Human Resources will initiate a request for other optional services as offered in the Contractor's response to the above referenced RFP as needed. Pricing will be negotiated separately from the price as referenced in Article 4 and executed in accordance with Article 13 of this agreement based on the needs of the County.

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render "Temporary Staffing Services" to the Jefferson County Commission as authorized by the Human Resources Department at anytime after the effective date of this contract. The completion date of all services under this Contract is \_\_\_\_\_ 2015. However, the Contract may be extended, at the county's option, for two (2) additional one year periods, not to exceed three (3) full years.

4. COMPENSATION: the Contractor shall be compensated for services rendered up to a maximum charges as specified in Exhibit entitle "Labor Rates/Price Sheet."

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;

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

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:

Jefferson County Commission  
Human Resources  
Attention: Edwin Yergan  
Suite A670  
716 Richard Arrington Jr. Blvd North  
Birmingham, AL 35203

COPY TO: Jefferson County Commission

County Attorney  
Room 280  
716 Richard Arrington Jr. Blvd N  
Birmingham, AL 35203

11. **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.

12. **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.

13. **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.

14. **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.

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.

15. 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,

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

17. 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.

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

Purchase Order

Finance Department

716 Richard Arrington Jr Blvd N

Room 820, Courthouse

Birmingham, AL 35203

(send via U. S. mail)

Jefferson County Commission

Human Resources Department

Attention: Edwin Yergan

Personnel Analyst II

yergane@jccal.org

(Electronic Copy Preferred)

And

COPY TO ADDRESS AS LISTED ON PURCHASE ORDER

\*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.

19. TERMINATION OF CONTRACT: This contract may be terminated by the County with a ninety (90) 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.

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

AMT Medical Staffing

\_\_\_\_\_, Authorized Representative for Contractor

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.

\_\_\_\_\_

Jan-8-2015-16

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 Jefferson County Office of Senior Citizens Services and Legal Services of Alabama to provide counseling and legal services for eligible older adults for FY2014-2015 in an amount not to exceed \$105,466 - grant funds from Alabama Department of Senior Services.

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

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Jan-8-2015-17

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Memorandum of Understanding between Jefferson County, Alabama, by and through the Jefferson County Office of Senior Citizens Services and Alabama Department of Senior Services to provide funding in the amount of \$15,504 to enhance the food assistance outreach efforts to individuals 60 and over who remain under-served for FY2014-2015.

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

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Jan-8-2015-18

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Memorandum of Understanding between Jefferson County, Alabama, by and through the Jefferson County Office of Senior Citizens Services and All In One Home Health, Inc. to provide home and community-based services to eligible Medicaid recipients as authorized by the Alabama Department of Senior Services and the Alabama Medicaid Agency for FY2014-2015.

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

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Jan-8-2015-19

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Host Agency Agreements between Jefferson County, Alabama, by and through the Jefferson County Office of Senior Citizens Services and the following to provide Senior Community Service Employment Program participants a site to train and gain job readiness skills for the period July 1, 2014 - June 30, 2015 as required by the Alabama Department of Senior Services (ADSS) and Senior Service America, Inc. (SSAI).

- |   |   |
|---|---|
| Aids Alabama, Inc.                                  | Jefferson County DHR - Food Assistance              |
| Alabama Career Center - Birmingham                  | Jefferson County Housing Authority - Spring Gardens |
| American Red Cross - Alabama Region                 | Jefferson County Office of Senior Citizen Services  |
| American Red Cross - Bessemer West Jefferson Branch | Kid One Transport                                   |
| American Red Cross - Health & Safety                | McCoy Adult Day Care Center                         |
| Bessemer Public Library                             | McMillon Estates Apartment                          |
| Birmingham Municipal Court                          | National Labor Relations Board                      |
| Birmingham Police Department                        | Neighborhood Housing Services of Birmingham         |
| Birmingham Public Library - Five Points West Branch | New Pilgrim Towers                                  |
| Center Point Senior Center                          | Positive Maturity                                   |
| Children's Aid Society                              | Tarrant Public Library                              |
| DHR Child Support Division - Birmingham             | The Community Kitchens of Birmingham                |
| Easter Seals of the Birmingham Area                 | The Dannon Project                                  |
| First United Presbyterian Church of Forestdale      | The Foundry Ministries                              |
| Garden of Hope Apartments                           | The Western YMCA                                    |

Greater Birmingham Ministries  
Habitat for Humanity International, Inc.  
JCCOA - Meals on Wheels  
Jefferson County Committee for Economic Opportunity  
Jefferson County DHR - Bessemer Division

Travelers Aid Society of Birmingham, AL, Inc.  
United Community Centers, Inc.  
U. S. Department of Housing & Urban Development  
W. Clyde William Terrace Apartments

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

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Jan-8-2015-20

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that pursuant to Paragraph 2(I) of the Order appointing the Receiver in CV-75-S-666-S, and the Receiver's Settlement with Annie Ward and her counsel, the Chief Financial Officer of the County is hereby authorized to disburse funds to settle all claims and potential claims which Annie Ward and her counsel, Rod Cooks, may have against Jefferson County, in an amount not to exceed One Hundred Fifty One Thousand Three Hundred Seventy Five and 38/100 (\$151,375.38) Dollars. The Chief Financial Officer is hereby directed upon the request of the County Attorney to issue check(s) made payable to Rod Cooks and Annie Ward in an amount not to exceed \$151,375.38 and forward them to counsel for the Receiver for disbursement. Any and all payments made under this Resolution are not to be construed as an admission of liability or wrongdoing by Jefferson County and no person or entity shall utilize this Resolution or the payments authorized and received pursuant to this Resolution as evidence of any admission of liability, or wrongdoing or a violation of any statute or law.

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

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Jan-8-2015-21

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that pursuant to Paragraph 2(I) of the Order appointing the Receiver in CV-75-S-666-S, and the Receiver's Settlement with Dorothea Pruitt and her counsel, the Chief Financial Officer of the County is hereby authorized to disburse funds to settle all claims and potential claims which Dorothea Pruitt and her counsel, Rod Cooks, may have against Jefferson County, in an amount not to exceed One Hundred Seventy Four Thousand Ninety Four and 27/100 (\$174,094.27) Dollars. The Chief Financial Officer is hereby directed upon the request of the County Attorney to issue check(s) made payable to Rod Cooks and Dorothea Pruitt in an amount not to exceed \$174,094.27 and forward them to counsel for the Receiver for disbursement. Any and all payments made under this Resolution are not to be construed as an admission of liability or wrongdoing by Jefferson County and no person or entity shall utilize this Resolution or the payments authorized and received pursuant to this Resolution as evidence of any admission of liability, or wrongdoing or a violation of any statute or law.

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

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Jan-8-2015-22

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and AECOM Technical Services, Inc. to provide for the design and production of construction plans for Brooklane Drive Widening and Improvements from Nabors Drive to Allison Bonnett Memorial Drive in the amount of \$229,591.

AGREEMENT FOR ENGINEERING SERVICES

This Agreement made this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by and between Jefferson County in the State of Alabama (hereinafter referred to as the COUNTY), and AECOM Technical Services, Inc. (hereinafter referred to as the CONSULTANT).

WHEREAS, CONSULTANT shall provide all professional services necessary for the design and production of complete roadway construction plans, including field surveys, for Brooklane Road Widening and Improvements from Nabors Avenue to Allison Bonnett

Memorial Drive, Jefferson County, Alabama.

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

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

W I T N E S S E T H

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

The CONSULTANT, in the preparation of plans and any other items pertaining thereto for this project, will meet the requirements for conformance with the Standards adopted by AASHTO, Alabama Department of Transportation (hereinafter referred to as the STATE) Standards and Specifications and will ascertain the written practices of the COUNTY prior to beginning any work on this project. All work required under this AGREEMENT will be performed in accordance with these standard practices, and any special requirements hereinafter set forth. All work performed by the CONSULTANT under this AGREEMENT will be subject to the Review, Approval and Acceptance of the COUNTY.

ARTICLE I – SCOPE OF WORK

The CONSULTANT will investigate requirements for updating stormwater permit, perform necessary field surveys and mapping, and prepare contract plans for Brooklane Road Widening and Improvements from Nabors Avenue to Allison Bonnett Memorial Drive in Jefferson County, Alabama, a distance of approximately 1.1 miles. These improvements are to facilitate the widening and improvements of this two-lane road to a 5-lane curb and gutter section with existing pavement to be removed and shall be understood to include all necessary and related work on intersections, service roads, and driveways. The work to be performed by the CONSULTANT will include: field survey and mapping; traffic and signal warrant analysis for the intersection with Davey Allison Boulevard and Allison Bonnett Memorial Drive; drainage design, replace existing slab bridge and contract plans, all as follows:

SECTION 1 – FIELD SURVEY

TASK A – MOBILIZATION AND BASIC CONTROL SURVEY

A-1 The CONSULTANT will mobilize on the project site all personnel, vehicles, and equipment necessary to complete each phase of the work. Upon completion of the work, the CONSULTANT will demobilize the field party.

A-2 A basic control survey will be performed by the CONSULTANT to locate and identify horizontal and vertical control points, which will provide control in the project corridor and will be the basis of subsequent surveys. All surveying and mapping will be performed in English units and in accordance with the Federal Highway Administration's current "Surveying and Mapping Manual". The basic control survey will be performed to at least horizontal geodetic Third Order, Class 1 and vertical geodetic Third Order classification and be tied to STATE furnished GPS points. Project benchmarks will be monumented as required at intervals not to exceed 1000 feet along the project corridor and will be established to U.S.G.S. datum. A final check level book containing all level loops and BM descriptions will be furnished to the COUNTY. The CONSULTANT will run a closure of the basic control survey to verify that the traverse qualifies for the specified classification accuracy. If the closure specification requirements are not met, sufficient additional surveying will be performed by the CONSULTANT to meet specification requirements. A closure diagram will be prepared by the CONSULTANT with a coordinate listing of all control points and submitted to the COUNTY for review and included on the project field map upon acceptance.

TASK B – PROJECT ALIGNMENT, PROFILE, AND DATA GATHERING

B-1 The CONSULTANT will establish by ground survey the proposed centerline of construction at 50-foot intervals. Ground profiles for the project centerline will be obtained at intervals not to exceed 50 feet and at all significant breaks in the ground line. All P.C.'s, P.T.'s, P.O.T.'s and other critical points necessary to reestablish the project centerline will be set and referenced with capped irons labeled with appropriate station by the CONSULTANT. A Reference Diagram with angles and distances will be shown as a part of the field map for each point referenced.

B-2 Topographic data will be obtained by the CONSULTANT by measuring X, Y, and Z coordinates of each point necessary to define underground tanks, pipes, culverts, cover and culture. Septic tanks and other underground tanks will be shown on parcels where right-of-way is required. Topographic data is not required outside the right-of-way except on property involved in right-of-way acquisition. All topographic information will be included on the project field map.

B-3 Traverses will be run by the CONSULTANT on all paved roads, side roads, railroads, and unpaved county roads a sufficient distance from the project centerline for appropriate design work to be performed or as directed by the COUNTY. All traverse ties will be included on the project field map and in the final field book with appropriate angles and station equations labeled.

B-4 Drainage areas for the project will be defined and a schematic drainage area map prepared and furnished to the COUNTY. High water elevation, drainage areas, flood profiles, etc., will be obtained and shown as described in Chapter 3 of the STATE Hydraulic Manual or otherwise at the direction of the COUNTY.

B-5 Cross-sections will be obtained by the CONSULTANT at intervals not to exceed 50 feet and at all significant ground line breakpoints

on the mainline and along side road traverses, or the density ground shots for the DTM will be to a level sufficient to extract cross-sections on 50-foot intervals, plot construction limits, and determine earthwork quantities.

#### TASK C – UTILITY SURVEYS

C-1 The CONSULTANT will perform supplemental ground control surveys as necessary to properly identify existing utilities through the project limits. Only the existing utilities within the existing right-of-way will be located. The following items will be obtained and furnished by the CONSULTANT to the COUNTY on a project utility map:

- (1) Utility ownership and address of owner.
- (2) Location, size, and type of all storm drain and sanitary sewer manholes, inlets and inverts.
- (3) Location and elevation of visible evidence of gas, water, or other pipelines, and utility facilities above and underground, including but not limited to valves, hydrants, meters, vents, pump houses, etc. Size and type of valves and pipes will be obtained.

#### TASK D – COMPILATION OF DATA AND DELIVERABLES

D-1 The COUNTY is to be furnished with the following paper plots to review upon completion of the required tasks:

1. Ground profile map along proposed project centerline with proposed grade line. The map should include all information on drainage areas, runoff coefficients, 50-year flow rate, existing drainage structure information, and historical high water elevations. Horizontal P.C. & P.T. Stations along with the Deflection Angle, Direction and Radius for all curves will be shown on the profile map. All traverse ties should also be shown with appropriate station equations. Profile maps should also be made for each traverse representing centerline of existing roadway or highest rail.
2. Project field map consisting of all planimetric and property information.
3. Project utility map showing all utilities, owner's information, project alignment, and right-of-way.
4. Contour map plotted at a 2-foot contour interval showing project alignment and planimetrics.

D-2 All survey work will be reviewed and the COUNTY and CONSULTANT will conduct an on-site inspection. The CONSULTANT will perform any corrections required by the COUNTY.

D-3 The COUNTY is to be furnished the following final information after review and inspection:

1. Mylar plot of the accepted field utility map sealed with signature by a registered land surveyor in the State of Alabama.
2. Plot of the accepted utility map.
3. Plot of the accepted profile map.
4. ASCII file containing all "control" coordinates in point number(p), northing(n), easting(e), elevation(z), and description(d) format.
5. ASCII file containing all final stationing in p, n, e, z, d format.
6. All final Station-Offset-Elevation (SOE) profile files on all alignments.
7. All final alignment reports for each horizontal alignment.
8. Final field book with all stationing, horizontal curve data, station equations, intersection angle ties, and reference point sketches. The point number should be placed beside each station, P.O.T., P.C., P.T., P.O.C., and equation point.
9. Check level book with all loops and BM's accurately described and referenced to project centerline with plus and distance where possible.
10. All graphic files submitted according to page 2-3 of the STATE CADD User Guide.
11. Quadrangle map with drainage areas outlined and proposed centerline labeled.

#### SECTION 2 – CONTRACT PLANS

The CONSULTANT will perform the following as applicable:

- A. The development of the plans will follow the procedure as shown in the COUNTY'S Design Guide.
- B. Study available traffic data to be furnished by the COUNTY, and reaffirm Design Criteria consistent with the policies of the COUNTY including intersection and side road improvements and signalization requirements.
- C. The CONSULTANT will prepare hydraulic designs and supporting calculations according to COUNTY'S Hydraulic Design Criteria. Existing culverts to be analyzed and replaced if undersized. Stormwater treatment to be reviewed.
- D. The CONSULTANT will without compromising safety, select the hydraulic design that is most cost effective from a selection of practicable design alternatives. Designs will comply with the requirements of the COUNTY.
- E. The CONSULTANT, in the development of the designs, will conduct investigations to ensure that the geometric design of pavements, if feasible, is such that the drainage capacity of the pavement is not exceeded in such a way as to create unreasonable hazardous water-film depths for hydroplaning to occur. The latest and most comprehensive technology in existence from FHWA will be used to design, analyze and correct pavement drainage deficiencies in an effort to preclude or minimize high hydroplane potential situations. Particular attention will be given to transition sections and sags of all vertical curves.
- F. Edge of Pavement Profiles worksheets with true elevations will be computed and furnished for all horizontal curve transitions and sag vertical curves where curb and gutter sections and/or a paved island is used.

- G. The CONSULTANT will prepare Floodplain Studies for the project to include a "Risk Assessment" and "Risk Analysis" where applicable in the development of designs in accordance with the requirements of Federal Aid Program Guides, 23 CFR 650A. Also, the Form HYD-102 will have to be completed during the preliminary phase of project development. Each project plan assembly submitted by the CONSULTANT for Hydraulic Review will contain no less than the minimum amount of hydraulic and hydrologic data necessary and specified in the COUNTY'S Design Guide.
- H. The hydraulic design performed by the CONSULTANT will not include any time implementing changes to FEMA Flood Plain Maps. If it is determined that a revision to the FEMA Flood Plain Map is required, a Supplemental Agreement may be entered into to provide this additional work.
- I. The CONSULTANT will prepare topographic quad maps showing drainage outfalls and other pertinent project data required by ADEM for application of Stormwater permit. The CONSULTANT will prepare an erosion control and sedimentation prevention plan including all maps and drawings required for NPDES permit.
- J. Each project Plan Assembly will include title, summary of quantities, typical section, drainage section, plan and profile, paving layout, earthwork cross-section, erosion control and sedimentation prevention, and all other sheets required for receipt of bids by the COUNTY for all work including grading, drainage, base, paving, striping, signing and signalization. Drainage structure information will be placed on the plans according to Chapter 2 of the STATE Hydraulic Manual, unless otherwise specified. The plans will show all existing topographical features, natural and man-made, surface and subsurface facilities, for the area included in the proposed right-of-way. The contract plans will be completed in detail for all construction, in accordance with the COUNTY'S design policies and practices in effect at the time of the final plan submittal. Basic computations will be made for alignment and for layout of intersections.
- K. Drainage Section drawings will be provided for all drains, existing and proposed, along the project centerline and within the project work limits. Streambed data acquired from a field survey should be used where applicable to establish and depict the streambed slope, the drain inlet, the drain outlet, and the profile configuration of the ditch or channel as it ties in to the drain.
- L. Prepare designs and detailed contract plans at a horizontal Scale of 1" = 50' and vertical scale of 1" = 5', or as otherwise approved by the COUNTY, completely dimensioned for roadway construction, together with drainage and intersection layouts. Special drawings of complicated intersections may be prepared at scales other than those above, as approved by the COUNTY.
- M. Arrangements will be made by the COUNTY with any affected utility owner to prepare plans for any utility relocations. The CONSULTANT will provide utility base sheets to the COUNTY showing existing utilities for COUNTY'S use and coordination with the utility companies.
- N. The finalized Utility Base Sheets will be a part of the respective final plan assemblies.
- O. The applicable provisions of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2012 Edition, (or latest succeeding standard specifications issued by the STATE prior to the time of final plan submittal) will apply to all work performed by the CONSULTANT under this AGREEMENT. The CONSULTANT will prepare supplemental specifications and special provisions for approval of any needed items not covered by the aforementioned Standard Specifications.
- P. Prepare estimates of quantities and construction costs for each set of contract plans, itemized and properly symbolized in accordance with the Standard Specifications above noted, using unit prices as supplied or approved by the STATE on projects of comparable work in the general area of the project, if available. Upon completion of the plans, copies of the Quantity Computations will be furnished to the COUNTY.
- Q. Preliminary detailed contract plans and estimates for each construction project shall be submitted to the COUNTY before the final tracings are completed. The CONSULTANT will prepare Traffic Control Plans for Handling Traffic during Construction and a Sequence of Construction will be prepared for each set of contract plans.
- R. The CONSULTANT will coordinate these plans with existing and proposed plans of the STATE and the COUNTY.
- S. The CONSULTANT will prepare plans using size and weight of pens and other drafting techniques that will facilitate the COUNTY'S development of one-half (1/2)-scale drawings. CADD file names and level structure shall be in accordance with CADD Standards. All Electronic Design Information (alignments, DTMs, Templates, etc.) shall be completely compatible with the STATE'S current production versions of CADD software, Bentley's MicroStation J and InRoads Version 8.2. A true model of the design surface shall be created so cross sections can be accurately annotated or a slope stake report can be created and placed in the plans. Alignment coordinates used in the Location and Design process shall also be shown in the plans.
- T. Three separate plan reviews plus other reviews up to and including the 90% Completion Review, will be conducted. The CONSULTANT will prepare and submit one (1) set of selected plan sheets for requesting materials recommendations. The CONSULTANT will prepare and submit three (3) sets of plans for a 30% completion review, a 50% Completion Review, and a 90% Completion Review. After plan revisions are complete, the CONSULTANT will submit final plans. Construction cost estimates will be furnished with the 90% Completion Review and final plan submittals. Final plan submittal will be Mylar plots, as well as electronic graphic files in DGN format and InRoads or InXpress Files and quantity calculations.

U. The CONSULTANT, at the completion of this project, will supply all CADD files, and related files, on Compact Disc (CD). The CADD files are required to be completely compatible with the STATE'S current production version of CADD software, Bentley's MicroStation J and InRoads Version 8.2. The Consultant will also supply, to the COUNTY, CADD files in AutoCAD 2000 format.

V. The CONSULTANT shall prepare bid documents as required for the project to be Let to Bid through the Jefferson County Commission.  
SECTION 3 – TRAFFIC ANALYSIS AND SIGNAL UPGRADE

The CONSULTANT will conduct a traffic analysis to determine appropriate laneage to satisfy acceptable operation (LOS D or better) at two intersections. Using the recommended laneage, the CONSULTANT will also conduct signal warrant analysis at the unsignalized intersection of Brooklane Drive at Davey Allison Boulevard and prepare signal upgrade plans for the existing signal at Allison-Bonnet Memorial Drive and new signal design plan for the potential signal at Davey Allison Boulevard.

A. Traffic Analysis and Signal Design

Task 1: Management, Communication and Coordination

The CONSULTANT will perform task management, communicate internally and externally, and coordinate with the necessary resources for the completion of the traffic and signal design portion of the project.

Task 2: Gathering Available Data:

The CONSULTANT will obtain the following data from Jefferson County

§ Public utility locations and right-of-way easements

§ Aerial photography

§ Existing signal design plans and signal timing sheets

The COUNTY will provide Existing (2014) peak hour turning movement counts for Brooklane Drive at Allison-Bonnett Memorial Drive signalized intersection. Approach counts will be provided at the intersection of Brooklane Drive at Davey Allison Boulevard to conduct a signal warrant analysis. Peak hour turning movement counts at this intersection will be conducted by COUNTY if a signal is warranted.

Design year (2024) volumes will be obtained by growing the existing turning movement counts at annual growth for 10 years. The annual growth rate will be provided by COUNTY or CONSULTANT will estimate using historic average daily traffic data.

Task 3: Traffic Capacity Analysis:

Using aerial photos as a background and utilizing data gathered in the field and from COUNTY, a Synchro model will be developed. The model will consist of existing laneage, phasing, and traffic volumes. The CONSULTANT will develop the following six models utilizing either Synchro 7.0 or Synchro 8.0 (at COUNTY'S direction).

1. Existing Geometry with 2014 volumes (Existing) – AM Peak Hour
2. Existing Geometry with 2014 volumes (Existing) – PM peak hour
3. Existing Geometry with 2024 year volumes (No-Build) – AM peak hour
4. Existing Geometry with 2024 year volumes (No-Build) – PM peak hour
5. Future Geometry with 2024 year volumes (Build) – AM peak hour
6. Future Geometry with 2024 year volumes (Build) – PM peak hour

Analysis will include the examination of Level-of-Service (LOS) and delay, queuing, and volume to capacity ratios. For purposes of the project, the CONSULTANT plans to use LOS D or better as the acceptable operation threshold. Queuing recommendations will be made using the maximum queues indicated in the SimTraffic results.

Task 4: Traffic Signal Warrants:

The CONSULTANT will conduct a signal warrant analysis using 2014 projected traffic volumes following ALDOT's latest guidelines and methodology at the intersection of Brooklane Drive at Davey Allison Boulevard.

Task 5: Traffic Signal Design:

The following locations will be included for the signal design:

- Brooklane Drive at Allison-Bonnett Memorial Drive signalized intersection
- Provide plan to accommodate intersection improvements based on the traffic study, phase changes, laneage, etc.
- Brooklane Drive at Davey Allison Boulevard signalized intersection
- Provide plan to accommodate intersection improvements based on the traffic study, phase changes, laneage, etc.

Information to be provided by COUNTY:

- Existing signal information for all signals will be provided (signal plans, cad drawings, signal timings, etc.)

#### ARTICLE II – OBLIGATION OF COUNTY TO CONSULTANT

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

A. Provide all traffic data that is deemed necessary by the COUNTY, including ADT counts, turning movement counts, percent trucks, directional distribution and other information necessary to perform lane analysis, compute signal timings, perform signal warrant analysis and design the pavement structure.

- B. Provide all available Digitized Quadrangle mapping, aerial photography, preliminary plans, layouts, profiles, survey data and any other data in connection with the work included in this AGREEMENT previously performed by or for the COUNTY.
- C. As far as possible, cooperate with the CONSULTANT in making necessary arrangements with public officials and with such individuals, as the CONSULTANT may need to contact for advice, counsel, and information.
- D. Furnish the CONSULTANT with unit prices and/or per costs to be used in cost analysis.
- E. Provide materials and base write-up.
- F. Furnish all Geotechnical and Materials recommendations including slope study report(s), and soil profile and general materials write-up for base, pavements, pipe types, earthwork shrinkage and swell factors, base pit layouts and locations, and signal pole foundation design. However, after the final profile grade is established, the COUNTY may decide to enter into Supplemental Agreement with the CONSULTANT to provide geotechnical services, if COUNTY'S geotechnical workload could create delays in the project's development.
- G. Upon receipt of prints of Final Plans from the CONSULTANT, the COUNTY will furnish plans to each utility.
- H. Provide available specifications.
- I. Coordinate with utility companies and secure appropriate utility agreements.

#### ARTICLE IV – TIME OF BEGINNING AND COMPLETION

- A. The CONSULTANT agrees to start work on the professional services outlined under Article I of this AGREEMENT with ten (10) days after the written Notice to Proceed from the COUNTY. The COUNTY will not notify the CONSULTANT to commence work until both parties have formally approved this AGREEMENT.
- B. Preparation of the preliminary plans, final plans and any Supplemental Specifications necessary for the execution of the work shall be completed within 8 months after written "Notice to Proceed" exclusive of any review time by any reviewing agencies.
- C. In case the COUNTY deems it advisable or necessary in the execution of the work to make any alteration that will increase or decrease the Scope of Work outlined in this Agreement, the time limits specified herein may be adjusted in accordance with Article VI, Section 1.

#### ARTICLE V – PAYMENT

##### SECTION 1 – FEES

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

- A. The Lump Sum of Two Hundred Thousand Nine Hundred Eighty Seven and 00/100 Dollars (\$200,987.00) shall be total compensation to the CONSULTANT for all work provided for when performed under ARTICLE I, SECTION 1 and SECTION 2 of this AGREEMENT for field survey and construction plans.
- B. The Lump Sum of Twenty Eight Thousand Six Hundred Four and 00/100 Dollars(\$28,604) shall be total compensation to the CONSULTANT for all work performed under ARTICLE I, SECTION 3 of this AGREEMENT traffic analysis and signal design..
- C. For the work contemplated under this Agreement the CONSULTANT will be compensated a maximum lump sum amount of Two Hundred Twenty Nine Thousand Five Hundred Ninety One and 00/100 Dollars (\$229,591.00).

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

##### SECTION 2 – FINAL ACCEPTANCE

The acceptance by the CONSULTANT of the final payment shall constitute and operate as a release to the COUNTY for all claims and liability to the CONSULTANT, his subcontractors, representatives and assigns for all things done, furnished or relating to the service rendered by the CONSULTANT under or in connection with this AGREEMENT.

#### ARTICLE VI – MISCELLANEOUS PROVISIONS

##### SECTION 1 – CHANGES OF WORK

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

Likewise, during the term of this AGREEMENT any service specified may be deleted and/or reduced at the discretion of the COUNTY. If such deletion or reduction becomes desirable, the CONSULTANT will be given advance notice and an equitable reduction in the CONSULTANT's fee will be negotiated and expressed by Supplemental Agreement.

SECTION 2 – OWNERSHIP OF ENGINEERING DOCUMENTS

Upon completion of the work covered by this Agreement, the CONSULTANT shall make available to the COUNTY all documents and data pertaining to the work or to the project, which material shall become the property of the COUNTY.

All original tracings or maps and other engineering data furnished to the COUNTY by the CONSULTANT shall bear thereon the endorsement of the CONSULTANT.

SECTION 3 – CONSULTANT'S ENDORSEMENT

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

SECTION 4 – DELAYS AND EXTENTIONS

In the event that unavoidable delays prevent completion of the services to be performed under this AGREEMENT in the time specified in ARTICLE IV – TIME OF BEGINNING AND COMPLETION, the COUNTY may grant a time extension to any or all phases of the work, provided written application is made by the CONSULTANT within ten (10) days after the alleged delays have occurred.

SECTION 5 – TERMINATION OR ABANDONMENT

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

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

- 1. The ratio of the amount of work performed by the CONSULTANT prior to the termination of the AGREEMENT to the total amount of work contemplated by this AGREEMENT less any payments previously made.
- 2. The amount of the expense incurred by the CONSULTANT in performing the work to the termination in proportion to the amount of expense the CONSULTANT would have incurred had he been allowed to complete the total work contemplated by the AGREEMENT, less any payments previously made.
- 3. In determining the value of the work performed by the CONSULTANT prior to the termination, no consideration will be given to profit that the CONSULTANT might have made on the uncompleted portion of the work.

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

SECTION 6 – CONTROVERSY

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

SECTION 7 – RESPONSIBILITY FOR CLAIMS AND LIABILITY

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

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

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

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

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

## SECTION 8 – GENERAL COMPLIANCE WITH LAWS

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

## SECTION 9 – SUBLETTING, ASSIGNMENT OR TRANSFER

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

## SECTION 10 – EMPLOYMENT OF COUNTY WORKER

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

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

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

## SECTION 11 – CONTROL

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

## SECTION 12 – CONDITIONS AFFECTING WORK

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

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

1. Non-discrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and lease of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964 or the Equal Opportunity provisions of Executive Order 11246 of September 24, 1965.

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

3. Sanctions of Noncompliance: In the event of the, including but not limited to:

- a) Withholding of payments to the CONSULTANT under the contract until the CONSULTANT complies and/or
- b) Contract, in Cancellation, termination or suspension of the whole or in part.

## ARTICLE VII

### SECTION 1 – EXECUTORY CLAUSE

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

purpose.

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

ARTICLE VIII

Statement of Compliance with Alabama Code Section 31-13-9.

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

ARTICLE IX

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

ARTICLE X

IN WITNESS WHEREOF the Parties have caused this AGREEMENT to be executed by their duly authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

RECOMMENDED:

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

ATTEST: JEFFERSON COUNTY, ALABAMA

Minute Clerk 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.

Jan-8-2015-23

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:  
Construction Agreement for Project STPBH-9802 (904), Project Reference Number 100007628 for Signals and Widening Phase 7; (1) Mount Olive Road at New Found Road, (2) Union Grove at Bankhead Highway, (3) Heflin Avenue at Riverwood Trail, (4) Tarrant Road at Pineywood Road/Skelton Avenue, (5) Tyler Loop Road at Sweeny Hollow Road, and (6) Chalkville Road at Pineview Road Jefferson County; which Agreement is before this Commission.
2. That the Agreement be executed in the name of the County, by the 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 8<sup>th</sup> day of January, 2015

ATTESTED:  
County Clerk

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

AGREEMENT FOR CONSTRUCTION  
BETWEEN THE STATE OF ALABAMA  
AND

JEFFERSON COUNTY, ALABAMA

Project STPBH-9802 (904)

Project Reference Number 100007628

Signals and Widening Phase 7

1. Mount Olive Road at New Found Road
2. Union Grove at Bankhead Highway
3. Heflin Avenue at Riverwood Trail
4. Tarrant Road at Pineywood Road/Skelton Avenue
5. Tyler Loop Road at Sweeny Hollow Road
6. Chalkville Road at Pineview Road

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 the COUNTY desire to cooperate in a construction program for Signals and Widening Phase 7; (1) Mount Olive Road at New Found Road, (2) Union Grove at Bankhead Highway, (3) Heflin Avenue at Riverwood Trail, (4) Tarrant Road at Pineywood Road/Skelton Avenue, (5) Tyler Loop Road at Sweeny Hollow Road, and (6) Chalkville Road at Pineview Road 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 all aspects of construction for the proposed improvements, including construction engineering and inspection costs 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 funds at the time of authorization. Any deficiency in Federal Aid, or overrun in construction costs will be borne by the COUNTY. In the event of an under run in construction costs, the amount of Federal funds will be the amount shown in this Agreement, or 80 percent of eligible costs, whichever is less.

This 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 is as follows:

	Total Estimated Cost	Estimated Federal Funds	Estimated County Fund
Construction, including			
engineering and inspection	\$6,556,081.31	\$5,244,865.05	\$1,311,216.26
TOTAL	\$6,566,081.31	\$5,244,865.05	\$1,311,216.26

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 the 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 for 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 the 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. 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) The COUNTY agrees that in the event the FHWA determines, under its rules and/or regulations that Federal funds expended on this Project (including but not limited to delay of the projects, or delay of projects contemplated to be developed and accomplished in sequence to the current projects) must be refunded to the FHWA, the COUNTY shall reimburse and pay to the STATE for and on behalf of FHWA, a sum of money equal to the total amount of STATE and Federal funds.

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

(11) 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 and a final financial settlement will be made between the parties as reflected by the audit.

(12) 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.

(13) 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.

(14) 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.

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

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

(17) 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 (7/24th Law).

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:

JEFFERSON COUNTY, ALABAMA

County Clerk

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

APPROVED AS TO FORM:

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.

WHEREAS, the County of Jefferson Alabama (hereinafter at times referred to as County) is desirous of having certain improvements made on Corridor `X' (Future 1-22) within the Limits of Jefferson County, in accordance with plans prepared by the Alabama Department of Transportation and designated as Project Number: APD-0471(533) Corridor "X" from West of US-78 to I-65 Final Base and Pave, Signing and Striping.

WHEREAS, the Alabama Department of Transportation is now or may later be desirous of receiving Federal Aid for improvement of said highway; and

WHEREAS, the Federal Highway Administration, an agency of the United States of America, will not participate in any funding for the construction of said project until and unless the County will agree to certain requirements of the Federal Highway Administration. The County for the purpose of complying with requirements of the Federal Highway Administration in regard to its funding of improvements of the type and kind in this agreement provided for, does hereby pass and adopt the following resolution:

BE IT RESOLVED by the Commission of Jefferson County, that the plans of said project including alignment, profile, grades, typical sections and paving layouts as submitted to this County and which are now on file in the office of the County Clerk are hereby approved and that the location of said project as staked out by the Alabama Department of Transportation and as shown by said plans referred to are hereby approved and the Alabama Department of Transportation, in cooperation with the Federal Highway Administration, is hereby authorized to proceed with the grading, draining, paving, and otherwise improving and construction of said project in accordance with said plans. The County by and through its Commission hereby grants to the Alabama Department of Transportation the full use of and access to the dedicated widths of any existing streets for the construction of said project and hereby agrees to permit and allow the Alabama Department of Transportation to close and barricade the said project and intersecting streets for as long as necessary while the said project is being graded, drained, paved, and otherwise improved, and hereby agrees that the use of any street or highway for parking within an interchange area will not at any time be permitted. The County hereby further agrees to adopt or pass such legally effective ordinances and/or laws as will permanently barricade and/or relocate certain intersecting streets as required by the State and to permanently deny or limit access at certain locations as required by the State along said improvements, all of which are more specifically stated as follows:

N/A

- |  |                  |
|--|------------------|
| Please refer to: Project Notes                                     | (Sheet 2G)       |
| Please refer to: Traffic Control Notes                             | (Sheets 2H - 2I) |
| Please refer to: Signing Plan Notes                                | (Sheet 2J )      |
| Please refer to: Traffic Control Plan and Sequence of Construction | (Sheets 50 - 63) |

BE IT FURTHER RESOLVED by the County Commission, that for and in consideration of the Alabama Department of Transportation in cooperation with the Federal Highway Administration, constructing said highway and routing traffic along the same through the County over said project, such County hereby agrees with the Alabama Department of Transportation and for the benefit of the Federal Highway Administration, that on the above mentioned project the County will not in the future permit encroachments upon the right of way; nor will it pass any ordinances or laws fixing a speed limit contrary to those limits provided for in Title 32, Chapter 5, Code of Alabama 1975, as amended, and other laws of Alabama; nor will it permit other than parallel parking in areas where parking is permitted; nor will it allow the placing of any informational, regulatory, or warning signs, signals, median crossover, curb and pavement or other markings, and traffic signals without written approval of the Alabama Department of Transportation and the Federal Highway Administration, of the location, form and character of such installations. The traffic control devices and signs installed during construction, and those installed after completion of this project shall be in accordance with the latest edition of the national Manual on Uniform Traffic Control Devices and accepted standards adopted by the Alabama Department of Transportation of the State of Alabama and by the Federal Highway Administration. The County further agrees that subsequent traffic control devices deemed necessary by it in keeping with applicable statutes, rules and regulations to promote the safe and efficient utilization of the highway under the authority of Title 32, Chapter 5, Code of Alabama 1975, and all other applicable laws of Alabama, shall be subject to and must have the approval of the Alabama Department of Transportation of the State of Alabama and of the Federal Highway Administration, prior to installation and the County further agrees that it will enforce traffic and control the same under the provisions of Title 32, Chapter 5, Code of Alabama 1975, and other applicable laws of Alabama.

BE IT FURTHER RESOLVED by this County Commission:

1. That the County agrees to perform all maintenance on crossroads, service drives, or relocated roads that are not designated Federal or State highways that are in the jurisdiction of the County.
2. That the County agrees to perform all maintenance on any existing road which has been replaced by a new road; or, if the existing road is not used, the County has the option of vacating same.
3. That the County agrees to perform all maintenance on interchanges to the theoretical crossing of the denied access line.
4. That the County agrees to perform all maintenance on grade separations along the roadway to the end of the bridge, or the denied access

fence, whichever the case.

It is understood and agreed that no changes in this Resolution or Agreement shall in the future be made without having obtained the prior approval of the Federal Highway Administration.

THIS RESOLUTION PASSED, ADOPTED, AND APPROVED this the 8<sup>th</sup> day of January, 2015.

ATTEST

James A. Stephens

County Clerk

Commission 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.

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Jan-8-2015-25

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Kelly Road Builders, Inc. to provide planning (milling) of existing roads to include approximately 40,000 square yards on an annual basis in the amount of \$30,000 (Exhibit A pricing on file in the Minute Clerk's Office).

CONTRACT NO. 00006939

#### PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into this day of , by and between Jefferson County, Alabama, hereinafter called "the County", and Kelly Road Builders, Inc., hereinafter called "the Contractor". The effective date of this agreement shall be , 2014.

WHEREAS, the County desires to contract for Road Milling Services for the Roads and Transportation Department, hereinafter called "Roads and Transportation"; 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 perform the services hereinafter set forth.
2. **SCOPE OF SERVICES:** This Contract results from Jefferson County's Request for Proposal No. 11-15 dated October 29, 2014, the terms of which are included herein by reference. The Contractor shall perform all necessary professional services provided under this Contract as required by Roads and Transportation. The Contractor shall do, perform, and carry out in a satisfactory and proper professional manner the following:
  - Planning (milling) of existing roads which includes approximately 40,000 square yards on an annual basis (20,000 square yards for Ketona Highway Maintenance District and 20,000 square yards for Bessemer Highway Maintenance District).
  - Milling Depths varies from 0 to 6" - Jefferson County will provide trucks for disposal of material
3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to render Road Milling Services to Roads and Transportation at any time after the effective date of this Contract. The Contract period is per the terms of ITB# 11-15.
4. **COMPENSATION:** The Contractor shall be compensated for services rendered per pricing shown in Exhibit A as attached. Contract shall not exceed \$100,000 per year.
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 with these

requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.

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

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

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

CONTRACTOR:

\_\_\_\_\_, Authorized Representative for Contractor

Kelly Road Builders, Inc.

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.

\_\_\_\_\_  
Jan-8-2015-26

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 29, 2014  
Purpose: Payment to Betty K. Boyd - Tr. No. 29 for Additional Payment for Incidental Purchase Expenses - per Form ROW-RA-16 - Project No. STPBH-7020(601) - Patton Chapel Rd - Ph. III -1666 Paton Chapel Rd.  
Agent: Alan K. Dodd  
Price: \$976.00  
Pay to the order of: Betty K. Boyd  
Mailing Address: P.O. Box 361762  
Hoover, AL 35236

Fund #4022000000, Bus. Area 5100 - Object 515710 - Fund Center - 5100000000 - Functional Area THRO - 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.

\_\_\_\_\_  
Jan-8-2015-27

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 15, 2014  
Purpose: Payment to Sidney E. Brown - for acquired right of way - 0.012 acres more or less and the temporary construction easement contains 0.063 acres, more or less (site address) - 1761 Patton Chapel Road, B'ham, AL  
Project No. STPBH-7020(601) - Patton Chapel Rd - Ph. III - Tract No. 42.  
Agent: Alan K. Dodd  
Price: \$3,400.00  
Pay to the order of: Sidney E. Brown

Mailing Address: 1761 Patton Chapel Road  
Hoover, AL 35236

Fund #4022000000, Bus. Area 5100 - Object 515710 - Fund Center - 5100000000 - Functional Area THRO - 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.

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Jan-8-2015-28

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 15, 2014

Purpose: Payment to Yeon Hyung Cho - for acquired right of way - 0.021 acres more or less and the temporary construction easement contains 0.053 acres, more or less (site address) - 3411 Conley Road, Hoover, AL  
Project No. STPBH-7020(601) - Patton Chapel Rd - Ph. III - Tract No. 55 Agent: Alan K. Dodd

Price: \$9,999.00

Pay to the order of: Yeon Hyung Cho

Mailing Address: 3411 Conley Road  
Hoover, AL 35236

Fund #4022000000, Bus. Area 5100 - Object 515710 - Fund Center - 5100000000 - Functional Area THRO - 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.

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Jan-8-2015-29

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 29, 2014

Purpose: Pay Alabama Department of Transportation 80% of Refund on Settlement of Circuit Ct. Case No. CV-2014-394  
- Tr. 8 Reduced Award - Project. No. STPBH-9802(904) Sweeney Hollow Rd. at Baggett Dr., Tyler Loop Rd.  
and North Brewster Rd.- Topics Phase VII Agent - James F. Henderson, Jr.

Price: \$4,000.00

Pay to the order of: Alabama Department of Transportation

Mailing Address: 1409 Coliseum Blvd.  
Montgomery, AL 36130-2602

Fund # 4022000000  
Bus. Area # 5100  
GL Object -# 515710  
Fund Center -# 5100000000  
WBS #C.961.D  
Functional Area - THRO

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.

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Jan-8-2015-30

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Jackson Renfro Associates, Inc. to provide engineering services for modifications at Five Mile Creek WWTP's influent pump controls in the amount of \$8,500. This Resolution replaces the previous Resolution approved on 10/29/14, minute book 167, pages 179-184 to make accurate the contract amount.

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

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Jan-8-2015-31

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the 2014 Sanitary Sewer Repair and Replacement, Contract 2 project, such certified bids having been open on Wednesday, November 19, 2014 and listed as follows:

Contractor	Amount Bid
1. Baird Contracting Co., Inc.	\$ 4,367,183.00
2. Global Construction & Engineering, Inc.	\$ 4,603,345.00
3. Bama Utility Contractors, Inc.	\$ 4,672,500.00
4. Russo Corporation	\$ 6,464,161.01

WHEREAS, after tabulation and certification by the Environmental Services staff, it has been recommended that the contract for 2014 Sanitary Sewer Repair and Replacement, Contract 2 be awarded to Baird Contracting Co., Inc. in the amount of \$4,367,183.00.

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.

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Jan-8-2015-32

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute an Agreement between Jefferson County and Seal Analytical, Inc., in the amount of \$10,070.00 for annual maintenance repair for laboratory equipment (QuAAtro analyzers and SY-2 samplers) for FY2014-2015.

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

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Jan-8-2015-33

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute the Agreement to Provide Professional Engineering Services for Cahaba River and Trussville Wastewater Treatment Plants and Al Seier Pump Station, Phase 2 Design, Bidding and Construction Services with CDM Smith, Inc. in the amount of \$3,332,857.

AGREEMENT TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR  
Cahaba River and Trussville Wastewater Treatment Plants and Al Seier Pump Station  
Phase 2 Design, Bidding and Construction Services

This AGREEMENT, made this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Jefferson County, in the State of Alabama as Party of the First Part, hereinafter referred to as the OWNER, and CDM Smith, Inc. as Party of the Second Part, hereinafter referred to as the CONSULTANT.

WHEREAS, the said CONSULTANT has agreed and by these presents does agree with the OWNER for the consideration hereinafter mentioned with payment to be administered by the OWNER to accomplish the Phase 2, design, bidding and construction engineering services for the Cahaba River and Trussville Wastewater Treatment Plants and the Al Seier Pump Station as outlined in the Scope of Work. NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter stipulated to be kept and performed, it is agreed between the parties as follows:

#### ARTICLE I – SCOPE OF WORK

CONSULTANT perform design, bidding and construction services associated with the second phase of the Cahaba River and Trussville WWTPs and the Al Seier Pump Station. The scope of this work is described in detail in Attachment A.

##### SECTION 1 – OBLIGATION OF CONSULTANT TO OWNER

The obligations of the CONSULTANT to the OWNER are outlined in detail in Attachment A.

##### SECTION 2 – OBLIGATION OF OWNER TO THE CONSULTANT

It is understood that the OWNER will:

1. Furnish requirements for the project and provide full information as to its requirements for the project.
2. Assist the CONSULTANT by placing at their disposal all available information pertinent to the project, including previous reports and any other data relative to the project.
3. Designate a project manager to coordinate CONSULTANT's work and to assist as OWNER's representative with respect to the work to be performed under this AGREEMENT.
4. Examine studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the CONSULTANT and render decisions in writing pertaining thereto within a reasonable time so as not to delay the services of the CONSULTANT.
5. Guarantee legal access to and make all provisions for the CONSULTANT to enter upon public and private lands as required for the CONSULTANT to perform the work under this AGREEMENT.
6. Give prompt written notice to the CONSULTANT whenever the OWNER observer's or otherwise becomes aware of any defect in the project.
7. Assume all costs of archaeological and vegetative studies, if required.
8. Assume all costs of public hearings, if required.
9. OWNER will operate any plant equipment as necessary and reasonable to carry out the scope of work.

##### SECTION 3 – CONFERENCES AND VISITS TO SITE

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

#### ARTICLE II – TIME OF BEGINNING AND COMPLETION

- A. The CONSULTANT agrees to start work on the professional services outlined under Article I of this AGREEMENT within ten (10) days after receipt of written notice from the OWNER to proceed. The OWNER will not notify the CONSULTANT to commence work until this AGREEMENT has been formally approved by both parties.
- B. The design work shall be completed within 198 calendar days of receipt of Notice to Proceed. The contract scope including design, bidding, and construction engineering services is scheduled to be completed within thirty-two months after the Notice-to Proceed. Should delays attributable to causes beyond the control of the CONSULTANT be encountered, the OWNER may adjust the amount of this contract by amendment, so as to reflect the cost of additional expense items and additional fee, if any, arising from the change.
- C. In case the COUNTY deems it advisable or necessary in the execution of the work to make any alteration which will increase or decrease the scope of work outlined in this AGREEMENT, the time limits specified herein may be adjusted in accordance with Article IV, Section 1.
- D. The Contract shall remain in full effect until completion of the Scope of Work and acceptance of final payment by the CONSULTANT, up to the maximum term allowed by law.

#### ARTICLE III – PAYMENT

##### SECTION 1 – FEE

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

For the work contemplated under Article I, Section 1, compensation shall be computed on the basis of a Cost Not to Exceed amount

to be paid based on man-hours and other expenses incurred at the schedule of standard charges attached as Table 6 of Attachment A. The contract shall include a maximum cost of three million, three hundred thirty two thousand, eight hundred and fifty seven dollars (\$3,332,857) as further defined in Table 2 of Attachment A.

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

#### SECTION 2 – FINAL ACCEPTANCE

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

### ARTICLE IV – MISCELLANEOUS PROVISIONS

#### SECTION 1 – CHANGES OF WORK

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

#### SECTION 2 – OWNERSHIP OF ENGINEERING DOCUMENTS

Upon completion of the work covered by this AGREEMENT, the CONSULTANT shall make available to the OWNER all documents and data pertaining to the work or to the project, which material shall become the property of the OWNER. All original tracings or maps and other engineering data furnished to the OWNER by the CONSULTANT shall bear thereon the endorsement of the CONSULTANT. Notwithstanding any provision to the contrary contained in this Agreement, CONSULTANT shall retain sole ownership to its preexisting information including but not limited to computer programs, software, standard details, figures, templates and specifications. Any reuse of the documents prepared by CONSULTANT under this Agreement for other than their specific intended purpose will be at the sole risk of the user and without liability or legal exposure to the CONSULTANT.

#### SECTION 3 – CONSULTANT'S ENDORSEMENT

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

#### SECTION 4 - DELAYS AND EXTENSIONS

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

#### SECTION 5 – TERMINATION OR ABANDONMENT

1. The OWNER shall have the right to abandon this AGREEMENT or to amend the AGREEMENT at any time, and such action shall, in no event, be deemed a breach of contract.
2. The OWNER has the right to terminate this AGREEMENT at its sole discretion upon ten (10) days written notice to the CONSULTANT and make settlement with the CONSULTANT upon an equitable basis in accordance with the following. In determining the final compensation to the CONSULTANT, the OWNER shall apply the following:
  - A. No consideration will be given to profit which the CONSULTANT might have made on the uncompleted portion of the work.
  - B. If the AGREEMENT provides for a lump sum amount, final compensation to the CONSULTANT shall be determined by the OWNER establishing the percent of satisfactory work performed by the CONSULTANT prior to the termination of the AGREEMENT multiplied by the contract amount, less any payments previously made.
  - C. If the AGREEMENT does not provide a lump sum amount, final compensation to the CONSULTANT shall be determined by the OWNER confirming all reimbursable cost incurred for satisfactory work performed by the CONSULTANT prior to the termination of the

AGREEMENT, less any payments previously made.

SECTION 6 – TERMINATION OF CONTRACT FOR BREACH

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

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

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

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

SECTION 7 – CONTROVERSY

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

SECTION 8 – RESPONSIBILITY FOR CLAIMS AND LIABILITY

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

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

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

General Liability and Property Damage.....	\$300,000.00
Automobile and Truck Bodily Injury Liability.....	\$300,000.00
Workers Compensation.....	Statutory
Professional Liability.....	\$2,000,000.00 each claim

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

SECTION 9 - GENERAL COMPLIANCE WITH LAWS

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

SECTION 10 - SUBLETTING, ASSIGNMENT OR TRANSFER

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

#### SECTION 11 - EMPLOYMENT OF OWNER WORKERS

1. The CONSULTANT shall not engage, on full or part time or other basis during the period of the AGREEMENT, any professional or technical personnel who are or have been at any time during the period of this AGREEMENT in the employ of the OWNER, except regularly retired employees, without written consent of the public employer of such person.
2. The CONSULTANT warrants that he has not employed or retained any company, or person other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this AGREEMENT, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty, the OWNER shall have the right to annul this contract without liability or, at its discretion, deduct from the contract price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts or contingent fee.
3. No COUNTY official, employee of the COUNTY, shall be admitted to any share or part of this AGREEMENT, or to any benefit that may arise therefrom, except the use of the facility being designed as enjoyed by the general public.

#### SECTION 12 – CONTROL

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

#### SECTION 13 - CONDITIONS AFFECTING WORK

1. The CONSULTANT shall be responsible for having taken steps reasonably necessary to ascertain the nature, location, scope and type of work hereunder and the general and local conditions which can affect the work or the cost hereof. Any failure by the CONSULTANT to do so will not relieve him from responsibility for successfully performing the work without additional expense to the OWNER. The OWNER assumes no responsibility for any understanding or representation by any of its officials or agents prior to the execution of this AGREEMENT, unless such understandings or representation by the OWNER are expressly stated herein. The CONSULTANT and subcontractor shall maintain all books, documents, papers, accounting records and other evidences pertaining to costs incurred for this project, and to make such material available at their respective offices at all times during the contract period and for three (3) years from the date of final payment of the OWNER funds under the terms of the contract, for inspection by the OWNER, or any authorized representative of the OWNER, and copies thereof shall be furnished if requested.
2. During the performance of this contract, the CONSULTANT or itself, its assignees and successors in interest, agree as follows:
  - A. Non-Discrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, creed, color, sex, national origin, or disability in the selection and detention of subcontractors, including procurement of materials and lease of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964 or the Equal Opportunity Provisions of Executive Order 11246 of September 24, 1965. The CONSULTANT must execute the EEO certification attached hereto as Attachment B as required by Jefferson County Commission Administrative Order AO2008-4.
  - B. Solicitations of Subcontractor, Including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding or negotiations made by CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this contract and the regulations relative to nondiscrimination.
  - C. Sanctions of Noncompliance : In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions of this contract, the OWNER shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
    - (1) Withholding of payments to the CONSULTANT under the contract until the CONSULTANT complies and/or
    - (2) Cancellation, termination or suspension of the contract, in whole or in part.

#### SECTION 14 - GOVERNING LAW/DISPUTE RESOLUTION

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

#### ARTICLE V

#### SECTION 1 - EXECUTORY CLAUSE

1. The CONSULTANT, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself in a manner consistent with such status, that he will neither hold himself out as, nor claim to be an officer or employee of the OWNER by reason hereof, and that he will not, by reason hereof, make any claim demand or application to or for any right or privilege applicable to any officer

or employee of the OWNER, including, but not limited to, Workmen's Compensation coverage or retirement membership or credit.

ARTICLE VI

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures:

CONSULTANT on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,

Christopher Provost, P.E.

CDM Smith, Senior Vice President

and the OWNER on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

RECOMMENDED:

Environmental Services Department

David Denard, Director of Environmental Services

APPROVED:

Jefferson County, Alabama

James A, 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.

\_\_\_\_\_  
Jan-8-2015-34

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute the Agreement to Provide Professional Engineering Services for Valley Creek WWTP Screens, Clarifiers, and Gas Sphere Rehabilitation between Jefferson County and Brown and Caldwell, in the amount of \$238,000.00.

AGREEMENT TO PROVIDE  
PROFESSIONAL ENGINEERING SERVICES  
FOR

Valley Creek WWTP Screens, Clarifiers, and Gas Sphere Rehabilitation

This AGREEMENT, made this the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Jefferson County, in the State of Alabama as Party of the First Part, hereinafter referred to as the OWNER, and Brown and Caldwell as Party of the Second Part, hereinafter referred to as the CONSULTANT.

WHEREAS, the said CONSULTANT has agreed and by these presents does agree with the OWNER for the consideration hereinafter mentioned with payment to be administered by the OWNER to accomplish the analysis and reporting for the engineering design, bidding and construction administration services as outlined in the Scope of Work.

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

ARTICLE I – SCOPE OF WORK

CONSULTANT shall design and develop documents for rehabilitation of the final clarifiers at the Valley Creek WWTP, along with several other rehabilitation efforts. The scope of services are described in detail in the Detailed Scope of Work in Attachment A including the list of anticipated deliverables.

SECTION 1 – OBLIGATION OF CONSULTANT TO OWNER

The obligations of the CONSULTANT to the OWNER are outlined in detail in the Detailed Scope of Work in Attachment A. CONSULTANT shall perform its services in accordance with generally accepted standards and practices customarily utilized by competent engineering firms in effect at the time CONSULTANT's services are rendered.

SECTION 2 – OBLIGATION OF OWNER TO THE CONSULTANT

It is understood that the OWNER will:

1. Furnish requirements for the project and provide full information as to its requirements for the project.
2. Assist the CONSULTANT by placing at their disposal all available information pertinent to the project, including previous reports and any other data relative to the project.
3. Designate a project manager to coordinate CONSULTANT's work and to assist as OWNER's representative with respect to the work to be performed under this AGREEMENT.
4. Examine studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the CONSULTANT and render decisions in writing pertaining thereto within a reasonable time so as not to delay the services of the CONSULTANT.

5. Guarantee legal access to and make all provisions for the CONSULTANT to enter upon public and private lands as required for the CONSULTANT to perform the work under this AGREEMENT.
6. Advertise for proposals from bidders, open the proposals at the appointed time and place, and pay for all costs incidental thereto.
7. Give prompt written notice to the CONSULTANT whenever the OWNER observer's or otherwise becomes aware of any defect in the project.
8. Negotiate any right-of-way or easements with property owners.
9. Record right-of-way or easement acquisition documents in the Probate Office of Jefferson County.
10. Assume all costs of archaeological and vegetative studies, if required.
11. Assume all costs of public hearings, if required.
12. OWNER will operate any plant equipment as necessary and reasonable to carry out the scope of work.

### SECTION 3 – CONFERENCES AND VISITS TO SITE

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

### ARTICLE II – TIME OF BEGINNING AND COMPLETION

- A. The CONSULTANT agrees to start work on the professional services outlined under Article I of this AGREEMENT within ten (10) days after receipt of written notice from the OWNER to proceed. The OWNER will not notify the CONSULTANT to commence work until this AGREEMENT has been formally approved by both parties.
- B. The work shall be completed within 540 calendar days of receipt of Notice to Proceed in accordance with the schedule in the Detailed Scope of Work in Attachment A to this contract. Should delays attributable to causes beyond the control of the CONSULTANT be encountered, the OWNER may adjust the amount of this contract by amendment, so as to reflect the cost of additional expense items and additional fee, if any, arising from the change.
- C. In case the COUNTY deems it advisable or necessary in the execution of the work to make any alteration which will increase or decrease the scope of work outlined in this AGREEMENT, the time limits specified herein may be adjusted in accordance with Article IV, Section 1.
- D. The Contract shall remain in full effect until completion of the Scope of Work and acceptance of final payment by the CONSULTANT, up to the maximum term allowed by law.

### ARTICLE III – PAYMENT

#### SECTION 1 – FEE

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

For the work contemplated under Article I, Section 1, compensation shall be computed on the basis of a Cost Not to Exceed amount to be paid based on man-hours and other expenses incurred at the schedule of standard charges. The contract shall include a maximum cost of two hundred thirty eight thousand dollars (\$238,000).

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

#### SECTION 2 – FINAL ACCEPTANCE

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

### ARTICLE IV – MISCELLANEOUS PROVISIONS

#### SECTION 1 – CHANGES OF WORK

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

time for completion of contract may be given and payment for the additional work shall be negotiated by Supplemental Agreement prior to work being undertaken by the CONSULTANT. Likewise, during the term of this AGREEMENT, any service specified may be deleted and/or reduced at the discretion of the OWNER. If such deletion or reduction becomes desirable, the CONSULTANT will be given advance notice and an equitable reduction in the CONSULTANT'S fee or cost ceiling will be made on a proportionate basis.

#### SECTION 2 – OWNERSHIP OF ENGINEERING DOCUMENTS

Upon completion of the work covered by this AGREEMENT, the CONSULTANT shall make available to the OWNER all documents and data pertaining to the work or to the project, which material shall become the property of the OWNER upon full compensation to CONSULTANT as set forth herein. All original tracings or maps and other engineering data furnished to the OWNER by the CONSULTANT shall bear thereon the endorsement of the CONSULTANT. Notwithstanding any provision to the contrary contained in this Agreement, CONSULTANT shall retain sole ownership to its preexisting information including but not limited to computer programs, software, standard details, figures, templates and specifications. Any reuse of the documents prepared by CONSULTANT under this Agreement for other than their specific intended purpose will be at the sole risk of the user and without liability or legal exposure to the CONSULTANT.

#### SECTION 3 – CONSULTANT'S ENDORSEMENT

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

#### SECTION 4 – DELAYS AND EXTENSIONS

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

#### SECTION 5 – TERMINATION OR ABANDONMENT

1. The OWNER shall have the right to abandon this AGREEMENT or to amend the AGREEMENT at any time, and such action shall, in no event, be deemed a breach of contract.
2. The OWNER has the right to terminate this AGREEMENT at its sole discretion upon ten (10) days' written notice to the CONSULTANT and make settlement with the CONSULTANT upon an equitable basis in accordance with the following. In determining the final compensation to the CONSULTANT, the OWNER shall apply the following:
  - A. No consideration will be given to profit which the CONSULTANT might have made on the uncompleted portion of the work.
  - B. If the AGREEMENT provides for a lump sum amount, final compensation to the CONSULTANT shall be determined by the OWNER establishing the percent of satisfactory work performed by the CONSULTANT prior to the termination of the AGREEMENT multiplied by the contract amount, less any payments previously made.
  - C. If the AGREEMENT does not provide a lump sum amount, final compensation to the CONSULTANT shall be determined by the OWNER confirming all reimbursable cost incurred for satisfactory work performed by the CONSULTANT prior to the termination of the AGREEMENT, less any payments previously made.

#### SECTION 6 – TERMINATION OF CONTRACT FOR BREACH

1. The Contract may be terminated by the OWNER for CONSULTANT's breach of any substantive provision of the Contract including, but not limited to, any of the following reasons:
  - A. Substantial evidence and belief that the progress being made by the CONSULTANT is insufficient to complete the Work within the specified time.
  - B. Deliberate failure on the part of the CONSULTANT to proceed with the Work when so instructed by the OWNER or to observe any requirement of these Specifications.
  - C. Failure on the part of the CONSULTANT to promptly make good or failure to make reasonable progress toward cure within 15 days any defects in the work that may be called to his attention in writing by the OWNER.
  - D. In case the CONSULTANT becomes insolvent or is declared bankrupt, or allows any final legal judgment to stand against him unsatisfied, or shall make an assignment for the benefit of his creditors.
1. Before the Contract is terminated, the CONSULTANT will first be notified in writing by the OWNER of the conditions which make termination of the Contract imminent. Fifteen (15) days after notice is given, if no effective effort has been made by the CONSULTANT to correct the conditions for which complaint is made, the OWNER may declare the Contract terminated and will notify the CONSULTANT accordingly.
2. Upon receipt of notice from the OWNER that the Contract has been terminated, the CONSULTANT shall immediately discontinue all operations, safely secure all items of the Work, and remove his equipment. The OWNER may then proceed with completion of the Work in any lawful manner that it may elect, until it is finally completed. When thus finally completed, the total cost of the Work (including all previous payments made to the CONSULTANT) will be computed and if this total cost is greater than the Contract price, the difference shall

be paid to the OWNER by the CONSULTANT.

#### SECTION 7 – CONTROVERSY

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

#### SECTION 8 – RESPONSIBILITY FOR CLAIMS AND LIABILITY

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

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

General Liability and Property Damage	\$300,000.00
Automobile and Truck Bodily Injury Liability	\$300,000.00
Workers Compensation	Statutory
Professional Liability	\$2,000,000.00 each claim

The CONSULTANT'S certificate of insurance shall provide that the insurance company gives written notice to OWNER at least ten days prior to cancellation of the policy. The foregoing Indemnity Agreement shall not be limited by reason of any insurance coverage provided.

#### SECTION 9 – GENERAL COMPLIANCE WITH LAWS

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

#### SECTION 10 – SUBLETTING, ASSIGNMENT OR TRANSFER

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

#### SECTION 11 – EMPLOYMENT OF OWNER WORKERS

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

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

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

#### SECTION 12 – CONTROL

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

#### SECTION 13 – CONDITIONS AFFECTING WORK

1. The CONSULTANT shall be responsible for having taken steps reasonably necessary to ascertain the nature, location, scope and type of work hereunder and the general and local conditions which can affect the work or the cost hereof. Any failure by the CONSULTANT to do so will not relieve him from responsibility for successfully performing the work without additional expense to the OWNER. The OWNER assumes no responsibility for any understanding or representation by any of its officials or agents prior to the execution of this AGREEMENT, unless such understandings or representation by the OWNER are expressly stated herein. The CONSULTANT and subcontractor shall maintain all books, documents, papers, accounting records and other evidences pertaining to costs incurred for this project, and to make such

material available at their respective offices at all times during the contract period and for three (3) years from the date of final payment of the OWNER funds under the terms of the contract, for inspection by the OWNER, or any authorized representative of the OWNER, and copies thereof shall be furnished if requested.

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

A. Non-Discrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, creed, color, sex, national origin, or disability in the selection and detention of subcontractors, including procurement of materials and lease of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964 or the Equal Opportunity Provisions of Executive Order 11246 of September 24, 1965. The CONSULTANT must execute the EEO certification attached hereto as Attachment F as required by Jefferson County Commission Administrative Order AO2008-4.

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

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

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

SECTION 14 – GOVERNING LAW/DISPUTE RESOLUTION

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

ARTICLE V

SECTION 1 – EXECUTORY CLAUSE

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

ARTICLE VI

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures:

CONSULTANT on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,  
Correggio L. Peagler Sr.

Brown and Caldwell

and the OWNER on the \_\_\_\_ day of \_\_\_\_\_.

RECOMMENDED:

Environmental Services Department

David Denard, Director of Environmental Services

APPROVED:

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.

\_\_\_\_\_  
Jan-8-2015-35

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute Change Order No. 1 to the Cahaba River and Trussville WWTPs Phase I TMDL Improvements contract between the Jefferson County Commission and Haren Construction Company, Inc. which adds additional piping, valve modifications and other necessary work, will increase contract by \$649,723.61 to a total of \$4,933,723.61 and increases contract time from 395 to 485 calendar days.

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

Jan-8-2015-36

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be and hereby is authorized to execute a Conditional Consent to Encroachment and Release of Damages Agreement between Jefferson County and Prince of Peace Catholic Church regarding an encroachment within a County sanitary sewer easement. There is no cost to the County associated with said agreement.

CONDITIONAL CONSENT TO ENCROACHMENT AND RELEASE OF DAMAGES

THIS AGREEMENT made as of the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_, by and between JEFFERSON COUNTY, ALABAMA (the "County") and Prince of Peace Catholic Church (the "Owner").

R E C I T A L S:

Owner is the owner of real property being the Prince of Peace Catholic Church located at 4600 Preserve Parkway, Hoover AL. 35203, more particularly described as Unit 1A Resurvey of Unit 1 of a Resurvey of Prince of Peace a Condominium as Recorded in Map Book 45 Page 60, in the Probate Office of Jefferson County, Alabama, Bessemer Division.

Owner has installed A DOUBLE 60" CORRUGATED METAL (CMP) STORM PIPE, 2 SEPARATE 60" REINFORCED CONCRETE (RCP) STORM PIPES, A 36" RCP STORM PIPE, 2 SEPARATE 30" RCP STORM PIPES, AN 18" CMP STORM PIPE, A 12" PVC STORM PIPE, 2 STORM MANHOLES, paving with curbs and gutters, sidewalks, brick mailbox, flag pole with base, trees and a elevated crosswalk over or adjacent to an existing sanitary sewer main falling within a Jefferson County sanitary sewer easement (as shown on Exhibit "A", attached collectively, the "Improvements"), for the purpose of serving the Prince of Peace Catholic Church. Owner and County mutually desire to enter into this Agreement to address the encroachment of the Improvements within the Easement.

AGREEMENT

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

1. In consideration of the mutual agreements herein, Owner agrees that the County may utilize the Easement for all intended purposes of the Easement, including, without limitation, any installation, repair, maintenance or replacement of sanitary sewer lines (collectively, the "Easement Rights"). Should the County deem it necessary to remove or disturb any of the Improvements in order to utilize the Easement for its intended purposes or exercise the Easement Rights on subject property, the County may do so at any time in its discretion, and the reasonable methodology for installation, repair maintenance or replacement of sewer lines is totally at the discretion of the County and its Department of Environmental Services. If Owners' Improvements are damaged in any way due to the exercise of County's Easement Rights, the responsibility for the replacement of Owner's Improvements or personal property or for any repairs to personal property or the Improvements and the cost of any such repairs will be borne solely by the Owner. Owner fully and forever releases and discharges the County from any and all liability, cost, damage, or expense to the Improvements suffered or incurred by Owner as a result of the County's exercise of its Easement Rights inside the easement or improvements adjacent to the easement.
2. Subject to the foregoing agreements of Owner and the terms of this Agreement, the County grants Owner a license to continue the requested encroachment and that no other or greater or further improvements or encroachment whatsoever will be allowed. No such past, present or future encroachment whatsoever will constitute an adverse possession by Owner of the Easement or Easement Rights or constitute any form of waiver or abandonment of all or any part of the Easement or of any Easement Rights.
3. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.
4. This Agreement together with the Easement constitutes the full and complete agreement of the parties with respect to the subject matter hereof, supersedes all prior discussions, correspondence and agreements with respect to the subject matter hereof and cannot be modified or amended except by a subsequent written agreement signed by Owner and the County.
5. In the event this Agreement is challenged by legal means by said Owner as a result of the County exercising its Easement Rights as defined in Item number one above, it shall be the responsibility of the Owner to cover any and all fines assessed by U.S. Environmental Protection Agency and the Alabama Department of Environmental Management as well as the cost of the cleanup of any sewage resulting from said challenge/delay. The Owner is also responsible for the cost of any damage to others including but not limited to personal property and bodily injury as a result of said challenge/delay. Furthermore, Owner agrees to pay all court costs incurred by the County as a result of the aforementioned.
6. This Agreement shall run with the land and be binding upon and inure to the benefit of the parties and their respective heirs, administrators, personal representatives, successors and assigns.

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

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President

Prince of Peace Catholic Church

\_\_\_\_\_, Pastor

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

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Jan-8-2015-37

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission District 4 annual salary for each of the following positions be changed as follows effective January 8, 2015: Appointed Confidential Secretary - County Commission (Classification 094601 be increased to \$66,950.40 and Appointed Administrative Secretary - County Commission (Classification 094602) be increased to \$67,636.80.

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

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Jan-8-2015-38

"Perfection is not attainable. But if we chase perfection, we can catch excellence"

Vince Lombardi

Whereas, it is the policy of the Jefferson County Commission to recognize achievements by those who impacted our community for the better; and

Whereas, The Leeds High School Football Team "Green Wave" is the 2014 Alabama High School Athletic Association's (AHSAA) Class 4A high school state champions; and

Whereas, in Jordan-Hare Stadium, Auburn, Alabama, on December 5, 2014 the Green Wave won their championship in their first year as a Class 4A school; and

Whereas, the Leeds Green Wave finished the 2014 state playoffs with four shutouts in five games after a 30-0 victory against Deshler High School for the championship; and

Whereas, Coach Etheredge coached the Green Wave's only other state champions in 2008 and 2010 football teams in Class 3A and believes this Leeds Green Wave 2014 Team in Class 4A is the best "Simply because of the fashion they did it in;" and

Whereas, in every helmet of this championship team there is a special person who will carry this championship with him for the rest of their lives; and

Now, therefore, be it resolved that the Jefferson County Commission congratulates the Leeds High School Football Team upon their outstanding achievement as State Champs Class 4A.

Adopted by the Jefferson County Commission at the Jefferson County Courthouse in Birmingham, Alabama. A copy of this Resolution is spread upon the minutes of the Jefferson County Commission on this 8<sup>th</sup> day of January, 2015.

James A. Stephens, President

George F. Bowman, Commissioner

Sandra Little Brown, 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.

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Jan-8-2015-39

"Perfection is not attainable. But if we chase perfection, we can catch excellence"

Vince Lombardi

Whereas, it is the policy of the Jefferson County Commission to recognize achievements by those who impacted our community for the better; and

Whereas, Clay-Chalkville High School Football Team is the 2014 Alabama High School Athletic Association's (AHSAA) Class 6A high school state champions; and

Whereas, in Jordan-Hare Stadium, Auburn, Alabama, on December 5, 2014 the Clay-Chalkville Cougars won their championship as a Class 6A school; and

Whereas, the Clay-Chalkville Cougars finished the 2014 state playoffs with a 15-0 season after 36-31 victory against Saraland High School for the championship; and

Whereas, this was Clay-Chalkville's High School second state football title. The previous one came in 1999. Coach Jerry Hood said "This was an outstanding game by two outstanding teams. I am very proud of community and of our kids especially;" and

Whereas, in every helmet of this championship team there is a special person who will carry this championship with him for the rest of their lives; and

Now, therefore, be it resolved that the Jefferson County Commission congratulates the Clay-Chalkville Football Team upon their outstanding achievement as State Champs Class 6A.

Adopted by the Jefferson County Commission at the Jefferson County Courthouse in Birmingham, Alabama. A copy of this Resolution is spread upon the minutes of the Jefferson County Commission on this 8<sup>th</sup> day of December, 2014.

James A. Stephens, President

George F. Bowman, Commissioner

Sandra Little Brown, 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.

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Jan-8-2015-40

"Perfection is not attainable. But if we chase perfection, we can catch excellence"

Vince Lombardi

Whereas, it is the policy of the Jefferson County Commission to recognize achievements by those who impacted our community for the better; and

Whereas, Pinson Valley Youth Association 95 Pound Indians Football Team is the 2014 Mid-State Youth Football Championship, November 15, 2014 at Pinson Valley High School; and

Whereas, the Pinson Valley Indians Championship was won with a commitment to many hours of practice and devotion to achieve excellence; and

Whereas, the 95 Pound Indians represented the Pinson Valley Youth Association and the City of Pinson with outstanding athletic talent and great sportsmanship; and

Whereas, the team members are: Alexander Robinson, Cameron Belser, Jaylan Bettis, Erin Callens, Phillip Thomas, Garrett Ames, Jamar Jones, John Shepherd, Caleb White, Isaiah Miles, Kronelius Lewis, Jackson McMillian, Devin Hale, Micha Sanders, Cameron Bonner, Jordan Colley, Tyler Hammond, Javiion Mitchell, Carlos Ivy, Roderick Ivy, Jr. Conner Hughes, Santan James, Brayden Robbins, Brodie Roper, John Slack, Brayden Hales, Rashad Smith, Zachary Matthews, Joshua Blakely and Devin Purifoy.

Now, therefore, be it resolved that the Jefferson County Commission congratulates the Pinson Valley Youth Association 95 Pound Indians Football Team upon their outstanding achievement at the 2014 Mid-State Youth Football Champions.

Adopted by the Jefferson County Commission at the Jefferson County Courthouse January 8, 2015, in Birmingham, Alabama.

James A. Stephens, President

George F. Bowman, Commissioner

Sandra Little Brown, 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.

Jan-8-2015-41

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.

Resolution authorizing and improving a 2% cost of living salary increase for EMA employees effective October 18, 2014.

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

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Jan -8-2015-42

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

#### PAYROLL AUTHORIZATION

##### RECITAL:

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

##### WITNESSETH:

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

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

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

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

- 1) By execution below, the Deputy District Attorney hereby elects to have his County-provided compensation/benefits paid directly to the Office of Prosecution Services and merged with his State-provided compensation and paid to him on the OPS payroll.
- 2) By execution below, the District Attorney hereby endorses and approves the above election of the Deputy District Attorney.
- 3) The County hereby agrees to make the quarterly payments in advance, no later than the 10<sup>th</sup> day of the months January, April, July and  
October of each year, of the County-provided compensation/ benefits, directly to the Office of Prosecution Services for merger with the State-provided compensation and paid to the deputy district attorney on the OPS payroll.
- 4) The amount initially to be paid by the County is set out on the attachment. Provided however, the amounts shall be automatically amended to reflect changes in the compensation to be paid by the County; i.e., the annual step raises and promotions for Deputy District Attorneys and changes in insurance coverage and the amount paid by the State.
- 5) The effective date of this Agreement shall be February 2, 2015.

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

JEFFERSON COUNTY, ALABAMA  
James A. Stephens, President

Jefferson County Commission  
Brandon K. Falls, District Attorney  
Birmingham Division  
Alford Jerome Dees, II - Deputy District Attorney  
Birmingham Division

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

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Jan -8-2015-43

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

#### PAYROLL AUTHORIZATION

##### RECITAL:

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

##### WITNESSETH:

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

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

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

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

- 1) By execution below, the Deputy District Attorney hereby elects to have his County-provided compensation/benefits paid directly to the Office of Prosecution Services and merged with his State-provided compensation and paid to him on the OPS payroll.
- 2) By execution below, the District Attorney hereby endorses and approves the above election of the Deputy District Attorney.
- 3) The County hereby agrees to make the quarterly payments in advance, no later than the 10<sup>th</sup> day of the months January, April, July and  
October of each year, of the County-provided compensation/ benefits, directly to the Office of Prosecution Services for merger with the State-provided compensation and paid to the deputy district attorney on the OPS payroll.
- 4) The amount initially to be paid by the County is set out on the attachment. Provided however, the amounts shall be automatically amended to reflect changes in the compensation to be paid by the County; i.e., the annual step raises and promotions for Deputy District Attorneys and changes in insurance coverage and the amount paid by the State.
- 5) This Agreement may be terminated by any party upon tow months prior written notice to the other parties.
- 6) The effective date of this Agreement shall be January 16, 2015, or upon the effective date of the undersigned ADA's election, if later.

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

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President  
Jefferson County Commission  
Arthur Green, Jr. , District Attorney  
Bessemer Division  
Matthew A. Reynolds - Deputy District Attorney  
Birmingham Division

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

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Jan-8-2015-44

WHEREAS, the polling location, Precinct 1020, Springville Road Public Library, was used as a temporary voting located for the November 4, 2014, election; and

WHEREAS, Tom Bradford Park, located at 1701 Edwards Lake Road, Birmingham, AL has had the necessary repairs made and can again be utilized as a polling location.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the polling precinct located at Springville Road Public Library be relocated to Tom Bradford Park.

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

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Jan-8-2015-45

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request from Karen Dunn Burks, Circuit Clerk - Bessemer Division for compensation for serving as Absentee Elections Manager for the General Election held on November 4, 2014 in the amount of \$9,200 (46 days @ \$200 per day/per election), be and hereby is approved.

Compensation is authorized by Section 17-10-14 (Amended) of the Code of Alabama 1975, an Attorney General's opinion dated June 28, 2002 and Act No. 2006-327.

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

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Jan-8-2015-46

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Jefferson County Library Cooperative.

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and Jefferson County Library Cooperatiye (hereinafter called the "Contractee").

WITNESSETH:

WHEREAS, the County Commission desires to, develop and promote County resources; and

WHEREAS, the County recognizes the Public Libraries of Jefferson County are resources of the County and fulfill public purposes;  
and

WHEREAS, the County desires to provide capital funding to the Contractee.

NOW, THEREFORE, IN CONSIDERATION of the premises and the obligation of the parties hereinafter set forth, the parties agree as follows:

1. The term of this Agreement shall begin upon the joint execution of this contract by the County and the Contractee and end September 30, 2015.
2. The County shall pay to the Contractee a total of \$157,000 within 30 days execution of this contract, such funds to be used by the

Contractee solely for the following purposes:

- a. Meru Access Points - \$12,000

Replace the current Cisco wireless access points and local DSL Wi-Fi services with Meru wireless access points that allow IT services greater management and control capacity.

- b. Brocade Switches, Part 1 -\$92,000 - 20 library locations upgraded

Replace Cisco communications equipment that has passed the end of life with Brocade, layer 3 switches, which will provide each library with updated communications equipment that will make their connection to the JCLC WAN (Wide Area Network) more reliable.

- c. Delivery Vehicle Replacements - \$53,000

Replace two delivery vehicles due to wear and tear from countywide materials deliveries.

ANY PASS-THROUGH FOR OTHER USE OR PURPOSE IS PROHIBITED.

3. The Contractee shall deliver to the Jefferson County Finance Department a detailed report describing the use of the funds and program benefits no later than 60 days following the expenditures or by September 30, 2015 whichever shall first occur.

4. The Contractee shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by Contractee for a period of not less than three (3) years from termination of the fiscal year set out above. These funds and any client fees and other income collected in connection with the programs supported by these funds shall be accounted for, carried forward, and used only for these programs.

5. Contractee and the Contractee 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 passed-through to another entity or individual.

6. Contractee and the Contractee 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 Contractee 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.

7. Any violation of this certification shall constitute a breach and default of this Agreement which shall be cause for termination. Upon such termination Contractee 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 this Agreement to be executed by their duly authorized representatives on the dates reflected below.

JEFFERSON COUNTY, ALABAMA

James A. Stephens

Jefferson County Commission

JEFFERSON COUNTY LIBRARY COOPERATIVE

Patricia Ryan, Executive Director

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

1/08/2015

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	Doc No
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PLUMBERS LICENSE RENEWAL AND LIMIT ASSEMBLY	GEN SVCS: ADMIN	202.00	1900086767
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCHASE GAS VALVE AND NUTS/WASHERS FOR BESSEMER	GEN SVCS: ADMIN	123.02	1900086540
DISTRICT 1	1000193	JEFFERSON CO TREASURER	FOUR 3-PHASE MONITOR RELAYS & 23 LIGHT SOCKETS	GEN SVCS: ADMIN	400.01	1900086490
DISTRICT 1	1000193	JEFFERSON CO TREASURER	LICENSE RENEWAL FOR PLUMBING & GAS FITTER-LANGSTON	GEN SVCS: ADMIN	300.00	1900086496
DISTRICT 1	1000193	JEFFERSON CO TREASURER	CEILING TILE FOR BESS PUBLIC SAFETY BUILDING	GEN SVCS: ADMIN	384.00	1900086705
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCHASED HAND PRUNERS & LOPING SHEARS FOR GROUNDS	GEN SVCS: ADMIN	97.94	1900086557
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PARKING OVERPAYMENT CHARGED TO EMPLOYEE-D. EDWARDS	GEN SVCS: ADMIN	480.00	1900086758

DISTRICT 1	1000193	JEFFERSON CO TREASURER	CHECK VALVE, PADLOCKS, SHEETROCK & STUDS FOR SITES	GEN SVCS: ADMIN	382.22	1900086590
*DISTRICT 1					2,369.19	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH - BILLIE MARSALA 12/8/14	PER BD: TESTING	17.02	1900086463
DISTRICT 2	1000193	JEFFERSON CO TREASURER	FOOD/SUPPLIES FOR RESIDENTS	YOUTH DET: SUPPORT SVCS	151.75	1900086772
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CLOTHING FOR RESIDENTS	YOUTH DET: SUPPORT SVCS	352.77	1900086599
DISTRICT 2	1000193	JEFFERSON CO TREASURER	MEDICINE/SUPPLIES FOR RESIDENTS	YOUTH DET: SUPPORT SVCS	149.68	1900086601
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH - JOHNATHAN CHARLES 12/17/2014	PER BD: TESTING	34.03	1900086608
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH: STORM WATER FEES 10/1/2014	COMMUNITY DEV	60.00	1900086761
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH: STORM WATER FEES 10/1/2014	COMMUNITY DEV	60.00	1900086759
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH: STORM WATER FEES 10/1/2014	COMMUNITY DEV	60.00	1900086760
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH: STORM WATER FEES 10/1/2014	COMMUNITY DEV	45.00	1900086762
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH - JOHNATHAN CHARLES 12/17/2014	PER BD: TESTING	39.29	1900086607
DISTRICT 2	1000193	JEFFERSON CO TREASURER	SUPPLIES FOR RESIDENTS	YOUTH DET: SUPPORT SVCS	210.16	1900086763
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PURCHASE OF TWO FENCE POLES FOR FAMILY CT. GATE	FC ADMINISTRATION	87.40	1900086579
DISTRICT 2	1003689	AYLA TIERA RUSSELL	TUITION REIMBURSEMENT - AYLA RUSSELL 12/17/2014	PER BD:INFO TECHNOLOGY	600.00	1900086617
DISTRICT 2	1003767	FREDERICK HAMILTON	TRAVEL: HUD SEMINAR F. HAMILTON REFUND	COMMUNITY DEVELOPMENT	298.03	1900086497
DISTRICT 2	1022530	SHERYL CAMPBELL	STAFF TRAVEL - SHERYL CAMPBELL 11/2014	PER BD:INFO TECHNOLOGY	75.00	1900086577
DISTRICT 2	1022746	PAULA LEETH-POTTER	REIMBURSEMENT FOR PAULA LEETH-POTTER 9/14-17/14	ECON DEV WKFC INVEST	106.22	1900086441
DISTRICT 2	1025242	TODD HOLLOWAY	ASSESSOR REIMBURSEMENT - TODD HOLLOWAY 12/8/14	PER BD: TESTING	240.83	1900086459
DISTRICT 2	1025886	DAVID GOLDMAN	ASSESSOR REIMBURSEMENT - DAVID GOLDMAN 12/8/2014	PER BD: TESTING	220.34	1900086458
DISTRICT 2	1030554	LT STEVEN KILPATRICK	ASSESSOR REIMBURSEMENT - STEVEN KILPATRICK 12/8/14	PER BD: TESTING	211.67	1900086460
DISTRICT 2	1032165	DEREK MARSHALL	REFUND FOR TRAVEL FOR DEREK MARSHALL 9/21-24/14	ECON DEV WKFC INVEST	56.06	1900086440
DISTRICT 2	1032541	KIMBERLY INGRAM	STAFF TRAVEL - KIMBERLY INGRAM 11/2014	PER BD: ADMIN	73.15	1900086576
DISTRICT 2	1032589	ANTHONY ALFORD	ASSESSOR REIMBURSEMENT - ANTHONY ALFORD 12/8/14	PER BD: TESTING	309.68	1900086444
DISTRICT 2	1032590	MELISSA ARNOLD	ASSESSOR REIMBURSEMENT - MELISSA ARNOLD 12/8/14	PER BD: TESTING	184.13	1900086445
DISTRICT 2	1032591	JASPER ARRINGTON	ASSESSOR REIMBURSEMENT - JASPER ARRINGTON 12/8/14	PER BD: TESTING	248.12	1900086446
DISTRICT 2	1032592	BILLY BARNES	ASSESSOR REIMBURSEMENT - BILLY BARNES 12/8/14	PER BD: TESTING	238.00	1900086447
DISTRICT 2	1032593	CHRISTOPHER BERRY	ASSESSOR REIMBURSEMENT - CHRISTOPHER BERRY 12/8/14	PER BD: TESTING	698.48	1900086448
DISTRICT 2	1032594	TERRY BUSCH	ASSESSOR REIMBURSEMENT - TERRY BUSCH 12/8/14	PER BD: TESTING	366.61	1900086449
DISTRICT 2	1032595	MAURICE BYRD	ASSESSOR REIMBURSEMENT - MAURICE BYRD 12/8/2014	PER BD: TESTING	378.13	1900086450
DISTRICT 2	1032596	AARON CALDWELL	ASSESSOR REIMBURSEMENT - AARON CALDWELL 12/8/14	PER BD: TESTING	392.30	1900086451
DISTRICT 2	1032597	JOHN CRESPO	ASSESSOR REIMBURSEMENT - JOHN CRESPO 12/8/14	PER BD: TESTING	175.00	1900086452
DISTRICT 2	1032598	ANDRE DEAN	ASSESSOR REIMBURSEMENT - ANDRE DEAN 12/8/14	PER BD: TESTING	252.98	1900086453
DISTRICT 2	1032599	JAYSON EDGE	ASSESSOR REIMBURSEMENT - JAYSON EDGE 12/8/14	PER BD: TESTING	201.73	1900086454
DISTRICT 2	1032600	ANTHONY GILMORE	ASSESSOR REIMBURSEMENT - ANTHONY GILMORE 12/8/14	PER BD: TESTING	211.67	1900086456
DISTRICT 2	1032648	FLORA WILLIAMS	TRAVEL REFUND FOR BOARD MEMBER FLORA WILLIAMS	ECON DEV WKFC INVEST	754.53	1900086876
*DISTRICT 2					7,559.76	
DISTRICT 3	1000140	CHARLES BUCHANNON	TRAVEL-BUCHANNON-REIMBURSEMENT	SHERIFF ENFORCE-BHAM	155.88	1900086536
DISTRICT 3	1000193	JEFFERSON CO TREASURER	LITHIUM GREASE, AND AIRCHUCK	ES: TURKEY CREEK WWTP	41.36	1900085954
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PETTY CASH-J M DAVIS-FLASH CARD READER	SHERIFF ENFORCE-BHAM	38.49	1900086502
DISTRICT 3	1000193	JEFFERSON CO TREASURER	SHIPPING FEE, FUEL, HOLIDAY DECOR	FLEET MGMT: ADMIN	175.89	1900086523
DISTRICT 3	1000193	JEFFERSON CO TREASURER	TIE STRAPS, GAS CYLINDERS, KEROSENE - KETONA	R&T: HIWY MAINT-KETONA	217.58	1900086436
DISTRICT 3	1000193	JEFFERSON CO TREASURER	B98 V-BELT, XDUCER RETRO KIT,5VX750 V-BELT	ES: PKAGE WWTP & PUMP STA	301.86	1900086535
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PE AND LAND SURVEYOR LICENSE RENEWAL-BRIAN ROHLING	ES: SANITATION ADMIN	45.00	1900086461
DISTRICT 3	1000193	JEFFERSON CO TREASURER	RELAY	ES: TURKEY CREEK WWTP	10.17	1900086298
DISTRICT 3	1000193	JEFFERSON CO TREASURER	CERTIFICATE RENEWAL	ES: TRUSSVILLE WWTP	60.00	1900086489
DISTRICT 3	1000193	JEFFERSON CO TREASURER	CLEANER CABLE,UNIFORM PANTS;	ES: VILLAGE ELECT SHOP	257.66	1900086551
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PETTY CASH-BOWDEN-FUEL	SHERIFF ENFORCE-BHAM	52.46	1900086501
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PE AND LAND SURVEYOR LICENSE RENEWAL-DANIEL WHITE	ES: SANITATION ADMIN	45.00	1900086773
DISTRICT 3	1000193	JEFFERSON CO TREASURER	WIPER BLADES,VALVE,PARTS,ELEVATOR INSPECTION,DUES;	ES: FIVE MILE MAINT SHOP	165.71	1900086723
DISTRICT 3	1000193	JEFFERSON CO TREASURER	STUMP GRINDER & ADAPTER, FUEL, CARD PAPER	R&T: HIWY MAINT-KETONA	247.49	1900086560
DISTRICT 3	1000193	JEFFERSON CO TREASURER	BATTERIES, KEYBOARD & MOUTH	R&T: HIWY MAINT-KETONA	162.41	1900086593
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PETTY CASH-JAEGER-INK FOR PRINTER	SHERIFF ENFORCE-BHAM	39.99	1900086591
DISTRICT 3	1000643	AMERICAN BAR ASSOCIATION	2015 ABA DUES - ALLISON LYNNE NICHOLS-GAULT	COUNTY ATTORNEY	115.00	1900086597
DISTRICT 3	1000643	AMERICAN BAR ASSOCIATION	2015 ABA DUES - CAROL S. NELSON - MEMBER #00142425	COUNTY ATTORNEY	323.00	1900086594
DISTRICT 3	1000643	AMERICAN BAR ASSOCIATION	2015 ABA DUES-THEODORE A. LAWSON-MEMBER #02253707	COUNTY ATTORNEY	323.00	1900086595
DISTRICT 3	1001216	ANNE-MARIE ADAMS/CLERK	COST BILL-JEFFCO V. TALIA FAMILY TRUST CV 2014-394	COUNTY ATTORNEY	10.00	1900086588
DISTRICT 3	1003365	TIMOTHY EDGIL	TRAVEL REIMBURSEMENT-EDGIL	SHERIFF ENFORCE-BHAM	59.33	1900084073
DISTRICT 3	1003713	TYLER EATON MORGAN	WORKING V. JEFFCO - HEARING TRANSCRIPT 12/4/14	COUNTY ATTORNEY	92.25	1900086606
DISTRICT 3	1022260	MIDDLE CREEK MED CENTER	MEDICAL RECORDS-EMMAS THOMAS V. JEFFCO	COUNTY ATTORNEY	43.87	1900086589
DISTRICT 3	1031417	PAIGE ABBOTT	TRAVEL REFUND FOR PAIGE ABBOTT	SHERIFF ENFORCE-BHAM	72.71	1900084077
DISTRICT 3	1032700	RUSSELL BUILDING CO INC.	REFUND SEWER IMPACT FEE	ES: SANITATION ADMIN	6,036.38	1900086488
*DISTRICT 3					9,092.49	
DISTRICT 4	1000193	JEFFERSON CO TREASURER	LODGING TAX REIMB FOR JEFF GUNTER 10/14-16/2014	LAND DEVELOPMENT	27.30	1900084278
DISTRICT 4	1000193	JEFFERSON CO TREASURER	3-IN-1 JUMP STARTER	LAND DEVELOPMENT	39.99	1900084276
DISTRICT 4	1020923	ALABAMA FIRE COLLEGE	13SMA BHM HVY - TRENCH I/II & CONFINED SPACE I/II	EMA	1,475.00	1900086558
*DISTRICT 4					1,542.29	
DISTRICT 5	1000193	JEFFERSON CO TREASURER	REVENUE-REIM. POSTAGE-UPS & FEDEX CHGS	REVENUE	68.12	1900086768
DISTRICT 5	1000193	JEFFERSON CO TREASURER	REVENUE-RETURN AUDIT-W.S. MOORE 7/13/14 GA	REVENUE	9.66	1900086769
DISTRICT 5	1000193	JEFFERSON CO TREASURER	REVENUE-RETURN AUDIT-W.S. MOORE 9/21/14 IL	REVENUE	36.88	1900086770
DISTRICT 5	1000193	JEFFERSON CO TREASURER	REVENUE-RETURN AUDIT-E. WOODIS DOC#19-80458	REVENUE	19.03	1900086765
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PETTY CASH REIMBURSEMENT FOR IPHONE PART	INFO TECH: GEO INFO SYS	29.95	1900086687
DISTRICT 5	1001461	BIRMINGHAM REPORTING SVC	TARGET / BOE TRANSCRIPT AND COPY	BD OF EQUAL - BHAM STATE	121.50	1900086438
DISTRICT 5	1002207	LEXISNEXIS MATTHEW BENDER	2014 UPDATE TITLE 40 V21 AND V21A	BD OF EQUAL - BHAM STATE	392.20	1900086462
DISTRICT 5	1003128	LEONID MAZUR	REIMBURSEMENT TO MAZUR FOR TRAVEL TO SAN DIEGO, CA	INFO TECH: SYS DEV & ADMIN	403.62	1900086027
DISTRICT 5	1003340	IEEE	MEMBERSHIP RENEWAL TO IEEE FOR TAYLOR	INFO TECH: TECH SER	351.00	1900086429
DISTRICT 5	1004733	FREEDOM REPORTING INC	BALANCE ON CV-2011-204	BD OF EQUAL - BHAM STATE	4.50	1900086437
*DISTRICT 5					1,436.46	
**					22,000.19	

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

Jan-8-2015-47

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 12/9/14 - 12/15/14

- ENVIRONMENTAL SERVICES FROM ALABAMA GRAPHICS INCORPORATED, BIRMINGHAM, AL, TO AWARD BID FOR MULTI-FUNCTIONAL WIDE FORMAT SYSTEM FOR THE PERIOD OF 1/08/15 – 1/07/16. REFERENCE BID # 23-15
- COOPER GREEN MERCY HEALTH SERVICES FROM KONE INCORPORATED, MOLINE, IL, CONTRACT RENEWAL FOR OPEN PURCHASE ORDER FOR MONTLYLY ELEVATOR SERVICE FOR THE PERIOD OF 1/01/14 – 12/31/16.

SAP PURCHASE ORDER # 2000082890 \$36,000.00 TOTAL REFERENCE BID # 170-13

3. ENVIRONMENTAL SERVICES FROM CCA FINANCIAL, BALTIMORE, MD, TO LEASE VNX DATE STORAGE EQUIPMENT. SAP PURCHASE ORDER # 2000083595 \$18,250.56 TOTAL REFERENCE BID # 43-13, CLARITY CONTRACT # CON-00000629 REFERENCE BID # 96-10, EQUIPMENT SCHEDULE # 28  
For Week of 12/16/14 - 12/22/14
1. COOPER GREEN MERCY HEALTH SERVICES FROM BRUCE OFFICE SUPPLY & FURNITURE, BIRMINGHAM, AL, TO AWARD BID FOR OFFICE CHAIRS ON AS NEEDED BASIS FOR THE PERIOD OF 1/08/15 – 1/07/16.  
REFERENCE BID # 19-15
2. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM BRANNON HONDA, BIRMINGHAM, AL, TO AWARD BID FOR THE PURCHASE OF FOUR (4) 2015 HONDA ACCORD LX SEDANS PER SPECIFICATION ON AS NEEDED BASIS FOR THE PERIOD OF 12/18/14 – 6/30/15. REFERENCE BID # 26-15
3. ENVIRONMENTAL SERVICES (VILLAGE ELECTRIC SHOP) FROM JASPER ELECTRIC MOTOR, JASPER, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR LARGE MOTOR REPAIRS ON AS NEEDED BASIS FOR THE PERIOD OF 10/01/14 – 9/30/15. SAP PURCHASE ORDER # 2000075660 CHANGE ORDER \$100,000.00  
REFERENCE BID # 131-12 PURCHASE ORDER \$260,000.00 TOTAL
4. FAMILY COURT – ADMINISTRATION FROM DEX IMAGING, HOMEWOOD, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO ADD FAX KIT TO COPIER. SAP PURCHASE ORDER # 2000082755  
CHANGE ORDER \$ 642.00 REFERENCE BID # 105-14 PURCHASE ORDER \$7,757.00 TOTAL
5. FAMILY COURT – ADMINISTRATION FROM DEX IMAGING, HOMEWOOD, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO ADD FAX KIT TO COPIER. SAP PURCHASE ORDER # 2000082757  
CHANGE ORDER \$ 642.00 REFERENCE BID # 105-14 PURCHASE ORDER \$7,757.00 TOTAL

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

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Jan-8-2015-48

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE EXCEPTION REPORT FILED BY THE PURCHASING DIVISION FOR THE WEEK OF 12/9/14 - 12/15/14 and 12/16/14 - 12/22/14, 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.

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Jan-8-2015-49

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE ENCUMBRANCE REPORT FILED BY THE PURCHASING DIVISION FOR THE WEEK OF 12/9/14 - 12/15/14, excluding PO# 2000083625 and 12/16/14 - 12/22/14, 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.

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STAFF DEVELOPMENT

Multiple Staff Development

Environmental Services

Daniel White	\$50.00
Matt Alpaugh	\$50.00
David Denard	\$50.00
Alabama Utility Management Workshop Montgomery, AL – January 14, 2015	

Tax Assessor Bessemer Richard Green, Jim Weldon, Cindy Jinks, Cheryl Hoskins, Amy Bogue, Bobby Miles AAAO Mid-Winter Pre-Conference Class Birmingham, AL – March 5-8, 2015	(State funds)	\$650.00
Individual Staff Development		
Commission District 5 Pascal Caputo Montgomery – Legislative Conference Montgomery, AL – December 3-4, 2014		\$230.85
Community and Economic Development Keith Strother National Association of Workforce Boards Washington, DC – March 27-21, 2015	(grant funds)	\$3,048.30
Frederick Hamilton NDRC Summit Atlanta, GA – December 17-19, 2014	(grant funds)	\$568.68
County Manager Dan Biles Alabama County Management Association Montgomery, AL – February 11-13, 2015		\$652.96
General Services Keith Harris Workshop/Certification Tampa, FL – February 25 – March 1, 2015		\$1,938.40
Revenue Wesley Moore Tax Audit Charlotte, NC – January 18-23, 2015		\$1,266.68
Bruce Thompson Tax Audit Atlanta, GA – February 8-13, 2015		\$1,328.50
Travis Hulsey Institute of Management Accountants Professional Development Birmingham, AL – September 26, 2014		\$180.00
Tax Assessor – Bessemer Alecia Jackson AAAO Mid Winter Pre Conference Class Birmingham, AL – March 4, 2015	(State funds)	\$100.00
For Information Only		
Personnel Board Terria McDonald 2015 Technology Fair Birmingham, AL – February 17, 2015		\$250.00
Terria McDonald 2015 General Interest and Business Center Fair Tuscaloosa, AL – February 18, 2015		\$575.00
Terria McDonald 2015 Spring Career Week Normal, AL – February 26, 2015		\$150.00
Jim Greene 2015 Health Sciences Fair Gadsden, AL – February 25, 2015		\$25.00
Kimberly Ingram Controlling Chaos and Thriving Under Pressure Birmingham, AL – February 25-26, 2015		\$399.00
Sheriff's Office Barrie Alexander Angela Frazier William Powell Wanda Mitchell		\$1,313.04 \$1,313.04 \$1,313.04 \$1,313.04

22<sup>nd</sup> Annual Anti Gang Workshop  
Weston, FL – August 2-5, 2015

Ryan Murkerson	\$825.00
Lisa Bartels	\$825.00
Mark Bassett	\$825.00
Jacob Bradley	\$825.00
Nathan Nichols	\$825.00
Advanced Traffic Crash Investigation Online – March 30 – June 14, 2015 various times	

M T Green	\$540.00
James Burns	\$540.00
PO Hill	\$540.00
Interviewing and Interrogation Techniques Birmingham, AL – February 25-17, 2015	

David Agee	\$425.00
Managing Major Cases Birmingham, AL – October 1-3, 2014	

Brian Streit	\$1,232.16
Basic Bloodstain Pattern Analysis Pensacola, FL – January 25-30, 2015	

William Mitchell	\$800.00
APOST Certification Tuscaloosa, AL – December 8-19, 2014	

Brad Dickey	\$486.30
Criminal Investigation of Deadly Force & Officer Involved Shootings Nashville, TN – January 20-23, 2015	

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

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BUDGET TRANSACTIONS

Emergency Management Agency \$40,444.60

Increase revenues and expenditures to record funds from the sale of 13 travel trailers via GovDeals.

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

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Jan-8-2015-50

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute a Non-Disclosure and Data License Agreement between Jefferson County and \_\_\_\_\_ authorizing the use of Geographical Information Systems digital products and services in accordance with the approved County GIS fee schedule.

**TRICE P.C. CONSULTING ENGINEERS**

**CROUCH ENGINEERING P.C.**

JEFFERSON COUNTY GEOGRAPHIC INFORMATION SYSTEMS

NON-DISCLOSURE AND DATA LICENSE AGREEMENT

IN CONSIDERATION of the payment by \_\_\_\_\_, the LICENSEE of the applicable fees in accordance with the Jefferson County Geographic Information Systems fee schedule, Jefferson County hereby licenses and lets unto the following LICENSEE the use, for its own purposes and no other, of selected digital data elements as described below.

This LICENSE is subject to the following conditions and provisions:

A) The LICENSE hereby granted is for the use of the LICENSEE for its internal purposes only and may not be assigned, granted, sold, transferred, or in any other way made available to any other individual, firm, company, corporation or government or governmental agency without the specific written consent of Jefferson County.

B) The digital data elements licensed hereby are without any warranty whatsoever, express or implied, or for any particular

purpose whatsoever and are accepted by LICENSEE "as is."

C) The term of this LICENSE shall be indefinite. Provided however, LICENSOR may terminate this LICENSE for breach of any of its conditions or provisions by delivery to LICENSEE of a written notice of termination. Upon such termination LICENSEE shall immediately return to LICENSOR all elements and items licensed hereby and all copies thereof. LICENSEE shall not be entitled to any refund of fees. LICENSEE shall be liable to LICENSOR for all damages resulting to or incurred by LICENSOR from the breach hereof.

GIS DIGITAL PRODUCTS AND SERVICES LICENSED HEREBY:

GIS Data and Services

Executed on the dates reflected below by the duly authorized representatives of the parties hereto.

JEFFERSON COUNTY, ALABAMA

CONTRACTEE

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.

\_\_\_\_\_  
Jan-8-2015-51

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. VI to the Agreement between Jefferson County, Alabama and Kronos, Inc. to provide maintenance and support for Kronos software and hardware for the period April 2, 215 - April 1, 2016 in the amount of \$57,554.75.

CONTRACT NO.: CON00003727

Contract Amendment No. VI

This Amendment to the original Kronos Sales, Software License and Services and Equipment Support agreement entered into on March 24, 2009, minute book 157, page 569; amendment 2 approved by Commission May 24, 2011; amendment 3 approved by Commission July 7, 2012; Amendment 4 approved by Commission March 28, 2013, and amendment 5 approved by Commission March 27, 2014, between Jefferson County, Alabama, hereinafter referred to as "the County, and Kronos, Inc., hereinafter referred to as the "Contractor" to provide maintenance and support for Kronos hardware and software.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

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

Pursuant to Section D. 2 of the Kronos Sales, Software License and Service Agreement and Section 1 of the Equipment Support Agreement, the parties agree to extend the Software Support term of the Contract from April 2, 2015 to April 1, 2016. The parties further agree that the Kronos Support Services Quote Contract Number 1141473 R02-DEC-14, dated December 9, 2014, in the amount of \$57,554.75 is incorporated herein by reference and shall be governed by the Terms and Conditions of the Contract.

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

JEFFERSON COUNTY COMMISSION

James A. Stephens, President

Kronos, Inc.

\_\_\_\_\_, 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.

\_\_\_\_\_  
Jan-8-2015-52

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the General Retirement System take the following action:

Voncile Patterson, Environmental Services was granted a military leave of absence from March 15, 2014 to August 13, 2104, and the amount of pension contributions due Voncile Patterson is \$1,009.22 plus the County matching contributions of \$1,009.22 for a total of \$2,018.44.

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

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Jan-8-2015-53

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 Alabama Department of Senior Services to provide funding in the amount of \$26,941 for the Senior Medicare Patrol Capacity Expansion Program for the period September 29, 2014 - September 30, 2015.

#### GRANT AGREEMENT

This Grant Agreement is entered into by and between the Office of Senior Citizens Services (hereinafter referred to as the AAA) and the Alabama Department of Senior Services, (ADSS) for the implementation of the Senior Medicare Patrol Capacity Expansion Grant # 90SP0093-01-00. CFDA 93.048).

**PURPOSE:** The SMP Capacity Grant funding opportunity is intended to foster program coverage; improve beneficiary education and inquiry resolution for other areas of health care fraud; foster national and state program visibility and consistency; improve the efficiency of the SMP program while increasing results for both operational and quality measures; and target training and education to isolated and hard-to-reach populations. The SMP Capacity Grant supports the goals of the SMP Basic grant.

**TERM OF AGREEMENT:** The grant shall begin September 29, 2014, and terminate not later than September 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 \$26,491.00. Funds will be used for the purpose of this agreement only and shall be paid upon submission of a cash draw down form.

**REPORTING:** Reporting requirements shall be the same as required in the SMP Basic Grant, however, funding and activities related to the SMP Capacity Grant shall be reported separately from the SMP Basic Grant. Report all SMP Capacity Grant activities, following program guidance, to ADSS by the 10<sup>th</sup> of each month following prior month activities. The SMART FACTS data will be submitted to the Office of Inspector General by ADSS. Reporting will be accurate and true. Financial reports shall be required in accordance with ADSS policies and procedures. Financial reports will be submitted by the 21<sup>st</sup> of the month following the end of the program quarter. ADSS will monitor quarterly expenditure reports. Reports not reflecting expenditure of funds each quarter will be cause for an administrative review. Continued accumulation of unspent funds may result in the reallocation of funding during the grant period.

**CONTINGENCY CLAUSE:** It is expressly understood by both parties and mutually agreed that any commitment of funds herein shall be contingent upon receipt and availability of funds under the program for which this agreement is made. In the event of the proration of the fund from which payment under this agreement is to be made, the agreement will be subject to termination.

**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 AAA, 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.

**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 AAA'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:** At any time during normal business hours, and as often as ADSS may deem necessary for purposes of monitoring and evaluation, the AAA shall make available to ADSS, the Alabama Department of Examiners of Public Accounts, the Comptroller General or any other authorized designee all records with respect to matters covered by this grant agreement and will permit ADSS or those authorized designees to audit, examine, investigate, or extract excerpts from invoices, materials, documents, papers, records or gather data relating to matters covered by the grant.

CONFIDENTIALITY: The AAA 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. The AAA 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.

IMMIGRATION LAW COMPLIANCE: By signing this agreement, the AAA affirms, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. If the AAA 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. The AAA 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.

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.

MANDATORY DISCLOSURES: AAA is required to notify ADSS in writing of all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this Federal award.

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

ALABAMA DEPARTMENT OF SENIOR SERVICES

Neal G. Morrison, Commissioner

Todd Russell

(For Legal Compliance/Form)

Area Agency on Aging

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.

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Thereupon the Commission Meeting was recessed.

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The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 9:00 a.m., Thursday, January 22, 2015.

\_\_\_\_\_  
President

ATTEST

\_\_\_\_\_  
Minute Clerk