

STATE OF ALABAMA)

JEFFERSON COUNTY) August 27, 2015

The Commission convened in regular session at the Birmingham Courthouse at 1:37 p.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 Brown seconded by Commissioner Carrington that the Minutes of August 13, 2015, be approved. Voting "Aye" Brown, Carrington, Bowman, Knight and Stephens.

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The Commission met in Work Session on August 25, 2015, and approved the following items to be placed on the August 27, 2015, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Items 1 through 4.
- Commissioner Brown, Community Development and Human Resource Services Committee Items 1 through 22, excluding Item 15.
- Commissioner Stephens, Administrative, Public Works and Infrastructure Committee Items 1 through 26 and Addendum Item 4.
- Commissioner Knight, Judicial Administration, Emergency Management and Land Planning Committee Items 1 through 10.
- Commissioner Carrington, Finance, Information Technology & Business Development Committee Items 1 through 29 and one additional item.

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A Public Hearing was held to receive comments on a request from Title Town Nightlife LLC, applicant; Michael Heath Cox, Member; d/b/a Luke Bryan Farm Tour 2015 for a (140) Special Events Retail (On Premise) license. There being no comments, the Commission took the following action.

Aug-27-2015-738

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the liquor application submitted by Title Town Nightlife LLC, applicant; Michael Heath Cox, Member; d/b/a Luke Bryan Farm Tour 2015 located at 7710 Old Tuscaloosa Hwy., McCalla, AL 35111 for a (140) Special Events Retail (On Premise) license, be and hereby is approved.

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 commits on the Economic Development Agreement with Kamtek, Inc. There being on commits, the Commission took the following action.

Aug-27-2015-739

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Economic Development Agreement between Jefferson County, Alabama and Kamtek, Inc.

ECONOMIC DEVELOPMENT AGREEMENT

This ECONOMIC DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into with the Effective Date of August 27, 2015, between JEFFERSON COUNTY, ALABAMA (hereinafter referred to as the "County"), and KAMTEK Inc., a Delaware corporation (the "Developer"), with its principal place of business on Sterilite Drive within the City limits of Birmingham and the County.

RECITALS:

- A. The Jefferson County Economic Industrial Development Authority ("JCEIDA") owns four (4) acres of vacant undeveloped property, located at 1590 Sterilite Drive, Birmingham, Alabama (the "JCEIDA Property").
- B. The City of Birmingham (the "City") owns seventy-four (74) acres which are available for redevelopment by Developer (the "City Development Property") and the City has agreed to combine the same with the JCEIDA Property for economic development purposes (together, the City Development Property and the JCEIDA Property are collectively referred to as the "Development Property").
- C. The Development Property is located directly across from the Developer's existing facility located at 1595 Sterilite Drive and is ideally-situated to accommodate a new facility which would result from the Project (as defined below).
- D. It is anticipated by the parties that JCEIDA will transfer the JCEIDA Property to the City, and subject to receipt by the City of the JCEIDA Property, the City wishes to combine the JCEIDA Property with the City Development Property in order to transfer such combined property to Developer for the purposes of the Project.
- E. The County understands that the JCEIDA Property is essential to the Developer's development of the Project.
- F. Upon the transfer of good title of the Development Property to the Developer by the City, the Developer will be the owner of the Development Property, free and clear of any and all liens and encumbrances. The Developer intends to construct a new 148,000 square foot aluminum casting facility (the "Facility") on the Development Property in accordance with the conceptual site plan prepared by the Developer (the "Site Plan"), a copy of which Site Plan is attached hereto as Exhibit A (such improvements being collectively referred to herein as the "Project").
- G. As additional inducement for the County agreement herein, the Developer is proposing to (1) construct the Facility (with potential expansion up to 400,000 square feet), (2) expend approximately Eighty Million and No/100 (\$80,000,000.00) in capital costs for infrastructure, construction and equipment of the Facility, and (3) employ at least one hundred and twenty (120) new employees at the Project by the end of first quarter of the 2019 calendar year (the "Employment Date"). The estimated average salary of the new employees is expected to be at least Fifty Thousand and No/100 Dollars (\$50,000.00) per year.
- H. In exchange for the Developer constructing the Project and providing new economic development and job growth, the County has agreed to provide reimbursement to Developer in the amount of Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00) subject to terms and conditions as set forth herein (the "County Reimbursement").

NOW THEREFORE, in consideration of the Recitals above and Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

#### Developer Obligations

Subject to the Developer obtaining good title to the Development Property, free and clear of any and all liens and encumbrances, the Developer agrees to:

1. at its expense, design, engineer, construct and complete the capital improvements for the Project, including the construction of the Facility;
2. hire at least twenty (20) new employees at the time the Facility is completed and ready to be occupied; and
3. by the Employment Date, employ an average of at least one hundred twenty (120) new full-time employees at the Facility.

#### County Obligations

1. In accordance with Amendment 772, Constitution of Alabama (now § 94.01, Constitution) and following a public hearing as required therein and after further study and consideration, the County has determined that the Project will advance the economic base of the City of Birmingham and the County and will promote the public health, safety, convenience, order, prosperity and general welfare of the community. In addition, the County has determined that the Project will result in significantly increased tax revenues to the County, and will lead to additional economic activity in the areas of the County around the Project.
2. The County agrees to pay the County Reimbursement to Developer within thirty (30) days of receipt of written notice from the Developer of the completion of the following two (2) conditions:
  - (a) The Developer has constructed the Facility on the Development Property in accordance with the Site Plan; and
  - (b) The Developer has hired at least twenty (20) new employees with an estimated average salary of at least Fifty Thousand and No/100 Dollars (\$50,000) at the completion of the Project and the opening of the Facility.

#### Maintenance; Clawback

The Developer and County hereby acknowledge that the County Reimbursement will be paid by the County within thirty (30) days of the conditions stated in Section 2(a) and (b) of the County Obligations paragraph above. However, the Developer hereby acknowledges that the County Reimbursement is induced by and contingent upon the three (3) inducements stated above in the Developer Obligations paragraph above. Therefore, if after receiving the County Reimbursement, Developer is unable to satisfy the Number 3 requirement set forth in the Developer Obligations paragraph above, Developer agrees to reimburse the County in an amount equal to the product of Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00) and a ratio the numerator of which is one hundred twenty (120) less the actual number of

new employees hired by Developer for the Project by the Employment Date and the denominator of which is one hundred twenty (120).

**Restrictive Requirements**

Developer shall comply with all applicable laws, ordinances and regulations of the State, County and City of Birmingham, as amended.

**Term**

The term of this Agreement shall begin upon the Effective Date and execution by the parties and continue until the respective contract obligations are fulfilled.

**Enforceability**

This Agreement shall be for the benefit of the parties hereto and for the benefit of their successors and assigns and shall be enforceable in any court of competent jurisdiction in Alabama by an appropriate action at law or in equity to secure the performance of the covenants herein contained.

**Severability**

If any term, covenant, or condition of this Agreement or the application thereof to any person or any circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby; and each term, covenant or condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

**Binding Effect and Term**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors or assigns.

**Counterparts**

This Agreement shall be executed in any number of counterparts, each of which shall be deemed an original.

**Notice**

Notices respecting this Agreement shall include copies to:

**If to Developer:**

KAMTEK Inc.  
1595 Sterilite Drive  
Birmingham, Alabama 35215  
Attention: Controller  
Facsimile: (205) 327-7010

and

Frank W. Ervin III  
Director, Government Affairs  
Magna International, Inc.  
750 Tower Drive, Mail Code 7000  
Troy, Michigan 48098

with a copy to:

Thomas H. Brinkley  
Maynard, Cooper & Gale, P.C.  
1901 Sixth Avenue North  
2400 Regions/Harbert Plaza  
Birmingham, Alabama 35203  
Facsimile: (205) 254-1999

**If to County:**

Jefferson County  
President, Jefferson County Commission  
716 Richard Arrington Jr. Blvd. North  
Birmingham, AL 35203

and

Jefferson County Manager  
716 Richard Arrington Jr., Blvd North  
Room 251  
Birmingham, AL 35203

and

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

IN WITNESS WHEREOF, the parties have caused this instrument to be executed effective on the date first set forth above.

ATTEST:

Its County Clerk

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President

Jefferson County Commission

KAMTEK Inc., a Delaware corporation

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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Aug-27-2015-740

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Software System License and Support Master Agreement between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services and Alere Informatics, Inc. for HL7 interface for 8-point glucose meters to RALS server for the period September 16, 2015 - September 16, 2016 in the amount of \$9,403. RALS provides connectivity and data management of glucose meters.

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

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Aug-27-2015-741

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Amendment to the Agreement between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services and Milliman, Inc. for actuarial and policy related services for the County's indigent healthcare program at a fixed flat rate of \$80,000 plus travel expenses in an amount not to exceed \$1,600 for Phase I.

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and between Jefferson County, Alabama (hereinafter called "the County") and Milliman, Inc. (hereinafter called "Consultant").

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 July 10, 2014, at M.B. 166, Pgs. 443-445, is hereby amended as follows:

Compensation: In addition to the fixed flat fee of \$80,000 for Consultant's professional services for Phase I, the County agrees to reimburse Consultant for travel expenses in an amount not to exceed \$1,600.00 for travel required by Milliman to present their report to the full Commission on August 24, 2015.

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

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President

CONSULTANT

Jerry D. Palmer, Principal and Consulting Actuary

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

Aug-27-2015-742

BE IT ALSO RESOLVED that the request from Ellen Zahariadis, Executive Director, Komen Race for the Cure, that the services of one Security officer be donated to help assist with parking of the Survivors on October 17, 2015, is hereby approved.

BE IT RESOLVED BY THE JEFFERSON COY COMMISSION that the request from Ellen Zahariadis, Executive Director, Komen Race for the Cure, for the use of the County parking deck and surface lot be donated for use by cancer Survivors on the day of the Annual Susan G. Komen Race for the Cure, Saturday, October 17, 2015, from 4:00 am until 12:30 pm is hereby approved.

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

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Aug-27-2015-743

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 1 to the Agreement between Jefferson County, Alabama and MW/Davis Dumas & Associates to modify design concept for HVAC unit replacement at the Tom Gloor Building in the amount of \$15,000

AMENDMENT #1

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into this August 1, 2015, by and between Jefferson County Commission, hereinafter called "the County, and MW/Davis Dumas & Associates, Inc. located at 2720 3<sup>rd</sup> Avenue South, Birmingham, Alabama 35233 hereinafter called "the Consultant."

WHEREAS, the County desires to amend the scope of services and contract for Engineering Consulting Services for the design and specifications for the replacement of the HVAC system in the Jefferson County's Sheriffs offices (Tom Gloor building).

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

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

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

SCOPE OF SERVICES: This amendment #1 modifies the Scope of Services to; 1. Change the design concept from the original DX type system to the design of a "Chiller" type cooling system to provide more system and operational cost and maintenance efficiencies. The new design shall include a chiller, chilled water capable air handling units and associated pumps. 2. Replacement of the supply and return main duct trunk lines throughout the building 3. Replacement of all terminal units. 4. Add the second floor radio room to the scope of areas designed cooling capacity and modifications of associated ductwork. All the above items shall be incorporated into the original scope of work; Prepare AIA construction contract documents / complete plans and specifications for Divisions 23 HVAC and 26 Electrical, as required to meet the state bids laws for competitive bid procurement of the desired project. Conduct Contractor pre-bid, bid and pre-construction meetings, bid evaluation and recommendations, development of Owner Contractor agreement, review Contractor shop drawings and submittal data, site visits and final construction observation as necessary for the successful completion of desired project.

TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The term of the contract, both the original and this amended, is for twenty four months beginning August 1, 2015 through July 31, 2017 or project completion if sooner.

COMPENSATION: Increase the original contract by \$15,000 (fifteen thousand dollars) Mechanical Engineering services to be performed on an hourly basis at rates listed per Exhibit "A" with a new amended "Guaranteed Maximum" billing per said scope of work of forty nine thousand dollars (\$49,000.00). Payments due upon receipt.

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

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

Consultant: MW/Davis Dumas & Associates, Inc.

Attention; Mr. James Robinson, PE

2720 3<sup>rd</sup> Avenue South

Birmingham, Alabama 35203

Copy to: Jefferson County Commission

General Services Department

Director of General Services

716 Richard Arrington Jr. Blvd. North

Room 1

Birmingham, AL 35203

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

Consultant

Jefferson County, Alabama

James Sam Davis, Jr., P.E.

James A. Stephens

President

President, Commissioner

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

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Aug-27-2015-744

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Community Grant Program agreement between Jefferson County, Alabama and Loosed-To-Hear Ministries, Inc. to fund their counseling program, summer & after school tutoring programs and educational events in the amount of \$1,000.

#### COMMUNITY GRANT PROGRAM

WHEREAS, the Jefferson County Commission adopted a Community Grant Program and Funding Guidelines ("Program"); and

WHEREAS, under this Program, Loosed-To-Hear Ministries, Inc. ("LTHM") applied for a grant of funds for \$1,000.00; and

WHEREAS, LTHM is a 501(c)(3) organization which seeks funding for their counseling program and activities, such as Summer and After School tutorial programs and educational events; and

WHEREAS, LTHM meets the eligibility requirements of the Program; and

WHEREAS, Commission Sandra Little Brown has recommended funding of \$1,000.00 to LTHM, and the grant of such funds serves a good and sufficient public purpose.

WHEREAS, the County Commission has determined that it is in the public interest to provide public funds to assist in the development and promotion of said County resources.

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on September 30, 2015.
2. The County shall pay to LTHM a lump sum payment of \$1,000.00 upon execution of this agreement.
3. LTHM shall use the public funds to fund their counseling Summer and After School programs.

ANY PASS-THROUGH FOR OTHER USES OR PURPOSES IS PROHIBITED.

4. LTHM, shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by October 30, 2015, whichever shall occur first.

5. LTHM, 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 LTHM, for a period of not less than three (3) years from termination of the fiscal year set out above.

6. LTHM representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to the community grant shall be passed-through to another entity or individual that is not specifically identified or described in the scope of work of this agreement.

7. LTHM representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant

to this agreement nor any part of 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 anyway whatsoever for the personal benefit of any 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 certifies that neither LTHM, nor any of its officers, partners, owners, agents, representatives, employees or parties in interest in any way colluded, conspired or connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee in any manner whatsoever to secure or obtain this agreement and further certifies that, except as expressly set out in the above, no promise or commitment of any nature whatsoever or 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.

8. Any violation of the foregoing certifications 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, PRESIDENT - JEFFERSON COUNTY COMMISSION

LOOSED-TO-HEAR MINISTRIES, INC.

DR. DEBORAH GLENN - FOUNDER/CEO

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

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Aug-27-2015-745

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and CEAssociates Engineering Consultants for engineering services associated with the Fairfield Sidewalk Improvements II (CD14-03L-M-FS2). The fee for these services shall not exceed Thirty One Thousand Eight Hundred Forty Three and 00/100 Dollars (\$31,843.00), and will be paid for in full with federal CDBG funds. This project is from the Program Year 2014 funds.

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

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Aug-27-2015-746

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Revision No. 3 to the Grant Agreement between Jefferson County, Alabama, through the Office of Senior Citizens Services (OSCS) and the Alabama Department of Senior Services for 4<sup>th</sup> quarter allocation in the amount of \$52,245 for the SenioRx Program.

The total grand award is \$208,986.00. This funding is for the period of October 1, 2014 through September 30, 2015.

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

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Aug-27-2015-747

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to execute Revision #3 to the Title III Notification of Grant Award (NGA) between Jefferson County, Alabama, through the Office of Senior Citizens Services (OSCS) and the Alabama Department of Senior Services (ADSS) for the portion of funds awarded by the Administration for Community Living (ACL) to ADSS and includes the County's portion of Buskey Meals and State Funds for Meals in the amount of \$62,030.

The total Title III NGA for the period 10/01/2014 – 09/30/2017 is \$2,188,952.00.

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

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Aug-27-2015-748

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Revised Notification of Grant Award (NGA) for the State Aging and Disability Resource Center (ADRC) Grant between Jefferson County, Alabama, through the Office of Senior Citizens Services (OSCS) and the Alabama Department of Senior Services which decrease grant funds in the by \$1,572.85 to a total of \$18,247.15 for the period of October 1, 2014 through September 30, 2015.

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

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Aug-27-2015-749

WHEREAS, the Alabama Department of Senior Services (ADSS) is accepting applications for Program Year 2015 Title V Senior Community Service Program; and

WHEREAS, the primary goal is to provide training and work experience for seniors; and

WHEREAS, the Office of Senior Citizen Services will submit a grant application for a one year period; and

WHEREAS, a minimum match of 10% will be required.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to sign the grant application with ADSS for Title V Senior Community Service Program.

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

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Aug-27-2015-750

Contract ID: CON-00007639

BLUE CROSS BLUE SHIELD THIRD PARTY ADMINISTRATOR  
CONTRACT FOR JEFFERSON COUNTY COMMISSION'S  
CURED ACTIVE & RETIREE HEALTH INSURANCE PLAN  
FISCAL YEAR 2015 --- 2016

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute a Contract between Jefferson County and Blue Cross Blue Shield of Alabama to provide administration of the County's self-insured health insurance plan effective October 1, 2015 to September 30, 2016 at a cost of \$32.40 per employee per month, plus \$0.75 per contract per month for Accumulation Interface Fee for Mental Health carve out.

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

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Aug-27-2015-751

WHEREAS, The Jefferson County Commission (the "Commission") previously exercised its discretionary authority to establish the Jefferson County Group Health Care Plan (the "Health Plan") to provide group hospital, physician, major medical, and prescription drug benefits for certain eligible Jefferson County employees, retirees and their eligible family members; and

WHEREAS, retireeHealth Plan coverage generally will be provided to eligible individuals prior to age 65 who are vested and thus



entitled to receive, either currently or in the future, a monthly benefit under the rules and regulations of The General Retirement System for Employees of Jefferson County (the "Pension Plan") and to eligible dependents of such individuals, as more fully described below; and

WHEREAS, the Commission periodically issues a booklet (the "Plan Booklet") that sets out effective Health Plan rules, procedures, features and benefits and that has a Table of Contents including one or more (or all) of the following topics: (1) Summary Of Health Benefits; (2) Eligibility; (3) COBRA Coverage; (4) Benefit Conditions; (5) Health Benefits; (fi) Coordination Of Benefits (COB); (7) Subrogation; (8) Claims And Appeals;. (g) General Information; (10) Customer Service; (11) Health Benefit Exclusions; and (12) Definitions; and

WHEREAS, the Health Plan is maintained on a twelve (12) consecutive calendar month accounting period that begins on October 1 and ends on September 30 (a "Plan Year"); and is a discretionary program that may be terminated or amended by the Commission; and

WHEREAS, the Commission desires to acknowledge employee and retiree contributions and dedicated service by continuing the Health Plan for the October 1, 2015 through September 30, 2016 Plan Year; provided, however, that the Commission shall retain authority to terminate or amend the Health Plan at any time for any reason.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION that this Resolution and those Plan Booklet terms and provisions that are consistent with this Resolution shall constitute the operative terms and provisions of the Health Plan, and the Health Plan shall be administered in accordance with such operative terms and provisions, including the following Paragraphs 1-12 of this Resolution:

1. Employee Contributions. Eligible employees' Health Plan contributions for single and family Health Plan coverage shall be determined on a monthly basis for the October 1, 2015 through September 30, 2016 Plan Year by the Director of the Human Resources Department of Jefferson County (the "Director") on the following basis:

Single Coverage for 10/01/15 - - 09/30/16: \$117.92 per month

Family Coverage for 10/01/15 - - 09/30/16: \$341.01 per month

2. Retiree Contributions. Eligible Retirees' (as defined in Paragraph 3 below) Health Plan participant contribution levels shall be determined on a monthly basis for the October 1, 2015 - September 30, 2016 Plan Year by the Director per the rate table attached to this Resolution (the "Rate Table") and be based upon an Eligible Retiree's age as of the date that Health Plan coverage first becomes effective and the Eligible Retiree's years of service with Jefferson County. To the extent the Rate Table does not specify a participant contribution level for an Eligible Retiree's age and/or years of service, the Director shall determine a participant contribution level for the Eligible Retiree based upon the same formula(s) that were used to set the contribution levels in the Rate Table. The participant contribution level for a Disability Pensioner (as defined in Paragraph 5 below) and his or her Eligible Dependents (as defined in Paragraph 4 below) shall be determined under the Rate Table based upon 30 years of service and an Eligible Employee age of sixty-four (64) years (the "Disability Rate") regardless of the individual's actual years of service or age. When a Medicare-eligible individual is treated as an Eligible Employee under Paragraph 5 below solely for the purposes of Health Plan enrollment of Eligible Dependents, (i) the Disability Rate shall apply; (ii) the single coverage amount shall apply when one Eligible Dependent is covered; and (iii) the family coverage amount shall apply when more than one Eligible Dependent is covered. When the Health Plan coverage of a Disability Pensioner terminates due to Medicare eligibility and one or more of his or her Eligible Dependent(s) continue(s) to be covered, (a) the Disability Rate shall apply; (b) the single coverage amount shall apply when one Eligible Dependent is covered; and (c) the family coverage amount shall apply when more than one Eligible Dependent is covered. All participant contributions shall be due on a monthly basis and paid in accordance with procedures implemented by the Director.

3. Eligible Retiree Coverage. Subject to the operative terms and provisions of the Health Plan, an individual who:

(i) has not reached age sixty-five (65);

(ii) is vested and thus entitled to receive, either currently or in the future, a monthly pension benefit under the Pension Plan (a 'Pension');

(iii) (a) is covered by the Health Plan immediately before the date the Pension actually is paid; (COBRA coverage shall not count as coverage under the Health Plan for this purpose); or

(b) for an individual that is involuntarily Retired (as defined in this Paragraph 3 below), is covered by the Health Plan as of the employee's date of separation from employment; and

(iv) elects to begin payment of his or her Pension, and coverage Health Plan, at his or her first opportunity to do so (including, an early retirement pension payment opportunity),

(collectively, compliance with (i)-(iv) above constitute an "'Eligible Retiree') will, following his or her timely completion of any enrollment or application forms required by the Director, be eligible for Health Plan coverage as of the date the Pension becomes payable. Pursuant to Paragraph 3(iv) above, regardless of any other operative terms and provisions of the Health Plan, an Eligible Retiree shall not be eligible for late enrollment in the Health Plan and accordingly, must become covered in the Health Plan as of his or her earliest date of coverage eligibility. The Health Plan coverage of an Eligible Retiree shall terminate In accordance with the applicable terms and provisions of the Plan Booklet and/or due to non-payment of required participant contributions.

Whether an individual is Involuntarily Retired" for puffs of Paragraph 3(iii)(b) above shall be determined by the Director in its sole

discretion based on the facts and circumstances of the individual's separation from employment (understanding that the Pension Board of the Pension Plan shall determine as needed, for purposes of eligibility for a "20/55 Deferred Retirement" or an "18/60 Deferred Retirement" under the Pension Plan, whether an individual has been "Involuntarily retired" based on facts and circumstances provided to the Pension Board by the Director).

Notwithstanding the limitations described above, Gail Linneet Carter shall be eligible to continue coverage under the Health Plan until September 30, 2016 as if Ms. Carter were an Eligible Retiree; provided that such coverage shall conform to the terms of Resolution No. 2015-328, Minute Book 168, Page 47, which was enacted on April 9, 2015 in all respects other than the September 30, 2015 ending date of Ms. Carter's coverage as indicated therein.

4. Eligible Retiree Dependent Coverage. Subject to the operative terms and provisions of the Health Plan, an Eligible Retiree who is himself or herself eligible for Health Plan coverage may enroll each eligible dependent of his or hers as defined by the Plan Booklet (an "Eligible Dependent") in Health Plan coverage by timely completing any enrollment or application forms required by the Director; provided, however, that an Eligible Dependent will be ineligible for Health Plan enrollment if he or she has reached age sixty-five (65). Regardless of any other operative terms and provisions of the Health Plan, an Eligible Dependent shall not be eligible for late enrollment in the must be enrolled in the Health Plan as of his or her earliest date of coverage eligibility. The Health Plan coverage of an Eligible Dependent shall terminate in accordance with the applicable terms and provisions of the Plan Booklet (without regard to whether the Health Plan coverage of his or her related Eligible Retiree has terminated) and/or due to non-payment of required participant contributions.

5. Eligible Retiree's Medicare Eligibility. Regardless of any operative terms or provisions of the Health Plan, (i) an individual who is eligible for Medicare enrollment on the date he or she is first eligible to receive a Pension shall be ineligible for Health Plan enrollment as an Eligible Retiree (but such individual shall be treated as an Eligible Employee solely for the purposes of the Health Plan enrollment of Eligible Dependents); and (ii) an Eligible Retiree's Health Plan coverage shall terminate if he or she becomes eligible for Medicare enrollment (but the coverage of his or her Eligible Dependents may continue in accordance with Paragraphs 4 and 6 of this Resolution). Prior to and as a condition of enrollment as an Eligible Retiree in the Health Plan, an individual who is eligible to receive a Pension due to a disability (a "Disability Pensioner") shall provide such information and documentation as is requested by the Director regarding his or her date of eligibility for Medicare enrollment and/or actual enrollment in Medicare. Following Health Plan enrollment of a Disability Pensioner as an Eligible Employee, he or she shall (a) notify the Director of his or her eligibility date for Medicare enrollment within 30 days of his or her receipt of notice of such eligibility date; and (b) provide such information and documentation as is requested once during a Plan Year by the Director in writing regarding eligibility for Medicare enrollment and/or actual enrollment in Medicare (a "Medicare Information Request"). Failure to provide a complete response to a Medicare Information Request within 30 days after it is mailed to the Disability Pensioner's current mailing address on file with the Director will result in termination of the Disability Pensioner's Health Plan coverage; provided, however, that such coverage may be retroactively reinstated if within 60 days after such mailing of the Medicare Information Request a complete response thereto is provided to the Director showing that the Disability Pensioner is eligible for Health Plan coverage. No loss of Medicare coverage shall result in the resumption of Health Plan coverage as an Eligible Retiree.

6. Eligible Retiree Dependents Medicare Eligibility. Regardless of any operative terms or provisions of the Health Plan, (i) an individual who is eligible for Medicare enrollment on the date he or she otherwise would be eligible for Health Plan (ii) the Health Plan coverage of an Eligible Dependent shall terminate if he or she becomes eligible for Medicare enrollment. Prior to and as a condition of enrollment as an Eligible Dependent in the Health Plan, an individual shall provide such information and documentation as is requested by the Director regarding his or her date of eligibility for Medicare enrollment and/or actual enrollment in Medicare. Following the Health Plan enrollment of an Eligible Dependent, he or she shall (a) notify the Director of his or her eligibility date for Medicare enrollment within 30 days of his or her receipt of notice of such eligibility date; and (b) respond to each Medicare Information Request. Failure to provide a complete response to a Medicare Information Request within 30 days after it is mailed to the Eligible Dependent's current mailing address on file with the Director will result in termination of the Eligible Dependent's Health Plan coverage; provided, however, that such coverage may be retroactively reinstated if within 60 days after such mailing of the Medicare Information Request a complete response thereto is provided to the Director showing that the Eligible Dependent is eligible for Health Plan coverage, no loss of Medicare coverage shall result in the resumption of Health Plan coverage as an Eligible Dependent.

7. Act 03-343. The Commission's Resolution No. 2006-683, Minute Book 151, Pages 214-216, which was enacted on June 7, 2006 ("Resolution 2006-683"), made changes to the coverage eligibility rules of the Health Plan that shall remain in effect for the October 1, 2015 - September 30, 2016 Plan Year. Regardless of any operative terms or provisions of the Health Plan to the contrary, no individual may enroll (or be enrolled) under Paragraphs 3 or 4 above, if he or she is an "Electing Individual" as defined by Resolution 2006-683 and/or has otherwise elected to become such an Electing Individual by submitting an application to The General Retirement System for Employees of Jefferson County to convert Unpaid Service to Paid Service pursuant to Act 03-343.

8. COBRA Coverage. Following the termination of the Health Plan coverage of an Eligible Retiree or an Eligible Dependent, such

Eligible Retiree or Eligible Dependent shall not thereafter be eligible to re-enroll for Health Plan coverage but may exercise any Health Plan coverage continuation rights that he or she has under COBRA.

9. Current Mailing Address. Covered employees and retirees shall be responsible for at all times maintaining on file with the Director their own current mailing address and the current mailing address of each of their covered dependents.

10. Administrative Services. Blue Cross and Blue Shield of Alabama shall continue to provide Health Plan administrative services for the October 1, 2015 through September 30, 2016 Plan Year.

11. 2015- 2016 Plan Year. The Health Plan will continue to be maintained on an October 1, 2015 through September 30, 2016 Plan Year as a discretionary program that may be terminated or amended by the Commission at any time for any reason. This Resolution is limited to authorizing the Health Plan to continue only for the October 1, 2015 through September 30, 2016 Plan Year; therefore, further Commission action shall be required to continue the Health Plan in effect beyond September 30, 2016.

12. Severability. The foregoing terms and provisions hereof are severable; accordingly, the invalidity or unenforceability of any such term or provision shall not affect the other terms or provisions hereof, and any invalid or unenforceable term(s) or provisions) shall be treated as though they have been omitted.

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

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Aug-27-2015-752

Contract ID: CON-00007649

WHEREAS, The Jefferson County Commission wishes to accept the Stop Loss Health insurance policy submitted by United Trust Insurance Company, c/o Blue Cross Services, insuring company, and

WHEREAS, the policy is to provide excess insurance coverage for medical health insurance claims exceeding \$250,000 and with a \$90,000 aggregating specific deductible; and

WHEREAS, Blue Cross Services assigns the stop loss reimbursements to Blue Cross Blue Shield to pay those claims exceeding the retention.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the policy submitted by United Insurance Company, c/o Blue Cross Services, insuring company, be hereby adopted at rate of \$15.11 (single) and \$30.13 (family) per employee per month for one year from October 1, 2015 to September 30, 2016.

#### ASSIGNMENT OF BENEFITS

This Assignment is made by- and among BCS Insurance Company, an Ohio domestic insurance company- ("Insurer"), Blue Cross and Blue Shield of Alabama, an Alabama domestic health insurance company ("Assignee"), and Jefferson County Commission ("Assignor"), an employer for whom the Assignee administers healthcare benefits, and shall be effective 10/01/2015.

WHEREAS, Insurer has issued a policy of stop loss insurance to Assignor ("Policy") providing certain stop loss insurance benefits to Assignor with regard to healthcare benefits provided to Assignor's employees; and

WHEREAS, Assignee is administering a plan of healthcare benefits to certain employees of Assignor; and

WHERE AS, Assignor desires that any benefits due it from Insurer under the Policy on account of valid claims be assigned and paid directly by Insurer to Assignee.

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

1. Notwithstanding any- terms and conditions of the Policy to the contrary-, Assignor hereby assigns to Assignee, and Assignee hereby accepts, all rights and entitlement to the benefits payable under the Policy- on account of covered claims. Assignee shall offset Assignor's health claims costs by the Policy, benefits received from Insurer.
2. Assignor warrants that it has the full rights and authority- to make this assignment and transfer, and that the rights and benefits assigned hereunder are free and clear of any liens, adverse claims or interest.
3. Insurer agrees to recognize this Assignment and make a benefit payment on account of covered claims directly to Assignee.
4. Assignor hereby releases Insurer from any- and all liability under the Policy to the extent of its payment pursuant to this Assignment.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed by their respective officers who have been duly- authorized to execute this Assignment.

Jefferson County Commission

James A. Stephens, President - Jefferson County Commission

Blue Cross and Blue Shield of Alabama

BCS Insurance Company

\_\_\_\_\_, AVP. Underwriting

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

\_\_\_\_\_  
Aug-27-2015-753

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be and hereby is authorized to execute an Amendment to the Agreement for renewal of Professional Services with Total Administrative Services Corporation (TASC) which provides flexible benefits plan administrative services for employees of Jefferson County. Employees contributions to the Medical Reimbursement, Dependent Care and Outside Medical Premiums spending accounts will be payroll deducted on a bi-weekly and semi-monthly basis. Said renewal of contract is for one year from October 1, 2015 to September 30, 2016 at a flat rate of \$4.42 per participating employee per month.

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and between Jefferson County, Alabama (hereinafter called "the County") and Total Administrative Services Corporation (TASC), formally Chappelle Consulting Group, (hereinafter called "TASC).

WITNESSETH:

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

WHEREAS, the Contractor wishes to amend the Contract.

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

The Contract between the parties entered into on the 1 st day of October, 2011 for Contractor to provide Flexible Benefits Plan Administration services, which was approved by the Jefferson County Commission and recorded in Minute Book 162, Pages 225 - 230 on September 27, 2011 is hereby amended as follows:

Item 3: Amend the Terms of Agreement paragraph to renew the terms of the agreement for an additional twelve (12) months as follows: This Contract will be effective October 1, 2015 and end September 30, 2016.

Jefferson County, Alabama

James Stephens, President - Jefferson County Commission

CONTRACTOR

\_\_\_\_\_  
Total Administrative Services Corporation (TASC)

Representative

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

\_\_\_\_\_  
Aug-27-2015-754

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be and hereby is authorized to execute an Amendment to the Agreement for renewal of Professional Services with Total Administrative Services Corporation (TASC) which provides COBRA administrative services for employees of Jefferson County. Said renewal of contract is for one year from October 1, 2015 to September 30, 2016 at a flat rate of \$4.85 per event.

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and between Jefferson County, Alabama (hereinafter called "the County") and Total Administrative Services Corporation (TASC), formally Chappelle Consulting Group, (hereinafter called "TASC).

WITNESSETH:

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

WHEREAS, the Contractor wishes to amend the Contract.

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

The Contract between the parties entered into on the 1<sup>st</sup> day of October, 2011 for Contractor to provide COBRA Administration services, which was approved by the Jefferson County Commission and recorded in Minute Book 162, Pages 188 -191 on September 13, 2011 is hereby amended as follows:

Item 3: Amend the Terms of Agreement paragraph to renew the terms of the agreement for an additional twelve (12) months as follows:  
This Contract will be effective October 1, 2015 and end September 30, 2016.

Jefferson County, Alabama

James Stephens, President - Jefferson County Commission

CONTRACTOR

\_\_\_\_\_  
Total Administrative Services Corporation (TASC)

Representative

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

\_\_\_\_\_  
Aug-27-2015-755

Contract ID: CON-00047659

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute a Contract Amendment for renewal of Professional Services with Dearborn National Life Insurance Company which provides Basic Group and Accidental Death and Disbursement, and Voluntary Life and Accidental Death and Dismemberment Insurance services for the employees of Jefferson County. Said renewal of contract is for one year from October 1, 2015 to September 30, 2016. Rates for FY 2015/2016 are as follows:

|                                     |                            |
|-------------------------------------|----------------------------|
| JCC paid group life, \$50K/employee | \$0.19 per \$1,000         |
| JCC paid ADD, \$50K/employee        | \$0.02 per \$1,000         |
| Employee paid voluntary life        | Premiums vary based on age |
| Employee paid voluntary single ADD  | \$0.028 per \$1,000        |
| Employee paid voluntary family ADD  | \$0.042 per \$1,000        |

Renewal rates are guaranteed through September 30, 2017 allowing the County the option to extend the contract for an additional year.

AMENDMENT TO CONTRACT

This amendment to the Contract by and between Jefferson County, Alabama, hereinafter called "the County" and Dearborn National hereinafter referred to as "the Contractor".

WITNESSETH:

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

WHEREAS, the Contractor wishes to amend the Contract.

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

The Contract between the parties entered into on the 1<sup>st</sup> day of October, 2011, which was approved by the Jefferson County Commission and recorded in Minute Book 162, Pages 169 is hereby amended as follows:

Item 3: Amend the Terms of Agreement paragraph to renew the terms of the agreement for an additional twelve (12) months as follows:  
This Contract will be effective October 1, 2015 and end September 30, 2016.

JEFFERSON COUNTY, ALABAMA

James Stephens, President - Jefferson County Commission

CONTRACTOR

\_\_\_\_\_  
Dearborn National

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

Aug-27-2015-756

Contract ID: CON-00007658

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute a Contract for Professional Services with Behavioral Health Systems, Inc. which provides mental health/substance abuse managed care/employee assistance for the employees of Jefferson County. Said renewal of contract is for one year from October 1, 2015 to September 30, 2016 at a rate of \$4.63 Per Member Per Month (PMPM), \$9.81 Per Contract Per Month (PCPM).

AMENDMENT TO CONTRACT

This amendment to the Contract by and between Jefferson County, Alabama, hereinafter called "the County" and Behavioral Health Systems, Inc. hereinafter referred to as "the Contractor".

WITNESSETH:

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

WHEREAS, the Contractor wishes to amend the Contract;

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

The Contract between the parties entered into on the 1<sup>st</sup> day of October, 2011, which was approved by the Jefferson County Commission and recorded in Minute Book 162, Pages 218 - 222, is hereby amended as follows:

Item 6: Amend the Terms of Agreement paragraph to renew the terms of the agreement for an additional twelve (12) months as follows: This Contract will be effective October 1, 2015 and end September 30, 2016.

JEFFERSON COUNTY, ALABAMA

James Stephens, President - Jefferson County Commission

CONTRACTOR

\_\_\_\_\_  
Behavioral Health Systems, Inc.

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

Aug-27-2015-757

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President, be and hereby is, authorized to exercise option one and execute Contract Amendment No. 3 for renewal of Professional Services with Delta Dental Insurance Company which provides voluntary group dental insurance coverage to participating employees of Jefferson County. Said renewal of contract is for one year from October 1, 2015 to September 30, 2016.

Monthly insurance premiums for option one are as follows for FY2015-2016:

On Year Rates

|             |         |
|-------------|---------|
| Employee    | \$22.92 |
| Employee +1 | \$43.75 |
| Family      | \$59.98 |

The Plan is further amended to change the frequencies for D&P services to 2 in a plan year.

AMENDMENT TO CONTRACT

This amendment to the Contract by and between Jefferson County, Alabama, hereinafter called "the County" and Delta Dental Insurance Company hereinafter referred to as "the Contractor".

WITNESSETH:

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

WHEREAS, the Contractor wishes to amend the Contract;

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

The Contract between the parties entered into on the 1<sup>st</sup> day of October, 2013, which was approved by the Jefferson County Commission and recorded in Minute Book 163, Pages 457 - 459, is hereby amended as follows:

Item 3: Amend the Terms of Agreement paragraph to renew the terms of the agreement for an additional twelve (12) months as follows: This Contract will be effective October 1, 2015 and end September 30, 2016.

JEFFERSON COUNTY, ALABAMA

James Stephens, President - Jefferson County Commission

CONTRACTOR

\_\_\_\_\_  
Delta Dental Insurance Company

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

\_\_\_\_\_  
Aug-27-2015-758

Contract ID: CON-000007657

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute a Contract Amendment for renewal of Professional Services with Humana Specialty Benefits, owned by Humana, Inc. which provides voluntary group vision insurance coverage to participating employees of Jefferson County. Said renewal of contract is for one year from October 1, 2015 to September 30, 2016. Monthly insurance premiums for FY 2015/2016 are as follows:

|          |         |
|----------|---------|
| Single   | \$6.34  |
| Single+1 | \$12.68 |
| Family   | \$18.62 |

Renewal rates are guaranteed through September 30, 2016 allowing the County to extend the contract for one additional year.

AMENDMENT TO CONTRACT

This amendment to the Contract by and between Jefferson County, Alabama, hereinafter called "the County" and Humana Specialty Benefits hereinafter referred to as "the Contractor".

WITNESSETH:

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

WHEREAS, the Contractor wishes to amend the Contract;

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

The Contract between the parties entered into on the 1<sup>st</sup> day of October, 2011, which was approved by the Jefferson County Commission and recorded in Minute Book 168, Pages 162, is hereby amended as follows:

Item 3: Amend the Terms of Agreement paragraph to renew the terms of the agreement for an additional twelve (12) months as follows:  
This Contract will be effective October 1, 2015 and end September 30, 2016.

JEFFERSON COUNTY, ALABAMA

James Stephens, President - Jefferson County Commission

CONTRACTOR

\_\_\_\_\_  
Humana Specialty Benefits

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

\_\_\_\_\_  
Aug-27-2015-759

WHEREAS, the Jefferson County Commission (the "Commission") currently provides group health, physician, major medical, and prescription drug benefits to certain eligible retirees and their eligible family members under the Jefferson County Group Health Care Plan (the "Health Plan"); and

WHEREAS, Health Plan coverage is currently provided to certain retirees ("Pension Retirees") under the General Retirement System for Employees of Jefferson County ("Pension Plan") and to eligible dependents of such individuals; and

WHEREAS, Gail Linnett Carter ("Ms. Carter") was employed by the Jefferson County Commission beginning June 30, 1975; and

WHEREAS, Ms. Carter's position was not eligible for the Pension Plan at the time of her hire and she later declined to join the Pension

Plan when her position was changed to classified in February, 1977; and

WHEREAS, Ms. Carter separated from employment with the Commission on March 10, 2015 ("Separation Date"); and

WHEREAS, Ms. Carter was covered under the Health Plan on the Separation Date and the Commission desires to offer continuation coverage under the Health Plan to Ms. Carter from the Separation Date until September 30, 2016, (the "Continuation Coverage") as if Ms. Carter were a Pension Retiree who had retired under the Pension Plan on the day after the Separation Date; provided that the Commission shall retain authority to eliminate or amend the Health Plan, including the Continuation Coverage, at any time for any reason.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Ms. Carter shall have the right to the Continuation Coverage on the same terms and conditions applicable to a Pension Retiree, such Continuation Coverage to be administered in accordance with the operative terms and provisions of the Plan Booklet described in the Resolution approved on , (Minute book , pages ) ("Health Plan Resolution"), and as further described in Paragraphs 1-9 below.

1. Health Plan Contributions. Ms. Carter's Health Plan contributions for the Continuation Coverage shall be determined on a monthly basis and shall be calculated using the rate table used to calculate premiums for Pension Retirees. For purposes of applying the rate tables, Ms. Carter shall be deemed to have more than thirty (30) years of service. If Ms. Carter shall be now or later become eligible for Medicare enrollment, the Continuation Coverage shall terminate; provided that Ms. Carter shall thereafter be treated as an Eligible Employee (as such term is used in Paragraph of the Health

Resolution) in order to allow individuals who satisfy the requirements under the Health Plan to be eligible dependents ("Eligible Dependents") to continue participation in the Health Plan; and provided further that if Ms. Carter shall be treated as an Eligible Employee for this purpose, (i) the single coverage contribution amount shall apply when one Eligible Dependent is covered; and (ii) the family coverage contribution amount shall apply when more than one Eligible Dependent is covered. The Continuation Coverage contributions (including contributions for Eligible Dependents) shall be paid in accordance attached Health Plan Payment Agreement (Exhibit 1 hereto) ("Payment Agreement").

2. Ms. Carter's Continuation Coverage. Ms. Carter shall be eligible for the Continuation Coverage subject to her timely completion of any enrollment or application forms required by the Jefferson County Human Resources Department Director ("Director"). Subject to the operative terms and provisions of the Health Plan, the Continuation Coverage shall continue until the earliest of:

(i) Ms. Carter's attainment of age sixty-five (65);

(ii) Ms. Carter being or becoming eligible for Medicare;

(iii) Ms. Carter's failure to pay in a timely fashion the full amount of required contributions in accordance with the Payment Agreement;

(iv) Ms. Carter's voluntary election to cease coverage under the Health Plan; or

(v) Any other event which would result in the termination of coverage as set forth in the terms and provisions of the Health Plan.

3. Ms. Carter's Eligible Dependent Coverage. Ms. Carter may enroll her Eligible Dependents in the same manner as described for Pension Retirees in Paragraph 4 of the Health Plan Resolution; provided that coverage of Ms. Carter's Eligible Dependents shall be subject to the same limitations, eligibility provisions and termination of coverage provisions set forth for an Eligible Dependent of a Pension Retiree in said Paragraph 4 of the Health Plan Resolution.

4. Eligible Retiree's Medicare Eligibility. If Ms. Carter shall be or become eligible for Medicare, the Continuation Coverage shall terminate; provided, however, if she shall have Eligible Dependents at such time, Ms. Carter shall be treated as an Eligible Employee (as such term is used in Paragraph 5 of the Health Plan Resolution) solely for the purposes of Health Plan enrollment of her Eligible Dependents.

5. Eligible Dependent's Medicare Eligibility. Regardless of any operative terms or provisions of the Health Plan, (i) an individual who is eligible for Medicare enrollment on the date he or she otherwise would be eligible for Health Plan enrollment as an Eligible Dependent shall be ineligible for Health Plan enrollment; and (ii) the Health Plan coverage of an Eligible Dependent shall terminate if he or she becomes eligible for Medicare enrollment, provided that an Eligible Dependent shall adhere to the notification procedures described in Paragraph of the Health Plan Resolution with respect to his or her eligibility date for Medicare enrollment and shall provide such information and documentation as is requested regarding eligibility for Medicare enrollment and/or actual enrollment in Medicare (a "Medicare Information Request"). An Eligible Dependent's failure to timely respond to a Medicare Information Request shall have the consequences described in Paragraph of the Health Plan Resolution, subject to the reinstatement procedures also described therein.

6. COBRA Coverage. Following the termination of the Health Plan coverage of Ms. Carter or an Eligible Dependent, Ms. Carter or her Eligible Dependent shall not thereafter be eligible to re-enroll in Health Plan coverage but may exercise any Health Plan coverage continuation rights that he or she has under COBRA.

7. Current Mailing Address. Ms. Carter shall be responsible for at all times maintaining on file with the Director her own current mailing address and the current mailing address of each of her covered dependents.

8. 2015-2016 Plan Year. This Resolution is limited to authorizing coverage under the Health Plan only through September 30, 2016,



therefore, further Commission action shall be required to extend the Continuation Coverage beyond September 30, 2016. 4

9. Severability. The foregoing terms and provisions hereof are severable; accordingly, the invalidity or unenforceability of any such term or provision shall not affect the other terms or provisions hereof, and any invalid or unenforceable terms) or provisions) shall be treated as though they have been omitted.

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

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Aug-27-2015-760

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

- a. Adtrav Travel Management - to provide travel management services for FY2015-2016 - \$155,000
- b. Battle Miller Construction - to extend contract period to August 31, 2015 for 10<sup>th</sup> Floor renovation project
- c. IBM Corporation - purchase of statistical software package - \$11,674.96
- d. Implementation Services Group - to provide technical Lawson software development and consulting for FY2015-2018 - \$14,725 annually
- e. Dick Bursleson - keynote speaker at grand opening of The Spark Learning Center - \$500

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

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Aug-27-2015-761

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the reappointment of Randy Coe to serve on the Minor Heights Fire District Board for a term ending September, 2020, be and hereby is approved.

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

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Aug-27-2015-762

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and Oak Grove Memorial Park & Recreation to provide funds to assist in building the Memorial Gazebo in the amount of \$2,500.

#### COMMUNITY GRANT PROS

WHEREAS, the Jefferson County Commission adopted a Community Grant Program and Funding Guidelines ("Program"); and  
WHEREAS, under this Program, Oak Grove Memorial Park (OGMP) applied for a grant of funds for \$2,500.00; and  
WHEREAS, OGMP is a 501(c)(3) organization which seeks funds to help complete the of the Memorial Gazebo at the community park in which community members can come and relax while enjoying being outside; and

WHEREAS, OGMP meets the eligibility requirements of the Program; and

WHEREAS, Commissioner James A. Stephens has recommended funding of \$2,500.00 to OGMP, and the grant of such funds serves a good and sufficient public purpose; and

WHEREAS, the County Commission has determined that it is in the public interest to provide public funds to assist in the development and promotion of said County resources.

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on September 30, 2015.
2. The County shall pay to OGMP a lump sum payment of \$2,500.00 upon execution of this agreement.

3. OGMP shall use the public funds to help pay for the completion of the Memorial Gazebo at the Oak Grove Memorial Park.

ANY PASS-THROUGH FOR OTHER USES OR PURPOSES IS PROHIBITED.

4. OGMP, shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by September 30, 2015, whichever shall occur first.

5. OGMP, shall create, collect and retain for inspection and copying by the County or its authorized agent or airy 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 OGMP, for a period of not less than three (3) years from termination of the fiscal year set out above.

6. OGMP, representatives signed below, certify by the execution of this agreement that no part of the funds paid by the County pursuant to the community grant shall be passed-through to another entity or individual that is not specly identified or described in the scope of work of this agreement.

7. OGMP, representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement nor any part of 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 of employee of any government whatever 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 OGMP, nor any of its officers, partners, owners, agents, representatives, employees or parties in interest 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, ho 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 above, 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.

8. Any violation of this certification shall constitute a breach and default of this agreement which shall be cause for termination. Upon such termination, Contrxtee 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 refected below.

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President

JEFFERSON COUNTY COMMISSION

OAK GROVE MEMORIAL PARK & RECREATION, INC.

Greylan Glaze, President

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

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Aug-27-2015-763

#### ALDOT COURTESY NOTIFICATION

WHEREAS, Jefferson County, Alabama has received a Courtesy Notification from the State of Alabama Department of Transportation, notifying the County of Project Numbers: IM-I059(378) Pavement Rehabilitation on I-59 from the North End of Edwards Lake Road Overpass to 0.75 Miles South of CR-10 (Chalkville Mountain Road).

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

WHEREAS, the County for the purpose of complying with the requirements of the Federal Highway Administration in regard to its funding of improvements of the type and kind in this agreement does hereby pass and adopt the following resolution.

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 resolution on behalf of Jefferson County, Alabama.

WHEREAS, the County of Jefferson Alabama (hereinafter at times referred to as County) is desirous of having certain improvements made on I-59 within the Limits of Jefferson County, in accordance with plans prepared by the Alabama Department of Transportation and

designated as Project Numbers: IM-1059(378) Pavement Rehabilitation on I-59 from the North End of Edwards Lake Road Overpass to 0.75 miles South of CR-10 (Chalkville Mountain Road).

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 - This project does not require permanent barricade or relocation of any intersecting streets.

Please refer to: Protect Note Sheet (Sheet 2B)

Please refer to: Traffic Control Plan (Sheets 2C - 2D)

Please refer to: Traffic Control Plans and Sequence of Construction (Sheets 8 - 15)

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 motioned project the County will not in the future permit encroachments upon the right of way; not 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 ease.

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 27<sup>th</sup> day of August, 2015

ATTEST

James A. Stephens

County Clerk

Commission President

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

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Aug-27-2015-764

STREET MAINTENANCE ACCEPTANCE

WHEREAS, by STATE LAW the Jefferson County Commission maintains roads in unincorporated Jefferson County.

WHEREAS, Carroll Cove Parkway and Cove Lane, as shown in Carroll Cove Subdivision Sector 1, as situated in the SE 1/4 of Section 1, Township 20S, Range 5W has been constructed to Jefferson County standards, and right-of-way has been dedicated and recorded for the purpose of public access.

WHEREAS, Jefferson County Roads and Transportation Department maintains roads.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that assents to acceptance of maintenance of the existing streets, as constructed and located within the boundaries of the right-of-way recorded in Map Book 43, Page 45 in the Birmingham Division of the Jefferson County Probate Court.

Done at the regular session of the Commission of Jefferson County this 27<sup>th</sup> day of August, 2015.

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

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Aug-27-2015-765

STREET MAINTENANCE ACCEPTANCE

WHEREAS, by STATE LAW the Jefferson County Commission maintains roads in unincorporated Jefferson County.

WHEREAS, Dawson Lane, as shown in Meadow Farms Subdivision, as situated in the NE 1/4 of Section 8, Township 15S, Range 4W has been constructed to Jefferson County standards, and right-of-way has been dedicated and recorded for the purpose of public access.

WHEREAS, Jefferson County Roads and Transportation Department maintains roads.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that assents to acceptance of maintenance of the existing streets, as constructed and located within the boundaries of the right-of-way recorded in Map Book 209, Page 58 in the Birmingham Division of the Jefferson County Probate Court.

Done at the regular session of the Commission of Jefferson County this 27<sup>th</sup> day of August, 2015.

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

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Aug-27-2015-766

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Roads and Transportation Department be given permission to temporarily close Glendale Farms Road between Gadsden Highway (US Highway 11) and Jenny Wren Lane in order to remove a corroded corrugated metal drainage culvert and replace it with a reinforced concrete culvert beginning Monday, August 31, 2015 through Wednesday September 2, 2015 to complete the culvert replacement.

Detour route signs will be installed and maintained in accordance with the Federal Manual on Uniform Traffic Control Devices to direct traffic around the closure.

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

Aug-27-2015-767

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Roads and Transportation Department be given permission to temporarily close Johns Road between Sumpter Lawstontown Road and Johns Cut-Off Road in order to remove five corroded corrugated metal drainage culverts and replace them with reinforced concrete culverts on Saturday, August 29, 2015, and Friday, September 18 through Saturday September 19, 2015 to complete the construction.

Detour route signs will be installed to direct traffic around the closures in accordance with the Federal Manual on Uniform Traffic Control Devices.

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

Aug-27-2015-768

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and R. Scott Allen to provide appraisals on TOPICS VIII - Tracts 1-6, 8, 10, 11 and 22 as recommended by ALDOT for federal aid projects in the amount of \$40,000.

PERSONAL SERVICES CONTRACT

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between Jefferson County, Alabama, hereinafter called "the County", and R. Scott Allen, hereinafter called "the Contractor". The effective date of this agreement shall be the 7<sup>th</sup> day of August, 2015.

WHEREAS, the County desires to contract for appraisal services for the Right of Way Division of the Roads and Transportation Department, hereinafter called "ROW"; and

WHEREAS, the Contractor desires to furnish said appraisal 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: The Contractor shall perform all necessary appraisal services provided under this Contract as required by the ROW. The Contractor shall do, perform, and carry out in a satisfactory and proper professional manner the appraisal of TOPICS Phase VIII Site 1 Tract No. 1,2,3,4,5,6,8, and 10 along Montevallo Road and Mayfield Avenue Jefferson County, Alabama and TOPICS VIII Site 3 Tract No. 11 and 22 along Crosshaven Drive and Green Valley Drive with a full narrative report "using ALDOT format to their regulations" and developed in accordance with the Uniform Standards of Professional Appraisal Practice.
3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render professional appraisal services to the Commission at any time after the effective date of this Contract. This agreement shall become effective on the date that all parties sign this agreement and shall terminate on December 31, 2016 unless services needed for Court Time in the future.
4. COMPENSATION: Contractor shall be compensated for services rendered as follows:

|          |                           |
|----------|---------------------------|
| Tract 1  | \$1,500 Partial Appraisal |
| Tract 2  | \$2,000 Partial Appraisal |
| Tract 3  | \$2,000 Partial Appraisal |
| Tract 4  | \$2,250 Partial Appraisal |
| Tract 5  | \$2,000 Partial Appraisal |
| Tract 6  | \$2,000 Partial Appraisal |
| Tract 8  | \$2,000 Partial Appraisal |
| Tract 10 | \$2,000 Partial Appraisal |
| Tract 11 | \$1,500 Partial Appraisal |
| Tract 22 | \$2,000 Partial Appraisal |

Updates to any partial appraisal within 6 months of original completion will require a 50% fee based on the original fee - requests after 6 months and up to 12 months will require a 75% fee based on original fee. Requests after 12 months will require a full fee.

Updates of partial appraisal to full or "complete" appraisals will be based on the following payment schedule:

|         |                        |
|---------|------------------------|
| Tract 1 | \$3,500 Full Appraisal |
| Tract 2 | \$3,500 Full Appraisal |

|          |                        |
|----------|------------------------|
| Tract 3  | \$4,000 Full Appraisal |
| Tract 4  | \$3,500 Full Appraisal |
| Tract 5  | \$2,750 Full Appraisal |
| Tract 6  | \$3,250 Full Appraisal |
| Tract 8  | \$3,250 Full Appraisal |
| Tract 10 | \$3,250 Full Appraisal |
| Tract 11 | \$4,500 Full Appraisal |
| Tract 22 | \$8,500 Full Appraisal |

If update is within 6 months of original completion the fee shall be the fee for the full appraisal less the fee for the partial appraisal plus 50% of the original fee.

If update is 6 months and up to 12 months of original completion the fee shall be the fee for the full appraisal less the fee for the partial appraisal plus 75% of the original fee.

If update is after 12 months of original completion date the fee shall be the full appraisal fee.

\$150 per hour for Court Time, if necessary.

Total cost of appraisal work performed under this contract is not to EXCEED \$40,000.00 plus any court time payable per submission of an approved invoice. All amounts due to the Contractor shall be paid on a net 45 day basis.

Jefferson County will pay this price based on the following schedule: Sixty-five percent (65%) of each tract shall be paid after receipt of the appraisal with appropriate invoice and the remaining Thirty-five percent (35%) shall be paid after completion of answers to any review questions and submitting to Jefferson County a corrected copy of any changes made along with the invoice for the remaining Thirty-five percent (35%). Any pre-trial, depositions or court time related hours will be paid within 45 days of invoice submittal. Those items that may be subject to the appraiser's professional opinion shall not be considered errors but the appraisal shall contain supporting evidence.

5. 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.

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

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

8. 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.

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.

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

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

12. 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.

13. 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.

14. 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.

15. NON-ASSIGNMENT CLAUSE: No portion of this contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of the County. Should County authorize Contractor to subcontract (assign) any portion of this contract, Contractor will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, Contractor must maintain a continuous effective business relationship with the sub-contractors) including, but not limited to, regular payment of all monies owed to any subcontractor.

Failure to comply with these requirements in whole or in 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.

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

R. Scott Allen

INTERIM DIRECTOR/COUNTY ENGINEER

Tracy A. Pate

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President - Jefferson County Commission

ATTESTS:

Minute Clerk

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

Aug-27-2015-769

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and David P. Mullins to provide appraisals on TOPICS VIII - Tracts 24 and 25 as recommended by ALDOT for federal aid projects in the amount of \$11,000.

PERSONAL SERVICES CONTRACT

THIS AGREEMENT entered into this day of, 2015, by and between Jefferson County, Alabama, hereinafter called "the County", and David P. Mullins, hereinafter called "the Contractor". The effective date of this agreement shall be the 7<sup>th</sup> day of August, 2015.

WHEREAS, the County desires to contract for appraisal services for the Right of Way Division of the Roads and Transportation Department, hereinafter called "ROW"; and

WHEREAS, the Contractor desires to furnish said appraisal 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: The Contractor shall perform all necessary appraisal services provided under this Contract as required by the ROW. The Contractor shall do, perform, and carry out in a satisfactory and proper professional manner the appraisal of TOPICS VIII Site 3 Tract No. 24 and 25 along Crosshaven Drive and Green Valley Drive, Jefferson County, Alabama with a full narrative report "using ALDOT format to their regulations" and developed in accordance with the Uniform Standards of Professional Appraisal Practice.

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render professional appraisal services to the Commission at any time after the effective date of this Contract. This agreement shall become effective on the date that all parties sign this agreement and shall terminate on December 31, 2016 unless services needed for Court Time in the future.

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

Tract 24 \$3,500 Partial Appraisal  
Tract 25 \$3,500 Partial Appraisal

Fees for updates to full or "complete" appraisals will require an additional fee of \$2,000 per appraisal. Request for updates must be made within 12 months of the original appraisal.

\$250 per hour for Court Time, if necessary.

Total cost of appraisal work performed under this contract is not to EXCEED \$11,000.00 plus any court time payable per submission of an approved invoice. All amounts due to the Contractor shall be paid on a net 45 day basis.

Jefferson County will pay this price based on the following schedule: Sixty-five percent (65%) of each tract shall be paid after receipt of the appraisal with appropriate invoice and the remaining Thirty-five percent (35%) shall be paid after completion of answers to any review questions and submitting to Jefferson County a corrected copy of any changes made along with the invoice for the remaining Thirty-five percent (35%). Any pre-trial, depositions or court time related hours will be paid within 45 days of invoice submittal. Those items that may be subject to the appraiser's professional opinion shall not be considered errors but the appraisal shall contain supporting evidence.

5. 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.

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

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

8. 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.

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.

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

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

12. 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.

13. 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.

14. 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.

15. NON-ASSIGNMENT CLAUSE: No portion of this contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of the County. Should County authorize Contractor to subcontract (assign) any portion of this contract, Contractor will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, Contractor must maintain a continuous effective business relationship with the sub-contractors) including, but not limited to, regular payment of all monies owed to any subcontractor.

Failure to comply with these requirements in whole or in 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.

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

David P. Mullins

INTERIM DIRECTOR/COUNTY ENGINEER

Tracy A. Pate

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President - Jefferson County Commission

ATTESTS:

Minute Clerk

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

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Aug-27-2015-770

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and c. Daniel Sizemore to provide appraisals on TOPICS VIII - Tracts 14, 16, 18-21, 26, 32, 34 and 37 as recommended by ALDOT for federal aid projects in the amount of \$32,000.

PERSONAL SERVICES CONTRACT

THIS AGREEMENT entered into this day of, 2015, by and between Jefferson County, Alabama, hereinafter called "the County", and C. Daniel Sizemore, hereinafter called "the Contractor". The effective date of this agreement shall be the 7<sup>th</sup> day of August, 2015.

WHEREAS, the County desires to contract for appraisal services for the Right of Way Division of the Roads and Transportation Department, hereinafter called "ROW"; and

WHEREAS, the Contractor desires to furnish said appraisal 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: The Contractor shall perform all necessary appraisal services provided under this Contract as required by the ROW. The Contractor shall do, perform, and carry out in a satisfactory and proper professional manner the appraisal of TOPICS VIII Site 3 Tract No. 14,16,18,19,20,21,26,32,34 and 37 along Crosshaven Drive and Green Valley Drive, Jefferson County, Alabama with a full narrative report "using ALDOT format to their regulations" and developed in accordance with the Uniform Standards of Professional Appraisal Practice.
3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render professional appraisal services to the Commission at any time after the effective date of this Contract. This agreement shall become effective on the date that all parties sign this agreement and shall terminate on December 31, 2016 unless services needed for Court Time in the future.
4. COMPENSATION: Contractor shall be compensated for services rendered as follows:

|          |                           |
|----------|---------------------------|
| Tract 14 | \$1,500 Partial Appraisal |
| Tract 16 | \$2,000 Partial Appraisal |
| Tract 18 | \$2,000 Partial Appraisal |
| Tract 19 | \$2,000 Partial Appraisal |
| Tract 20 | \$2,000 Partial Appraisal |
| Tract 21 | \$1,500 Partial Appraisal |
| Tract 26 | \$2,000 Partial Appraisal |
| Tract 32 | \$2,000 Partial Appraisal |
| Tract 34 | \$2,000 Partial Appraisal |
| Tract 37 | \$2,000 Partial Appraisal |

Updates to any partial appraisal within 6 months of original completion will require a 50% fee based on the original fee - requests after 6 months and up to 12 months will require a 75% fee based on original fee. Requests after 12 months will require a full fee.

Updates of partial appraisal to full or "complete" appraisals will be based on the following payment schedule:

|          |                        |
|----------|------------------------|
| Tract 14 | \$1,500 Full Appraisal |
| Tract 16 | \$3,500 Full Appraisal |
| Tract 18 | \$4,000 Full Appraisal |
| Tract 19 | \$3,250 Full Appraisal |
| Tract 20 | \$3,250 Full Appraisal |
| Tract 21 | \$3,500 Full Appraisal |
| Tract 26 | \$3,500 Full Appraisal |
| Tract 32 | \$4,000 Full Appraisal |
| Tract 34 | \$2,000 Full Appraisal |
| Tract 37 | \$3,500 Full Appraisal |

If update is within 6 months of original completion the fee shall be the fee for the full appraisal less the fee for the partial appraisal plus 50% of the original fee.

If update is 6 months and up to 12 months of original completion the fee shall be the fee for the full appraisal less the fee for the partial appraisal plus 75% of the original fee.

If update is after 12 months of original completion date the fee shall be the full appraisal fee.  
\$150 per hour for Court Time, if necessary.

Total cost of appraisal work performed under this contract is not to EXCEED \$32,000.00 plus any court time payable per submission of an approved invoice. All amounts due to the Contractor shall be paid on a net 45 day basis.

Jefferson County will pay this price based on the following schedule: Sixty-five percent (65%) of each tract shall be paid after receipt of the appraisal with appropriate invoice and the remaining Thirty-five percent (35%) shall be paid after completion of answers to any review questions and submitting to Jefferson County a corrected copy of any changes made along with the invoice for the remaining Thirty-five percent (35%). Any pre-trial, depositions or court time related hours will be paid within 45 days of invoice submittal. Those items that may be subject to the appraiser's professional opinion shall not be considered errors but the appraisal shall contain supporting evidence.

5. **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.

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

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

8. **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.

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.

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

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

12. 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.

13. 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.

14. 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.

15. NON-ASSIGNMENT CLAUSE: No portion of this contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of the County. Should County authorize Contractor to subcontract (assign) any portion of this contract, Contractor will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, Contractor must maintain a continuous effective business relationship with the sub-contractors) including, but not limited to, regular payment of all monies owed to any subcontractor.

Failure to comply with these requirements in whole or in 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.

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  
C. Daniel Sizemore  
INTERIM DIRECTOR/COUNTY ENGINEER  
Tracy A. Pate

JEFFERSON COUNTY, ALABAMA  
James A. Stephens, President - Jefferson County Commission  
ATTESTS:  
Minute Clerk

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

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Aug-27-2015-771

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement

between Jefferson County, Alabama and Norman Pless, Jr. to provide appraisals on TOPICS VIII - Tracts 12 and 13 as recommended by ALDOT for federal aid projects in the amount of \$16,100.

PERSONAL SERVICES CONTRACT

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between Jefferson County, Alabama, hereinafter called "the County", and Norman Pless, Jr., hereinafter called "the Contractor". The effective date of this agreement shall be the 7<sup>th</sup> day of August, 2015.

WHEREAS, the County desires to contract for appraisal services for the Right of Way Division of the Roads and Transportation Department, hereinafter called "ROW"; and

WHEREAS, the Contractor desires to furnish said appraisal 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: The Contractor shall perform all necessary appraisal services provided under this Contract as required by the ROW. The Contractor shall do, perform, and carry out in a satisfactory and proper professional manner the appraisal of TOPICS VIII Site 3 Tract No. 12 and 13 along Crosshaven Drive and Green Valley Drive, Jefferson County, Alabama with a full narrative report "using ALDOT format to their regulations" and developed in accordance with the Uniform Standards of Professional Appraisal Practice.

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render professional appraisal services to the Commission at any time after the effective date of this Contract. This agreement shall become effective on the date that all parties sign this agreement and shall terminate on December 31, 2016 unless services needed for Court Time in the future.

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

Tract 12      \$4,150      Partial Appraisal

Tract 13      \$4,150      Partial Appraisal

Fees for updates of partial appraisals will require a fee of \$2,700 per appraisal.

Fees for updates of partial appraisal to full or "complete" appraisals will require an additional fee of \$3,900 per appraisal. Request for updates must be made within 24 months of the original appraisal.

\$250 per hour for Court Time, if necessary.

Total cost of appraisal work performed under this contract is not to EXCEED \$16,100.00 plus any court time payable per submission of an approved invoice. All amounts due to the Contractor shall be paid on a net 45 day basis.

Jefferson County will pay this price based on the following schedule: Sixty-five percent (65%) of each tract shall be paid after receipt of the appraisal with appropriate invoice and the remaining Thirty-five percent (35%) shall be paid after completion of answers to any review questions and submitting to Jefferson County a corrected copy of any changes made along with the invoice for the remaining Thirty-five percent (35%). Any pre-trial, depositions or court time related hours will be paid within 45 days of invoice submittal. Those items that may be subject to the appraiser's professional opinion shall not be considered errors but the appraisal shall contain supporting evidence.

5. 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.

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

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

8. 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.

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.

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

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

12. 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.

13. 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.

14. 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.

15. NON-ASSIGNMENT CLAUSE: No portion of this contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of the County. Should County authorize Contractor to subcontract (assign) any portion of this contract, Contractor will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, Contractor must maintain a continuous effective business relationship with the sub-contractors) including, but not limited to, regular payment of all monies owed to any subcontractor.

Failure to comply with these requirements in whole or in 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.

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

Norman Pless, Jr.

INTERIM DIRECTOR/COUNTY ENGINEER

Tracy A. Pate

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President - Jefferson County Commission

ATTESTS:

Minute Clerk

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

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Aug-27-2015-772

BE IT RESOLVED-BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute the Utility-Consultant Engineer Agreement for the Sanitary Sewer Conflict Evaluation & Relocation for the ALDOT No. STBPH-7020(609) Patton Chapel Phase III Road Widening from Crayrich Drive to Chapel Lane project in an amount not to exceed \$53,438.28 between Jefferson County, Alabama and Engineering Design Technologies, Inc. This reimbursable Agreement provides for all engineering, administrative, and construction management services associated with the sanitary sewer relocation required to accommodate ALDOT's Project No.

STBPH7020(801) Roadway, Intersection, Bridge Replacement and Signal Improvements roadway project along and about Patton Chapel Road in the City of Hoover.

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

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Aug-27-2015-773

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute an Agreement between Jefferson County, Alabama and Schneider Electric in the amount of \$23,520.00 to provide software license and engineering services to convert, test and startup and existing Citect Historian to Wonderwood Historian.

AGREEMENT TO PROVIDE ONSITE ENGINEERING SERVICES FOR CITECTSCADA HISTORIAN CONVERSION

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 Schneider Electric USA, 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 analysis and reporting for the arc flash engineering 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 provide software license and engineering services to convert, test and startup an existing Citect Historian application to Wonderware Historian. The scope of this work is described in detail by Schneider Electric Proposal #36709523 labeled as Exhibit A.

SECTION 1 – OBLIGATION OF CONSULTANT TO OWNER

The obligations of the CONSULTANT to the OWNER are outlined in detail by Schneider Electric Proposal #36709523 labeled as Exhibit A, pages 6 & 7.

SECTION 2 – OBLIGATION OF OWNER TO THE CONSULTANT

It is understood that the OWNER will:

1. Assist the CONSULTANT by placing at their disposal all available information pertinent to the site of the project(s), including previous drawings and any other data relative to the condition of the site.
2. Designate a project manager to coordinate CONSULTANT's work and to assist as OWNER's representative with respect to the work to be performed under this AGREEMENT.
3. Examine drawings, specifications, proposals, and other documents presented by the CONSULTANT, and shall render decisions in writing pertaining thereto within a reasonable time so as not to delay the services of the CONSULTANT.
4. Give prompt written notice to the CONSULTANT whenever the OWNER observes, or otherwise becomes aware of, any defect in the performance of engineering services.
5. COUNTY 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 will be held at the request of either the OWNER or the CONSULTANT to discuss matters pertinent to any phase of this project.
2. Request for visits to the site may be made by the OWNER or by the CONSULTANT in conjunction with any other party or parties.

ARTICLE II – TIME OF BEGINNING AND COMPLETION

A. The work shall be completed in accordance with the schedule provided in Exhibit A as adjusted for the actual notice to proceed date. 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.

B. 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.

C. 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.

#### SECTION 1 – FEE

### ARTICLE III – PAYMENT

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 Exhibit A. The contract shall include a maximum cost of Twenty-three thousand five hundred twenty dollars (\$23,520.00) as further defined in Exhibit A, page 11.

The contract amount 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 twenty- five (25) days of receipt of the CONSULTANT's payment request by the Jefferson County Finance Department, however not to exceed thirty (30) days from receipt of invoice.

#### 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 - 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 4 – TERMINATION OR ABANDONMENT

1. The OWNER shall have the right to terminate this AGREEMENT for convenience after providing thirty (30) days written notice, and such action shall, in no event, be deemed a breach of contract.

2. If the OWNER terminates the contract for convenience as provided above, OWNER may make settlement with 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 5 – TERMINATION OF CONTRACT FOR BREACH

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

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

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

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

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

2. Before the Contract is terminated, the CONSULTANT will first be notified in writing by the OWNER of the conditions which make termination of the Contract imminent. Fifteen

(15) days after notice is given, if no effective effort has been made by the CONSULTANT to correct the conditions for which compliant is made, the OWNER may declare the Contract terminated and will notify the CONSULTANT accordingly.

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

#### SECTION 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 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 7 – RESPONSIBILITY FOR CLAIMS AND LIABILITY

1. The CONSULTANT shall be responsible for all damage to life and property due to its negligent 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, by any third party claims, 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. Notwithstanding any provision to the contrary, except with respect to third party indemnification claims, to the extent based on CONSULTANT's gross negligence, neither party shall be liable to the other for consequential, indirect, special, incidental or punitive damages (including lost time, profits, revenue or data) of any kind related in any manner with this Agreement. Regardless of the form of action, or the theory of recovery even if CONSULTANT has been apprised of the possibility of such damages, the remedies of the OWNER set forth herein are exclusive and the total cumulative liability of CONSULTANT, its subcontractors and suppliers of any tier with respect to this contract or anything done in connection therewith, whether in contract, in tort (excluding CONSULTANT's gross negligence or willful misconduct) or otherwise, shall not exceed the price of the product, part or service on which such liability is based

1. 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.

|  |                |
|--|----------------|
| General Liability and Property Damage        | \$1,000,000.00 |
| Automobile and Truck Bodily Injury Liability | \$1,000,000.00 |
| Workers Compensation                         | Statutory      |



The CONSULTANT shall notify the OWNER within 30 days about any present or future claims that could affect their policy limits.

#### 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, sex, national origin, or disability and all applicable provisions of Title 6, Code of Federal Regulations, and procure all necessary licenses and permits.

#### SECTION 9 - 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 10 - 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 11 – 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 12 - CONDITIONS AFFECTING WORK

1. The CONSULTANT shall be responsible for having taken steps reasonably necessary to ascertain the nature, location, scope, and type of work hereunder, and the general and local conditions which can affect the work or the cost hereof. Any failure by the CONSULTANT to do so will not relieve him from responsibility for successfully performing the work without additional expense to the COUNTY. The COUNTY assumes no responsibility for any understanding or representation by any of its officials or agents prior to the execution by the COUNTY as 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 all times during the contract period and for three (3) years from the date of final payment of COUNTY Funds under the terms of this AGREEMENT, for review by the COUNTY, or any authorized representative of the COUNTY, and copies thereof shall be furnished if requested.

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

A. Non-discrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases 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 provision of Executive Order 11246 of September 24, 1965.

B. Solicitation for Subcontractors, Including Procurement of Materials and Equipment: In all solicitation, 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 regulation relative to nondiscrimination on the grounds of race, color or national origin.

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

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

#### SECTION 13 - 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.

SECTION 14 – 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.

SECTION 14 – CONFLICTING TERMS

In the event of a conflict between the terms of this contract and the terms of any exhibits attached, the terms of this contract shall control.

SECTION 15 – WARRANTY TERMS

CONSULTANT shall warranty its work for a period of one (1) year from COUNTY's acceptance of the Services, or eighteen (18) months from the last product invoice date.

THE WARRANTIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES (EXCEPT WARRANTIES OF TITLE). THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE ARE EXPRESSLY EXCLUDED.

SECTION 1 - EXECUTORY CLAUSE

ARTICLE V

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 \_\_\_\_ day of July, 2015  
\_\_\_\_\_, Representative Schneider Electric  
and the OWNER on the \_\_\_\_ day of 2015.

RECOMMENDED:

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

\_\_\_\_\_  
Aug-27-2015-774

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, Alabama and City of Vestavia Hills 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 CITY OF VESTAVIA HILLS (the "Owner").

RECITALS:

Owner is the owner of real property being the City of Vestavia Hills Fire Station and City Hall, located at 513 Montgomery Hwy Vestavia Hills, AI 35216, Parcel Id Number 28-00-19-3-012-001.000. A parcel of land situated in the South one-half of Section 19, Township 18 South, Range 2 West, Jefferson County, Alabama, said parcel being all of Lots 4, 8, 9, 10, 11, and 12, according to the Forth Addition to Beacon Hill Survey as recorded in Plat Book 38, Page 3 in the Office of the Judge of Probate Jefferson County, Alabama, along with an acreage parcel, and all of the vacated Eastwood Circle right of way vacated by Instrument LR201418, Page 14874 and recorded in the Office of the Judge of Probate Jefferson County, Alabama.

Owner has installed a Fire Station Building, Fencing, Air Conditioning units, Underground Storm Detention System and a Block Wall 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 Local Clients. 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

City Of Vestavia Hills

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

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Aug-27-2015-775

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute an Agreement between Jefferson County, Alabama and Gresham, Smith & Partners, in the amount of \$173,000.00 to Provide Professional Design Engineering Services for the Construction of Storage Additions at the Shades Valley WWTP Complex.

A G R E E M E N T

PROFESSIONAL DESIGN ENGINEERING SERVICES FOR THE CONSTRUCTION OF  
STORAGE ADDITIONS AT THE SHADES VALLEY WWTP COMPLEX

This AGREEMENT, made this the \_\_\_\_\_ day of \_\_\_\_\_, 2015 by and between Jefferson County, Alabama as Party of the First Part, hereinafter referred to as the OWNER, and Gresham, Smith and Partners, 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, design, specifications and construction management for storage additions at the Shades Valley WWTP Complex as outlined in the Scope of Work.

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

#### ARTICLE I - SCOPE OF WORK

The CONSULTANT, in the accomplishment of work under this AGREEMENT, shall meet the requirements for conformance with the standards adopted by the Jefferson County Commission and shall ascertain the practices of the Jefferson County Environmental Services Department prior to beginning any of the work on this project. All work under this AGREEMENT shall be performed in accordance with the standards of care for professional services under Alabama law.

The scope of the geographic area of work proposed in this AGREEMENT will include the Shades Valley campus site in Birmingham. The scope of the work shall include furnishing Professional Engineers and Architects to provide the services required by this AGREEMENT.

Specifically excluded in the scope of work under this AGREEMENT is actual construction, repair, renovation or maintenance of any component of the public works improvements by the CONSULTANT.

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

The CONSULTANT will perform the following design engineering services for storage additions at the following buildings at the Shades Valley Campus:

1. Perform due diligence on site and building layouts and options.
2. Prepare Construction Documents including plans, details and specifications describing the needed work. Construction Documents including 1 storage facility adjacent to Building 1351, 1 vehicle storage facility adjacent to Building 1296, and expansion of Building 1351 for Vehicle Storage.
3. Assist the Owner in preparation of Invitation to Bid and Contractor pre-qualifications.
4. Assist the Owner in the bidding process including preparation of Notice to Bidders, distribution of plans, responses to questions from bidders, pre-bid meeting, addenda, bid opening and tabulation, and recommendation of award.
5. Conduct and preside over pre-construction and other progress meetings and issue notes for same.
6. Visit the job site once a month to observe and report on work in place and its adherence to the Contract Documents.
7. Checking submittals and shop drawings provided by the contractor for general conformity of design concept and conformance with the information given in the contract documents.
8. Processing the Contractor's pay requests by reviewing the request to the best of the CONSULTANT'S knowledge and belief and recommend issuance of such payments by the County.
9. Issue final punchlist on missing or deficient work.
10. Assist the Owner with project close-out.
11. Preparation of Record Drawings.
12. Provide a compact disc with all associated data in electronic format.
13. Survey.
14. Geotechnical Report.
15. Permitting.

Exclusions:

16. Fire Protection

#### SECTION 2 – OBLIGATION OF THE 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's 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 environmental site assessments, if required.
12. Assume all costs of public hearings, if required.
13. Assume all costs for railroad permit fees, if required.
14. Assume all costs for flow monitoring within study area, if required.
15. Assume all costs for advertising for bid.

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

1. Conferences will be held at the 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**

1. The CONSULTANT agrees to start work on the professional services outlined under Article I of this AGREEMENT within ten (10) days upon 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.
2. The design work to be performed shall be performed within nine (11) months after NTP. This includes six (6) months for design and five (5) months for advertisement, bidding, and procurement including Commission approval. Construction and final acceptance is anticipated to require six (6) months after NTP.
3. In case the OWNER deems it advisable or necessary in the execution of the work to make any alteration which will increase or decrease the scope of work outlined in this AGREEMENT, the time limits specified herein may be adjusted in accordance with Article IV, Section 1.
4. At the completion of this contract, the OWNER and the CONSULTANT may decide at the OWNER'S option to enter into negotiations to extend the scope of work and time of the contract.

#### **ARTICLE III - PAYMENT**

##### **SECTION 1**

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

For the work contemplated under Article I, Section 1, the OWNER will pay the CONSULTANT an amount not to exceed one-hundred seventy-three thousand dollars (\$173,000), based upon the attached Fee Schedule which is hereby incorporated as a part of this AGREEMENT. This contract amount shall not be exceeded except by formal amendment to this agreement.

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 and along with other evidence of performance as the OWNER may deem necessary. The OWNER shall pay the CONSULTANT within thirty (30) days of receipt of the Consultant's payment request by the County Finance Department.

##### **SECTION 2**

The acceptance by the CONSULTANT of the final payment shall constitute and operate as a release to the 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 fees or cost ceiling will be made on a proportionate basis.

#### SECTION 2 - OWNERSHIP OF ENGINEERING DOCUMENTS

Upon completion of the work covered by this AGREEMENT, the CONSULTANT shall make available to the 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 furnish to the OWNER by the CONSULTANT shall bear thereon the endorsement of the CONSULTANT. All data collected and prepared or generated under this agreement between the CONSULTANT and the OWNER shall be the property of the OWNER and shall not be released to any other party without the consent of the Director of Environmental Services.

#### 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) days after the alleged delay has occurred.

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

#### SECTION 5 - TERMINATION OR ABANDONMENT

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

2. The 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 costs incurred for satisfactory work performed by the CONSULTANT prior to the termination of the AGREEMENT, less any payments previously made.

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

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

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

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

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

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

B. Before the Contract is terminated, the Consultant will first be notified in writing by the 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.

C. 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.

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 Jefferson County, Alabama, Jefferson County Commission, their 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.....                       | \$1,000,000.00 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 or national origin, and all applicable provisions of Title 6, Code of Federal Regulations, and procure all necessary licenses and permits.

SECTION 10 - SUBLETTING, ASSIGNMENT OF TRANSFER

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

SECTION 11 - EMPLOYMENT OF COUNTY WORKERS

1. The CONSULTANT shall not engage, on full or part time or other basis during the period of the AGREEMENT, any professional or technical personnel who are or have been at any time during the period of this AGREEMENT in the employ of the COUNTY or 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 OWNER official, employee of the OWNER, Jefferson County Commission official, or employee of the Jefferson County Commission shall be admitted to any share or part of this AGREEMENT, or to any benefit that may arise there from, except the use of the facility being designed as enjoyed by the general public.

SECTION 12 - CONTROL

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

SECTION 13 - CONDITIONS AFFECTING WORK

1. The CONSULTANT shall be responsible for having taken steps reasonably necessary to ascertain the nature, location, scope and type of work hereunder and the general and local conditions which can affect the work or the cost hereof. Any failure by the CONSULTANT to do so will not relieve him from responsibility for successfully performing the work without additional expense to the 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 to maintain all books, documents, papers, accounting records and other evidences pertaining to costs incurred for this project, and to make such material available at their respective offices at all times during the contract period and for three (3) years from the date of final payment of the 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, color or national origin in the selection and detention of subcontractors, including procurement of materials and lease of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964 or the Equal Opportunity Provisions of Executive Order 11246 of September 24, 1965. The CONSULTANT will abide by all clauses and stipulations in, and as required by Jefferson County Commission Administrative Order 08-4 attached hereto as Exhibit A including the execution of the EEO certification.

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

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

C. Sanctions of Noncompliance:

In the event of the CONSULTANT'S noncompliance with any provisions of this contract, the 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

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

SECTION 15 - 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 V

SECTION 1 - EXECUTORY CLAUSE

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

2. The CONSULTANT, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself in a manner consistent with such status, that he will neither hold himself out as, nor claim to be an officer or employee of Jefferson County, Alabama or 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 Jefferson County, Alabama or 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, Company on the \_\_\_\_ day of \_\_\_\_\_, 2015, and the OWNER on the \_\_\_\_ day of \_\_\_\_\_, 2015.

Gresham, Smith and Partners

J. Robert Murphy, Jr., AIA, LEED AP, NCARB - Principal



RECOMMENDED:

David Denard - Director of Environmental Services

APPROVED:

James A. Stephens, President - Jefferson County Commission

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

Aug-27-2015-776

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute Amendment 1 between Jefferson County and Perkin Elmer Health Sciences, Inc., in the amount of \$12,636.00 for a 3 year renewable contract for the annual maintenance of the Inductively Coupled Plasma (ICP) System which provide for factory trained technicians and on-site repair with parts, labor, shipping and travel costs.

CONTRACT NO.: 6500

Contract Amendment 1

Amendment to the Contract between Jefferson County, Alabama, and Perkin Elmer Health Services, Inc. for "Basic Service Plan".

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

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

The original contract between the parties referenced above was approved by the Jefferson County Commission on September 25, 2014 and recorded in the MB 167, Page 48, is hereby amended as follows:

AMEND TERM: April 1, 2015-March 31, 2016

AMEND COMPENSATION: Compensation for Perkin Elmer Health Services, Inc. maintenance support during period April 1, 2015-March 31, 2016 will be \$12,636.00.

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

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President - Jefferson County Commission

CONTRACTOR

\_\_\_\_\_, Assistant Secretary

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

Aug-27-2015-777

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute an Agreement between Jefferson County and Enterprise Automation in the amount of \$72,710.00 to provide comprehensive scope of work and deliverables so that Jefferson County can pursue developing standards and methodology throughout the SCADA systems.

AGREEMENT TO PROVIDE ENGINEERING SERVICES FOR WWTP SCADA System Design Evaluation

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 Enterprise Automation 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 engineering 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 provide engineering services for a SCADA system design evaluation within the wastewater treatment facilities.

The CONSULTANT's engineers will make onsite visits to gather information and data about the current SCADA system. The goal of this phase is to produce a Technical Memorandum with the results of the findings, alternatives, and recommendations to be used as the first phase of work toward the Environmental Service Department's goals of developing standards and methodologies within the SCADA systems and developing a comprehensive SCADA Master Plan. The scope of work is described in detail by the Enterprise Automation proposal #EA15JCO031 labeled as 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 reports, specifications 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.

#### 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

The work shall be completed in six months. 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.

In case the OWNER deems it advisable or necessary in the execution of the work to make any alteration which will increase or decrease the scope of work outlined in this AGREEMENT, the time limits specified herein may be adjusted in accordance with Article IV, Section 1.

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

#### ARTICLE III – PAYMENT

##### SECTION 1 – FEE

For services performed by the CONSULTANT under this AGREEMENT, and as full and complete compensation therefore, including all expenditures made and all expenses incurred by the CONSULTANT in connection with this AGREEMENT, except as otherwise provided herein, and subject to and in conformity with all provisions of this AGREEMENT, the 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 Lump Sum contract to be paid by monthly invoice based on the percentage of contract that is complete. The contract shall be a cost of Seventy-two thousand seven hundred ten dollars (\$72,710.00) as further defined in Attachment A. This contract amount shall not be exceeded except by formal amendment to this agreement.

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 and along with other evidence of performance as the OWNER may deem necessary. The OWNER shall pay the CONSULTANT within ten (15) 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 - 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 3 – 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 4 – 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.
3. 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 compliant is made, the OWNER may declare the Contract terminated and will notify the CONSULTANT accordingly.
4. 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 5 – 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 6 – 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.....        | L46\ƒ"Symbol"\s12..... | L46\ƒ"Symbol"\s12..... | L46\ƒ"Symbol"\s12..... | \$300,000.00 |
| Automobile and Truck Bodily Injury Liability.MBOL | L46\ƒ"Symbol"\s12..... | L46\ƒ"Symbol"\s12..... | L46\ƒ"Symbol"\s12...   | \$300,000.00 |
| Workers Compensation.....                         | Statutory              |                        |                        |              |

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 7 - 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 8 - 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 9 - 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 10 – 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 11 - CONDITIONS AFFECTING WORK

The CONSULTANT shall be responsible for having taken steps reasonably necessary to ascertain the nature, location, scope, and type of work hereunder, and the general and local conditions which can affect the work or the cost hereof. Any failure by the CONSULTANT to do so will not relieve him from responsibility for successfully performing the work without additional expense to the COUNTY. The COUNTY assumes no responsibility for any understanding or representation by any of its officials or agents prior to the execution by the COUNTY as 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 all times during the contract period and for three (3) years from the date of final payment of COUNTY Funds under the terms of this AGREEMENT, for review by the

COUNTY, or any authorized representative of the COUNTY, and copies thereof shall be furnished if requested.

During the performance of this contract, the CONSULTANT for itself, its assignees and successors in interest, agrees as follows:

A. Non-discrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases 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 provision of Executive Order 11246 of September 24, 1965.

B. Solicitation for Subcontractors, Including Procurement of Materials and Equipment: In all solicitation, 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 regulation relative to nondiscrimination on the grounds of race, color or national origin.

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

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

SECTION 12 - 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.

SECTION 13 – 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 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 \_\_\_\_\_ 2015,  
\_\_\_\_\_, Authorized Representative - Enterprise Automation  
and the OWNER on the \_\_\_\_ day of \_\_\_\_\_ 2015.

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

\_\_\_\_\_  
Aug-27-2015-778

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute an Agreement to provide Professional Engineering Services for Hydraulic Model Development of the Cahaba River, Shades Creek and Turkey

Creek Basins and Update of the Prudes Creek Model between Jefferson County, Alabama and Hazen & Sawyer, P.C. in the amount of One Million Three-hundred Twenty-Six Thousand Dollars (\$1,326,000).

AGREEMENT TO PROVIDE  
PROFESSIONAL ENGINEERING SERVICES FOR  
Jefferson County Environmental Services Department for  
Hydraulic Model Development of the Cahaba River, Shades  
Creek, and Turkey Creek Sewer Basins and Update of the Prudes Creek Model

This AGREEMENT, made this the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between Jefferson COUNTY, in the State of Alabama as Party of the First Part, hereinafter referred to as the COUNTY, and Hazen and Sawyer, P.C. (CONSULTANT) as Party of the Second Part, hereinafter referred to as the CONSULTANT.

WHEREAS, the said CONSULTANT has agreed and by these presents does agree with the COUNTY for the consideration hereinafter mentioned with payment to be administered by the COUNTY to accomplish the analysis and reporting for the Professional Engineering Services for Hydraulic Model Development of the Cahaba River, Shades Creek, and Turkey Creek Sewer Basins and Update of the Prudes Creek Model as outlined in the Scope of Work.

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

ARTICLE I – SCOPE OF WORK

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

This project consists of the development and calibration of comprehensive hydraulic models for the following basins: Cahaba River, Shades Creek, Turkey Creek, and Model Update of the Prudes Creek Model using Infoworks modeling software. The hydraulic models will be used as a tool to develop and evaluate remedial measures to address recurring sanitary sewer overflows in the collection system and to serve as a basis for a Capacity Assurance Tool for potential future development. The model shall comprise all pipes 12-inches and larger in each basin as well as smaller pipes where overflow data shows a history of wet weather overflows.

Specifically, the CONSULTANT will perform engineering services as described in Exhibit B - Scope of Work.

SECTION 1 – OBLIGATION OF CONSULTANT TO COUNTY

The CONSULTANT will perform the following engineering services:

As described in Exhibit B – Scope of Work

SECTION 2 – OBLIGATION OF THE COUNTY TO THE CONSULTANT

It is understood that the COUNTY will:

1. Furnish requirements for the project and provide full information as to its requirements for the project.
2. Assist the CONSULTANT by placing at their disposal all available information pertinent to the project, including previous reports and any other data relative to the project.
3. Designate a project manager to coordinate CONSULTANT's work and to assist as COUNTY's representative with respect to the work to be performed under this AGREEMENT.
4. Examine studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the CONSULTANT and render decisions in writing pertaining thereto within a reasonable time so as not to delay the services of the CONSULTANT.
5. 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 COUNTY observes 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. COUNTY will operate any plant equipment as necessary and reasonable to carry out the scope of work.
13. Pay for appearances before courts or boards regarding litigation related to the project(s), and/or preparatory work required in connection with such matters. Appearances before courts or boards regarding litigation related to errors or omissions of the CONSULTANT which result

in legal proceedings against the COUNTY shall not be charged to the COUNTY, and shall not be items eligible for payment by the COUNTY.

14. Pay for specialized geological studies, laboratory tests, concrete tests, special permits or easements, or other such analyses, special reports or reports recommended by the CONSULTANT and deemed to be necessary by the OWNER.

15. Examine tools, studies, reports, sketches, opinions of probable cost of construction, requests for qualifications, and other documents presented by the CONSULTANT, and shall render decisions in writing pertaining thereto within a reasonable time so as not to delay the services of the CONSULTANT.

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

1. Conferences outlined in the scope of work will be held at the reasonable request of either the COUNTY or the CONSULTANT to discuss matters pertinent to any phase of the project. CONSULTANT will be entitled to additional compensation for any conferences requested by the COUNTY beyond those outlined in the scope of work in Section 2.

2. Requests for visits to the site may be made by the COUNTY or the CONSULTANT in conjunction with any other party or parties.

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

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

2. The work to be performed shall be completed within 822 days of receipt of a Notice to Proceed in accordance with Exhibit C - Schedule. Should delays attributable to causes beyond the control of the CONSULTANT be encountered, such as would extend the contract work beyond the agreed upon seven hundred and thirty day period, the COUNTY may adjust the amount of this contract by amendment, so as to reflect the cost of additional expense items and additional fee, if any, arising from the change.

3. In case the COUNTY deems it advisable or necessary in the execution of the work to make any alteration which will increase or decrease the scope of work outlined in this AGREEMENT, the time limits specified herein may be adjusted in accordance with Article IV, Section 1.

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

#### ARTICLE III – PAYMENT

##### SECTION 1 – FEE

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

For the work contemplated under Article I, Section 1, compensation shall be computed on the basis of a Cost Not to Exceed contract to be paid by monthly invoice at the schedule of standard charges attached as Exhibit A. The contract shall include a maximum engineering cost of one million three hundred twenty-six thousand and 00/100 dollars (\$1,326,000.00). This contract amount shall not be exceeded except by formal amendment to this agreement.

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

##### SECTION 2 – FINAL ACCEPTANCE

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

#### ARTICLE IV – MISCELLANEOUS PROVISIONS

##### SECTION 1 – CHANGES OF WORK

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

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

#### SECTION 2 – OWNERSHIP OF ENGINEERING DOCUMENTS

Upon completion of the work covered by this AGREEMENT, the CONSULTANT shall make available to the COUNTY all documents and data pertaining to the work or to the project, which material shall become the property of the COUNTY. All original tracings or maps and other engineering data furnished to the COUNTY by the CONSULTANT shall bear thereon the endorsement of the CONSULTANT. Any software, documentation, information, and materials in which CONSULTANT has pre-existing proprietary rights and/or has otherwise been licensed to CONSULTANT prior to this agreement shall be for COUNTY'S exclusive use and shall not be given to other entities without written permission of the CONSULTANT.

#### SECTION 3 – CONSULTANT'S ENDORSEMENT

The CONSULTANT shall endorse the original title or cover sheet of all reports and engineering data required to be furnished by him under the terms of this AGREEMENT. All endorsements shall contain the seal and original signature of an Alabama licensed professional engineer who is a bona fide employee of the CONSULTANT. The original title or cover sheet shall also contain a statement that all surveying was completed in accordance with the requirements of the minimum technical standards for the practice of land surveying in the state of Alabama. The statement shall be signed by a registered land surveyor with his/her Alabama Registration Number duly affixed.

#### SECTION 4 - DELAYS AND EXTENSIONS

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

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

#### SECTION 5 – TERMINATION OR ABANDONMENT

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

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

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

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

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

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

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

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 COUNTY 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 COUNTY.

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

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

3. Upon receipt of notice from the COUNTY that the Contract has been terminated, the CONSULTANT shall immediately discontinue



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

SECTION 7 – CONTROVERSY

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

SECTION 8 – RESPONSIBILITY FOR CLAIMS AND LIABILITY

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

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

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

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

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

SECTION 9 - GENERAL COMPLIANCE WITH LAWS

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

SECTION 10 - SUBLETTING, ASSIGNMENT OR TRANSFER

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

SECTION 11 - EMPLOYMENT OF COUNTY WORKERS

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

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

otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts or contingent fee.

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

#### SECTION 12 – CONTROL

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

#### SECTION 13 - CONDITIONS AFFECTING WORK

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

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

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

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

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

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

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

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

#### SECTION 15 - 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 V

#### SECTION 1 - EXECUTORY CLAUSE

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

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

### ARTICLE VI

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures, Hazen and Sawyer, P.C. on the \_\_\_\_ day of

\_\_\_\_\_ 2015, and the COUNTY on the \_\_\_\_\_ day of \_\_\_\_\_ 2015.

Ronald Taylor, Vice President

Hazen and Sawyer, P.C.

RECOMMENDED:

David Denard, Director of Environmental Services

Jefferson County

ATTEST:

JEFFERSON COUNTY COMMISSION

Minute Clerk

James A. Stephens, President

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

\_\_\_\_\_  
Aug-27-2015-779

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Guardian System, Inc. to provide laboratory services (water sample analysis) for the period September 1, 2015 - August 31, 2018 in the amount of \$25,556.08.

Contract No. CON-00007528

CONTRACT FOR RFP 102-15

"WATER QUALITY ANALYSIS SERVICES"

THIS AGREEMENT entered into by and between Jefferson County, Alabama, hereinafter called "the County", and Guardian Systems, Inc. located at 1108 Ashville Road, Leeds, Alabama 35094, hereinafter called "the Contractor," shall be effective August 1, 2015.

WHEREAS, the County desires to contract for water quality analysis and other laboratory tests, as needed by the Stormwater Division of the Jefferson County Inspection Services Department for compliance with ADEM and EPA requirements.

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

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

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

2. SCOPE OF SERVICES:

This Contract results from Jefferson County's Request for Invitation to RFP 102-15 - Water Quality Analysis, dated June 3, 2015, for water quality testing and other laboratory testing on behalf of the County's Stormwater Division of the Inspection Services Department in order to meet ADEM and EPA requirements. The water samples will be collected by the Stormwater Division employees and delivered to the vendor for the water quality analysis or other laboratory tests.

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:

The Contractor shall be available to render services at any time after the effective date of this contract. The contract will be effective August 1, 2015 through July 31, 2018. The Contractor shall perform and carry out water quality and laboratory testing according to the following parameter and reference methods:

- Oil and Grease - EPA 1664
- Non-Polar Material (NPM) (T.Pet. Hydro.) - EPA 1664 or EPA 418.1
- Mercury, Total - EPA 245.1
- Silver, Total - EPA 200.7
- Aluminum, Total - EPA 200.7
- Arsenic, Total - EPA 200.7
- Barium, Total - EPA 200.7
- Beryllium, Total - EPA 200.7
- Boron, Total - EPA 200.7
- Calcium, Total - EPA 200.7

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK (CONT'D):

The Contractor shall perform and carry out water quality and laboratory testing according to the following parameter and reference methods:

- Cadmium, Total - EPA 200.7
- Cobalt, Total - EPA 200.7
- Chromium, Total - EPA 200.7
- Copper, Total - EPA 200.7
- Iron, Total - EPA 200.7
- Potassium, Total - EPA 200.7
- Magnesium, Total - EPA 200.7
- Manganese, Total - EPA 200.7
- Molybdenum, Total - EPA 200.7
- Sodium, Total - EPA 200.7
- Nickel, Total - EPA 200.7
- Lead, Total - EPA 200.7
- Antimony, Total - EPA 200.7
- Selenium, Total - EPA 200.7
- Silicon, Total - EPA 200.7
- Tin, Total - EPA 200.7
- Strontium, Total - EPA 200.7
- Titanium, Total - EPA 200.7
- Thallium, Total - EPA 200.7
- Vanadium, Total - EPA 200.7
- Zinc, Total - EPA 200.7
- Surfactants (mg/L) - EPA 425.1
- Fluoride (mg/L) - EPA 300.0
- Nitrogen Ammonia (mg/L) - EPA 350.2
- Nitrogen, Nitrite - EPA 354.1 or EPA 300.0
- Nitrogen, Nitrate - EPA 300.0
- Nitrogen, Kjeldahl, Total- EPA 351.2
- Nitrogen, Total - 4500-n
- Phos - Total Phosphate (mg/L) - EPA 365.2
- Phos - Dissolved (mg/L) - EPA 365.2
- Phosphate - Ortho - EPA 365.2
- Potassium (mg/L) - EPA 200.7

STATE OF ALABAMA)

### 3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK (CONT'D)

The Contractor shall perform and carry out water quality and laboratory testing according to the following parameter and reference methods:

- Fecal Coliform (col/100m1) - SM 9222D
- Lead (mg/L) - EPA 200.9
- Cyanide (mg/L) - EPA 335.2
- Silver (mg/L) - EPA 200.7
- COD (mg/L) - EPA 410.2 or EPA 410.4
- TOC (mg/L) - EPA 415.1
- BOD (mg/L) - SM 5210B or EPA 405.1
- Arsenic (mg/L) - EPA 200.9
- Solids Total Suspended (mg/L) - EPA 160.2
- Solids Total Dissolved (mg/L) - EPA 160.1
- pH (SU) - EPA 150.1
- Pyrene - EPA 625
- 3,4-Benzofluoranthene - EPA 625
- Acenaphthene - EPA 625
- Anthracene - EPA 625

- Benzo(a)anthracene - EPA 625
- Benzo(a)pyrene - EPA 625
- Benzo(g,h,i)perylene - EPA 625
- Benzo(K)fluoranthene - EPA 625
- Dibenzo (a,h) anthracene - EPA 625
- Indeno (1,2,3-cd) pyrene - EPA 625
- Napthalene - EPA 625
- Phenanthrene - EPA 625
- Pyrene - EPA 625

Contractor shall provide Jefferson County Stormwater with the names and contact information of at least four of their employees who will be performing these tests.

- Contractor shall submit all test results within seven (7) days of completion.
- Contractor shall also notify Stormwater (the County) of any non-viable samples within three (3) days of receipt.

4. COMPENSATION:

Per the Contractor's response for RFP 102-15, the fee schedule is represented as Schedule A attached herein. Additional tests conducted by the Contractor not defined in this agreement will be performed at the Contractor's standard rate as agreed upon by both parties.

5. 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 shall not be obligated for same under this contract.

6. NON-DISCRIMINATION POLICY:

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

7. 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.

8. 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 contract 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.

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 shall 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.

10. AMENDMENT OF AGREEMENT:

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

11. ASSIGNMENT:

No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize the Successful Bidder to subcontract (assign) any portion of this contract, the Successful Bidder shall maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Successful Bidder 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, shall result in termination of the contract and/or legal ramifications, due to nonperformance.

12. CANCELLATION:

Failure to deliver as specified and in accordance with the Contractor's Bid Response submitted in response to RFP 102-15, including promised delivery and completion date, shall constitute sufficient grounds for cancellation of the order at the option of the Jefferson County Commission.

13. INSURANCE:

The Contractor shall maintain such insurance as shall protect him and the County from claim 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 shall be written by companies authorized to do business in Jefferson County, Alabama and shall include Jefferson County, Alabama as Added Additional Insured By Endorsement including a thirty (30) day(s) written cancellation notice. Evidence of insurance shall be furnished to the Purchasing agent not later than seven (7) day(s) after Purchase Order/contract date. The Contractor is also required to include the bid number on the evidence of insurance.

Insurance Minimum Coverage:

Contracting party shall file the following insurance coverage and limits of liability with the County's Human Resource Department and Purchasing Department before beginning work with the County.

General Liability:

\$1,000,000 - Bodily injury and property damage combined occurrence

\$1,000,000 - Bodily injury and property damage combined aggregate

\$1,000,000 - Personal injury aggregate

Comprehensive Form including Premises/Operation, Products/Completed Operations, Contractual, Independent contractors, Broad Form property damage and personal injury.

Automobile Liability:

\$1,000,000 - Bodily injury and property damage combined coverage

Any automobile including hired and non-owned vehicles

Workers Compensation and Employers Liability:

\$100,000 - Limit each occurrence

Umbrella Coverage:

\$1,000,000 - Each occurrence

\$1,000,000 - Aggregate

Added Additional Insured By Endorsement:

Jefferson County, Alabama

30 day(s) written cancellation notice

Under Description of Operations|Locations|Vehicles|Exclusions Added by

Endorsement/Special Provisions enter the BIDIRFP Number, Project Number or

Purchase Order Number Covered by The Certificate of Insurance

Evidence of insurance shall be furnished to the Purchasing Agent prior to the issuance of the purchase order

14. DISCLAIMER OF LIABILITY:

The County shall NOT hold harmless or indemnify the Contractor for any liability whatsoever.

15. HOLD HARMLESS AGREEMENT:

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

16. PROTECTION DAMAGE:

The Contractor shall be responsible for any damage to property of the County or others caused by him/her, any employees or sub-contractors, and shall replace and make good such damage. The Contractor shall maintain adequate protection to prevent damage to his/her

property and the property of others, and shall take all necessary precautions for his/her safety and the safety of others. The Contractor shall comply with all safety laws and regulations in effect within the locality.

17. 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.

18. INVOICING:

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

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

In order to ensure prompt payment, ALL ORIGINAL INVOICES\* MUST BE SENT TO:

Jefferson County Commission  
Finance Department  
Room 820 County Courthouse  
716 Richard Arrington Jr. Blvd. North  
Birmingham, AI 35203

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

19. TAX

Jefferson County is exempt from all tax. However, Contractor shall be responsible for payment of all sales, use, lease, ad valorem and any other tax that may be levied or assessed by reason of this transaction.

20. 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 shall be governed by the laws of the State of Alabama. The parties agree that jurisdiction and venue overall disputes arising under this Agreement shall be the Circuit Court of Jefferson County Alabama, Birmingham Division.

21. 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:

\_\_\_\_\_  
Guardian System, Inc. - Authorized Representative for Contractor  
James (Jimmie) A. Stephens, President - Jefferson County Commission

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and World Software Corporation to provide software maintenance for Worldox document management program for FY2014-2015 in the amount of \$1,0714.

THIS MAINTENANCE AGREEMENT ("Agreement") is being entered into between World Software Corporation ("WSC"), having its principal office at 266 Harristown Road, Suite 201, Glen Rock, NJ 07452 and Jefferson County Alabama, County Attorney ("Client"), having its principal office at 716 Richard Arrington Jr Blvd North, Room 280 Courthouse, Birmingham, AL 35203.

WSC owns and has the right to license Worldox<sup>o</sup>, which consists of computer software programs in machine-readable form and related user documentation. Such materials are referred to as the Software." This document is not subject to alteration. Any adjustment renders this agreement null and void.

WSC and the Client INTENDING TO BE LEGALLY BOUND, AGREE AS FOLLOWS:

1. Software Maintenance.

a. WSC shall provide to the Client upgrades and modifications to the Software in the form of fixes and further releases that WSC makes generally available to all end-users. Such upgrades and modifications shall be released at least once each year. WSC reserves the option to require the payment of an additional commercially reasonable fee if substantial additional functions or improved performance is provided.

b. Such upgrades and modifications shall become part of the Software when delivered, shall be maintained in accordance with this Agreement, and shall otherwise be subject to all of the terms of this Agreement.

c. In order to satisfy any delivery obligation hereunder, WSC will, upon customer request, provide download link to any modification, error correction, fix or release to the Software provided pursuant to this Agreement, together with instructions for the Client's installation and implementation thereof.

2. Telephone & Remote Access Support: WSC shall during the hours of 9:00 A.M. to 7:00 P.M. (Eastern U.S. Time zone) on weekdays (exclusive of holidays), make telephone support, and when necessary, remote access support into the Client's system, available to the Client Project Leader and other personnel of the Client who have been trained by or approved by WSC or an approved reseller in the use of the Software. Such support shall include, but shall not be limited to the following:

- Providing Worldox system troubleshooting and incident analysis
- Providing Worldox database/indexer corruption troubleshooting and fix support
- Providing Worldox system administration assistance
- Providing Worldox support assistance required to ensure the system returns to a normal operational state.

The maintenance agreement does not provide Worldox User or Admin Training, Installation, or Upgrade and Conversion services. These services can be purchased separately through a Worldox systems integrator or from WSC at an additional fee.

3. Charges. The Client shall pay WSC an Annual Maintenance Charge as specified in Schedule A hereto, payable annually at the commencement of the Term. After twelve (12) months, the Maintenance Charges may be modified at WSC's discretion. In the event the Maintenance charges are reset at a higher rate, The Client shall have the option to terminate this Agreement upon written notice to WSC within 30 days of receiving invoice.

4. Term. This Agreement shall commence on the date set forth in Schedules to this Agreement. Unless sooner terminated in accordance with this Section, this Agreement shall continue in effect for one (1) year and thereafter shall be renewed automatically each year unless canceled in writing by either party thirty (30) days prior to the end date of the annual Agreement.

5. Ownership.

a. The modifications to the Software, including all intellectual property rights associated therewith, made or provided by WSC pursuant to this Agreement (whether alone or with any contribution from the Client or its personnel) shall be owned exclusively by WSC. To the extent the Client or its personnel may acquire any right or interest therein by operation of law, the Client irrevocably assigns all such right and interest exclusively to WSC.

b. Restrictions. The Client may not sublicense, lease, or rent the Software. The Client may not decompile, disassemble, reverse engineer, copy or create derivative works from the Software.

c. Copyright. The Software is owned by WSC and is protected by United States copyright laws and international treaty provisions. The Client may not copy any part of the Software or the accompanying written materials, except that you may make one copy of the original program, solely for the purpose of backup.

6. Warranty

a. WSC warrants that the Software will perform substantially in accordance with the accompanying written materials specified in the



documentation for a period of sixty (60) days from the date of purchase. WSC further warrants that the Software and modifications furnished are free from defects in materials and workmanship under normal use and service for a period of sixty (60) days from the date of purchase. This Warranty is extended only to the first user of the software.

b. Except for the warranties set forth above, the Software is licensed "as is," and WSC disclaims any and all other warranties, whether expressed or implied, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose.

c. WSC's cumulative liability to the Client or any other party for any loss or damages resulting from any claims, demands, or actions arising out of or relating to this Agreement shall not exceed the maintenance charge paid for the use of the Software. In no event shall WSC be liable for any indirect, incidental, consequential, special, or exemplary damages or loss of profits, even if WSC has been advised of the possibility of such damages.

7. Customer Remedies. WSC's entire liability and the Client's exclusive remedy shall be, at WSC's option, either (a) return of the price paid, or (b) repair or replacement of the Software that does not meet WSC's Warranty and that is returned to WSC with proof of purchase. This Warranty is void if failure of the Software has resulted from accident, abuse, or misapplication. Any replacement Software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

8. Communications. All communications from the Client relating to this Agreement shall be directed to WSC at the address indicated on the first page of this Agreement. No sales person or representative of WSC shall be authorized to act or make any commitment for WSC except pursuant to written instructions made and signed by a duly appointed officer of WSC. Any notice to a party required or permitted hereunder shall be sufficiently given only when provided in writing, and either personally delivered or sent via certified or registered mail to the party's address indicated herein, and such notices shall be effective upon delivery. Each party shall promptly give the other party notice of any address change.

9. State Law. This Agreement shall be governed by the laws of the State of New Jersey.

Should any term of this Agreement be declared void or unenforceable by any court of competent jurisdiction, such declaration shall have no effect on the remaining terms hereof.

By execution hereof, the person signing for each party below certifies that he/she has read this Agreement and that he/she is duly authorized to execute this Agreement on behalf of that party.

WORLD SOFTWARE CORPORATION

JEFFERSON COUNTY ALABAMA

Ray Zwiefelhofer, President

James A. Stephens, President - Jefferson County Commission

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

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Aug-27-2015-781

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and West Group to provide online legal research for a period of thirty-six (36) months, June 30, 2015 - June 29, 2018, in the amount of \$19,489.80 annually.

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

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Aug-27-2015-782

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the personal injury claim by Cynthia Grant-Brown is denied.

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

Aug-27-2015-783

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the personal injury claim by Nikela Brown is denied.

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

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Aug-27-2015-784

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Don E. Jenkins, Jr. is hereby denied.

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

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Aug-27-2015-785

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

Motion was made by Commissioner Knight that the above claim be approved. There was no second to the motion.

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

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Aug-27-2015-786

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the property damage claim by Julia Gregory Rogers has been denied.

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

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Aug-27-2015-787

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the train damage claim of CSX Transportation in the amount of Eleven Thousand Eight Hundred Sixty Six and 47/100 (\$11,866.47) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby authorized and directed to issue a check made payable to CX Transportation in the amount of \$11,866.47 and forward it to the County Attorney for disbursement.

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

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Aug-27-2015-788

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Deanna S. Honey in the amount of Two Thousand Two Hundred Sixty Nine and 09/100 (\$2,269.09) Dollars is hereby approved. Be it further resolved by the Jefferson

County Commission that the Chief Financial Officer is hereby authorized and directed to issue a check made payable to Deanna S. Holley in the amount of \$2,269.09 and forward it to the County Attorney for disbursement.

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

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Aug-27-2015-789

GMS APPLICATION NUMBER 2015-H3546-AL-DJ

WHEREAS, the Jefferson County Sheriff's Office seeks to participate in the Edward Byrne Memorial Justice Assistance Grant in the amount of \$74,178.00; and

WHEREAS, no matching or additional funds are required; and

WHEREAS, participation in this grant includes entering into a Memorandum of Understanding with the City of Birmingham Police Department.

BE IT THEREFORE RESOLVED that the Jefferson County Commission approves application by the Sheriff's Office for these federal grant funds

BE IT FURTHER RESOLVED that the President is authorized to sign the Memorandum of Understanding representing mutual agreement between the Sheriff's Office and Birmingham Police Department as to dispersal and administration of these funds.

GMS APPLICATION NUMBER 2015-H3546-AL-DJ

INTERLOCAL AGREEMENT BETWEEN THE CITY OF BIRMINGHAM, ALABAMA  
AND JEFFERSON COUNTY, ALABAMA

FOR ADMINISTRATION OF 2015 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This INTERLOCAL AGREEMENT is made and entered into effective as of , 2015, by and between the JEFFERSON COUNTY, Alabama acting by and through its governing body, the County Commission (hereinafter referred to as "COUNTY"), and the CITY OF BIRMINGHAM, Alabama, acting by and through its governing body, the City Council (hereinafter referred to as "CITY").

WHEREAS, Act No. 1968-916, Acts of Alabama (the "Act") authorizes the COUNTY and municipalities and public corporations therein to make the most efficient use of their respective powers by cooperating with each other on matters of common advantage to provide services and facilities in a manner that promotes the needs and development of Jefferson County in accord with area geographic, economic, population, and other considerations; and

WHEREAS, the Act authorizes the CITY and COUNTY to enter agreements like this that contemplate joint or cooperative action; and

WHEREAS, the U.S. Department of Justice Bureau of Justice Assistance ("Bureau") has awarded a total of \$311,230.00 to the CITY AND COUNTY through the Byrne Justice Assistance Grant Program for 2015 ("2015 Grant"); and

WHEREAS, the City's share of the 2015 Grant is \$237,052.00, and \$74,178.00 of it is allocable to the County for use by the Jefferson County Sheriff's Office; and

WHEREAS, pursuant to its guidelines, the proceeds of the 2015 Grant are to be allocated between the CITY and the COUNTY and are to be used in the manner set forth in this Agreement; and

WHEREAS, the Bureau requires that the 2015 Grant to the CITY and COUNTY be administered by one entity; and

WHEREAS, the parties desire that the CITY administer the 2015 Grant program, including distributing of the funds; monitoring the award; submitting reports including performance measure and program assessment data; and providing ongoing assistance; and

WHEREAS, it is in the best interests of the public and the parties to enter into this Interlocal Agreement.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section I - Administration

The Police Chief for the CITY has selected Barbara Harris, as the CITY's administrator for the 2015 Justice Assistance Grant (hereafter the "Grant Administrator"). The CITY and the COUNTY agree that the Grant Administrator (or such other person as may be designated by the CITY's Police Chief) will serve as administrator to perform the following services related to the 2015 Grant.

1. The Grant Administrator will coordinate with the COUNTY to collect information, prepare, and submit materials to the Bureau for an area-wide application; and
2. The Grant Administrator will monitor the progress of the application, and assist the County to respond to any requests for additional information or inquiries by the Bureau concerning the application; and

3. The CITY and COUNTY agree that the CITY, functioning through the Grant Administrator, will (b) receive, maintain, and serve as the fiscal manager of those funds; (b) distribute those funds as allocated in Section 3 below; and (c) coordinate with the COUNTY to collect appropriate information, prepare, and submit reports to the Bureau (including the Quarterly Progress Report described in Section 2) concerning performance of program activities, program assessment data and compliance with guidelines for use of the Grant funds.

#### Section 2 - Representations and Responsibilities of Parties

The CITY and COUNTY agree, warrant and represent as follows with respect to the 2015 Grant:

1. Upon reasonable request of the Grant Administrator, the COUNTY will furnish her sufficient information, reports and data as necessary to apply, monitor, prepare reports for the Bureau or otherwise administer that Grant;

2. The COUNTY will comply with all guidelines issued by the Bureau concerning its use (including, without limitation, using their respective allocations for the purposes specified herein);

3. If the Bureau requests an audit or financial examination concerning the use of funds, the COUNTY, upon reasonable notice, will furnish the Grant Administrator all its accounting records or other information indicating the timing, amount, purpose, and nature of the disbursement of funds;

4. To comply with Program Guidelines, the COUNTY must submit quarterly reports on the progress and impact of the 2015 Grant concerning the respective project(s) for which funds are used (herein the "Quarterly Progress Report"). To provide ample time for the Grant Administrator to prepare a consolidated report the COUNTY agrees that, within 10 days before the end of each calendar quarter, it will furnish the Grant Administrator its entity's Quarterly Report concerning the projects for which grant funds are used. The Quarterly Progress Report will contain the following information as it relates to a Party's respective project(s) and activities:

a. The total amount of funds received;

b. The amount of funds expended or obligated to projects or activities; and

c. A detailed list of all projects and activities for funds were expended or obligated, including the following:

i. the name of the project or activity;

ii. a description of the project or activity;

iii. an evaluation of the completion status of the project or activity;

iv. annual programmatic reports and quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT), and Federal Funding Accountability and Transparency Act (FFATA) reports through the FFATA Sub-award Reporting System (FSRS) as necessary;

v. for infrastructure investment made by state and local governments, the purpose, total cost, and rationale of the agency for funding the infrastructure investment with funds made available under this Act, and name of the person to contact at the agency if there are concerns with the infrastructure investment; and

vi. If any sub-contracts or sub-grants awarded by the recipient, include detailed information and data elements required to comply with the Funding and Accountability and Transparency Act of 2006 (Public Law 109-282), to report award information on any first-tier sub-award totaling \$25,000 or more, and, in certain cases, to report

5. Each representative executing below acknowledges that (a) he and other appropriate signatory officials have read and understand its provisions, and (b) he is authorized to execute this instrument and bind his respective entity to perform the responsibilities and duties herein.

Each Party acknowledges that its failure to perform its obligations in this Section 2 or elsewhere in this Agreement could result in the Bureau directing that recipients of the 2015 Grant forfeit the award of funds otherwise payable.

#### Section 3 - Allocations of Grant and Uses of Award

If the 2015 Grant is awarded, the CITY and the COUNTY agree that the funds shall be allocated and used as follows:

The CITY will retain \$237,052.00 of the total award and, until September 30, 2016, use those funds for its Law Enforcement Program; and

The CITY will distribute \$74,178.00 of the total award to the COUNTY, which represents and agrees that it will use those funds for the Jefferson County Sheriff's Office Law Enforcement Program.

#### Section 4 - Relationship of Parties

This is an agreement between independent parties. No provision herein is intended to create any partnership, joint venture or principal-agent relationship between the parties, or grant either party any right, liability, control or authority over the operations, finances, or affairs of the other party.

#### Section 5 - No Third Party Beneficiaries

The rights and benefits in this Agreement are granted and extend only to the parties. No provision herein is intended, nor shall any be construed, to inure, grant, or bestow any benefit, right or privilege to the third party.

#### Section 6 - Offset for Overdue Fees, Taxes, Etc.

Pursuant to Executive Order of the Mayor of Birmingham No. 76-09 (effective as of August 21, 2009), the parties acknowledge and agree that the City has the right to deduct from the total amount of consideration to be paid, if any, to the parties under this Agreement all unpaid, delinquent, or overdue license fees, taxes, fines, penalties and other amounts due the City from the parties.

Section 7 - Participation of Historically Underutilized Business Enterprises

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

Section 8 - Immigration Act Compliance

(a) The parties represent and warrant that they do not knowingly employ, hire for employment, or continue to employ, in Alabama, an "unauthorized alien," as defined by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, §31-13-1, et seq., Code of Alabama 1975, as amended (the "Act").

(b) The parties represent and warrant that they will enroll in the E-Verify program prior to performing any work on the project in Alabama and shall provide documentation establishing that the parties are enrolled in the E-Verify program. During the performance of this Agreement, the parties shall participate in the E-Verify program as required under the terms of the Act and shall verify every employee in Alabama that is required to be verified according to the applicable federal rules and regulations.

(c) The parties agree to comply with all applicable provisions of the Act with respect to their subcontractors by entering into an agreement with or by obtaining an affidavit from such subcontractors providing work for the parties on the Project in Alabama, that such subcontractors are in compliance with the Act with respect to their participation in the E-verify program. Licensee represents and warrants that the parties shall not hire, retain or contract with any subcontractor to work on the Event in Alabama which the parties know is not in compliance with the Act.

(d) By signing this Agreement, 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.

Section 9 - Entire Agreement

This Agreement sets forth the entire understanding of the parties concerning the matters set forth herein. By entering into this agreement, the parties do not intend to create any other obligations, express or implied.

CITY OF BIRMINGHAM, ALABAMA

The Hon. William A. Bell, Mayor

JEFFERSON COUNTY, ALABAMA

The Hon. James A. Stephens, President, Jefferson County Commission

ATTEST:

Approved as to Form:

Asst. City Att.

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

Aug-27-2015-790

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and City of Fairfield to provide election services for the City's municipal election to be held on September 22, 2015, in the amount of \$688 - revenue.

CONTRACT FOR ELECTION SERVICES

This Agreement is entered into this 7<sup>th</sup> day of August, 2015 by and between Jefferson County, Alabama, political subdivision of the state of Alabama (hereinafter called "the County"), and the city of Fairfield, Alabama, a municipal corporation, (hereinafter called "the City").

WHEREAS, the City's Municipal Election will occur on September 22, 2015 and, if required, a run off election will occur on N/A; and

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

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

follows:

For the election on September 22, 2015. The City shall pay to the County, in advance of the provision of any service or equipment, and before the voting machines are to be delivered, the following unit pricing rates for each service or equipment as follows:

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

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

| Election - Requested Equipment           |  |             |
|--|--|-------------|
| a.                                       | ePollbook Laptops (\$100.00 each) 6 Laptops @ 100.00 each =  | \$ 600.00   |
| b.                                       | Voter List for posting/publishing (\$11.00 per thousand names rounded up = 88.00 cost per list)<br>Multiplied by 1 quantity of lists) requested =    | \$ 88.00    |
| c.                                       | Voter List on Compact Disc (\$11.00 per thousand names rounded up = .00 cost per disc)<br>Multiplied by .00 quantity of disc(s) requested + \$45.00= | \$          |
| Election Equipment or Service Total Cost |  | \$ \$688.00 |

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

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

RUN OFF ELECTION ON N/A . In the event of a run off election, the County will provide the requested equipment and services under the terms and conditions set forth, herein, provided the County receives full payment for such equipment and services before the voting machines are to be delivered. Actual cost will be determined by the quantities of equipment or services requested using the specified unit pricing. Pricing will be provided in the form of an invoice for payment and will be attached as a supplement ("Attachment A"), to this agreement. The City hereby agrees to accept liability and responsibility for all equipment and materials provided to the City hereby, upon delivery by the County; and City agrees to indemnify and reimburse the County for any loss or damage to the equipment and materials, including County's voting machines, computers or equipment, which occurs following delivery by the County and until pickup by the County following each election.

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

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

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President - Jefferson County Commission

CITY OF FAIRFIELD , ALABAMA,

Kenneth Coachman, Mayor

ATTEST:

\_\_\_\_\_, Principal Accountant

Approved as to form by the Legal Dept.

\_\_\_\_\_, City Attorney

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

Aug-27-2015-791

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the liquor application submitted by Grille 29 Birmingham LLC, applicant; David George Manuchia, Member, Barry D. Abes, General Manager; d/b/a Grille 29 located at 971 Brookwood Village, Birmingham, AL 35209 for a (020) Restaurant Retail Liquor (On-Premise) license, be and hereby is approved.

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

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Aug-27-2015-792

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the agreement between Jefferson County, Alabama and American Cadastre, LLC approved at M. B. 163, PG(s), 518-524, on September 11, 2012, in accordance with the terms of the agreement, is hereby terminated for convenience of the County effective thirty (30) days following the adoption of this resolution.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Probate Judge, Alan King shall immediately notify American Cadastre, LLC of this action.

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

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Aug-27-2015-793

WHEREAS, the Jefferson County Commission supports economic and business development in Jefferson County; and

WHEREAS, Publix Super Markets, Inc. ("Publix"), is considering Jefferson County for expansion and development of a distribution center and plans to make an investment of \$34,320,000 in capital investment in land, buildings, new construction/renovations and equipment at the Jefferson Metropolitan Park; and

WHEREAS, Publix is expected to create 200 new full-time jobs within three years of the opening of the distribution center with a projected annual payroll of \$8,000,000.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that contingent on (1) an assessment and evaluation required by the County's Fiscal Policy; (2) publication in the Birmingham News at least seven (7) days prior to a regularly scheduled Commission Meeting required by Amendment 772 of the Alabama Constitution; (3) approval by the full Commission at least seven (7) days following said publication; and (4) the execution of a mutually agreed upon Project Agreement between the Jefferson County Commission and Publix, the Jefferson County Commission intends to commit to Publix the sum of \$40,000 annually for a period of 10 years contingent upon Publix meeting expected employment goals as mutually agreed.

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

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JEFFERSON COUNTY COMMISSION  
Finance Department  
Unusual Demands  
8/27/2015

| Profit Center | Vendor # | Name                   | Text  | Business Area              | Amount | Doc No     |
|---------------|----------|------------------------|---|----------------------------|--------|------------|
| DISTRICT 1    | 1000193  | JEFFERSON CO TREASURER | OVERNIGHT POSTAGE TO PITNEY BOWES.                | GEN SVCS: ADMINISTRATION   | 19.99  | 1900091724 |
| DISTRICT 1    | 1000193  | JEFFERSON CO TREASURER | SUPPLIES USED FOR GROUNDS CREW AT GSOC.           | GEN SVCS: ADMINISTRATION   | 262.14 | 1900091725 |
| DISTRICT 1    | 1000193  | JEFFERSON CO TREASURER | PURCHASED A RELAY FOR CJC AND CD OF PICS FOR BHCH | GEN SVCS: ADMINISTRATION   | 109.51 | 1900091657 |
| DISTRICT 1    | 1000193  | JEFFERSON CO TREASURER | STAINLESS STEEL SCREWS FOR COOLER AT BESS JAIL.   | GEN SVCS: ADMINISTRATION   | 15.35  | 1900091659 |
| *DISTRICT 1   |          |                        |   |                            | 406.99 |            |
| DISTRICT 2    | 1000193  | JEFFERSON CO TREASURER | STAFF TRAINING MEALS/SUPPLIES FOR RESIDENTS       | YOUTH DETENTION: SUPP SVCS | 241.55 | 1900091859 |
| DISTRICT 2    | 1000193  | JEFFERSON CO TREASURER | RUBBER STAMPS, PARKING/TRAVEL                     | FC CLERKS OFFICE           | 299.42 | 1900091663 |
| DISTRICT 2    | 1000193  | JEFFERSON CO TREASURER | FOOD/SUPPLIES FOR RESIDENTS                       | YOUTH DETENTION: SUPP SVCS | 263.92 | 1900091717 |
| DISTRICT 2    | 1028273  | SANDRA LITTLE BROWN    | TRAVEL REFUND                                     | COMMISSION, DISTRICT 2     | 113.75 | 1900091946 |
| DISTRICT 2    | 1032407  | KAITLIN GILES          | REIMBURSE TO EMPLOYEE FOR TRAVEL 042315           | HUMAN RESOURCES ADMIN      | 192.51 | 1900091896 |

|                 |         |                        |   |                               |           |            |
|-----------------|---------|------------------------|---|-------------------------------|-----------|------------|
| *DISTRICT 2     |         |                        |   |                               |           | 1,111.15   |
| DISTRICT 3      | 1000193 | JEFFERSON CO TREASURER | PLUMBING FITTINGS;DRIP PAN;PARTS;                 | ES: VILLAGE ELECTRICAL SHOP   | 380.23    | 1900091863 |
| DISTRICT 3      | 1000193 | JEFFERSON CO TREASURER | MEETING SUPPLIES;MEMBERSHIP;CABLE;SCREWS;NUTS;    | ES: INSTRUMENT SHOP           | 334.52    | 1900091726 |
| DISTRICT 3      | 1000193 | JEFFERSON CO TREASURER | CHECKERS BRAND CABLE PROTECTORS;                  | ES: INSTRUMENT SHOP           | 283.41    | 1900091728 |
| DISTRICT 3      | 1000193 | JEFFERSON CO TREASURER | SKIMMER & POLE                                    | ES: VILLAGE CREEK WWTP        | 29.99     | 1900091729 |
| DISTRICT 3      | 1000193 | JEFFERSON CO TREASURER | SPLICE KIT FOR U.V. WIRING                        | ES: LEEDS WWTP                | 22.68     | 1900091721 |
| DISTRICT 3      | 1000193 | JEFFERSON CO TREASURER | BEARING FOR CLARIFIER                             | ES: LEEDS WWTP                | 234.89    | 1900091743 |
| DISTRICT 3      | 1000193 | JEFFERSON CO TREASURER | BEAR PULLER,CLAMP,SAWSALL,BATTERY CHRGR,FITTI     | ES: TV INSPECTION & GROUTING  | 346.36    | 1900091745 |
| DISTRICT 3      | 1000193 | JEFFERSON CO TREASURER | DREMEL FOR U.V. REPAIR                            | ES: LEEDS WWTP                | 79.00     | 1900091765 |
| DISTRICT 3      | 1000193 | JEFFERSON CO TREASURER | PVC COUPLING FOR WATER LINE                       | ES: LEEDS WWTP                | 16.38     | 1900091796 |
| DISTRICT 3      | 1000193 | JEFFERSON CO TREASURER | HERBICIDE & SPRAY HOSE, GASKETS, RCK GRINDER MOTO | R&T: HIGHWAY ENG & CONSTR     | 157.79    | 1900091730 |
| DISTRICT 3      | 1000193 | JEFFERSON CO TREASURER | CDL LICENSE RENEWAL FOR DUMP TRUCK DRIVER         | ES: LEEDS WWTP                | 20.25     | 1900091801 |
| DISTRICT 3      | 1000193 | JEFFERSON CO TREASURER | KEYS, LOCKS, CALCULATOR - CAMP BESSEMER           | R&T: HIGHWAY MAINT-BESSEMER   | 63.74     | 1900091740 |
| DISTRICT 3      | 1000193 | JEFFERSON CO TREASURER | REFRESHMENTS FOR QUARTERLY SUPERVISORS MEETING    | ES: SANITATION ADMINISTRATION | 597.02    | 1900091795 |
| DISTRICT 3      | 1000193 | JEFFERSON CO TREASURER | BATTERIES;FREON;FLOAT VALVE;ADHESIVE;ADAPTER;     | ES: PACKAGE WWTP & PUMP STA   | 160.75    | 1900091862 |
| DISTRICT 3      | 1000193 | JEFFERSON CO TREASURER | FREON;COIL;CAP;SWITCH;PROBE;                      | ES: VILLAGE ELECTRICAL SHOP   | 465.80    | 1900091660 |
| DISTRICT 3      | 1000193 | JEFFERSON CO TREASURER | DUST MOPS   | ES: VILLAGE CREEK WWTP        | 93.57     | 1900091718 |
| DISTRICT 3      | 1000193 | JEFFERSON CO TREASURER | RECIP SAW;FOIL;CONTRACTOR;                        | ES: PACKAGE WWTP & PUMP STA   | 312.31    | 1900091661 |
| DISTRICT 3      | 1000193 | JEFFERSON CO TREASURER | SHIPPING CHARGES, SILICONE, NOTEBOOKS, KEYPAD     | ES: TV INSPECTION & GROUTING  | 180.02    | 1900091662 |
| DISTRICT 3      | 1000193 | JEFFERSON CO TREASURER | GAPS TOOLS;SOCKETS;MEMBERSHIP;                    | ES: FIVE MILE CREEK WWTP      | 247.78    | 1900091688 |
| DISTRICT 3      | 1000193 | JEFFERSON CO TREASURER | GATORADE  | ES: VILLAGE CREEK WWTP        | 110.40    | 1900091666 |
| DISTRICT 3      | 1000193 | JEFFERSON CO TREASURER | PVC 45S FOR WATER LINE                            | ES: LEEDS WWTP                | 123.96    | 1900091723 |
| DISTRICT 3      | 1001216 | ANNE-MARIE ADAMS/CLK   | COURT FEES-JEFFCO V. KENNETH POWELL, SM 2012-0805 | COUNTY ATTORNEY               | 10.00     | 1900091694 |
| DISTRICT 3      | 1002240 | GONZALEZWEBBSTRENGTH   | DOC PRODUCTION-JEFFCO V. DEAN, ET AL.             | COUNTY ATTORNEY               | 178.46    | 1900091742 |
| DISTRICT 3      | 1004733 | FREEDOM REPORTING INC  | DEPO CHARLES PRITCHETT, JEFFCO V. DEAN            | COUNTY ATTORNEY               | 282.60    | 1900091695 |
| DISTRICT 3      | 1004733 | FREEDOM REPORTING INC  | DEPOS MOZELLE DEAN/HAROLD SHADE, JEFFCO V. DEAN   | COUNTY ATTORNEY               | 1,233.45  | 1900091696 |
| DISTRICT 3      | 1026179 | SOURCE ONE LEGAL COPY  | JEFFCO V. WISE - BESSEMER SURVEYS                 | COUNTY ATTORNEY               | 84.00     | 1900091780 |
| *DISTRICT 3     |         |                        |   |                               | 6,049.36  |            |
| DISTRICT 4      | 1000193 | JEFFERSON CO TREASURER | EMA - POSTAGE/FOOD/OFFICE SUPPLIES/OIL CHANGE     | EMERGENCY MGT AGENCY          | 543.11    | 1900091714 |
| DISTRICT 2      | 1033265 | ANGELA HARRIS          | TRAVEL (NON-EMPLOYEE) CONFERENCE                  | FC ADMIN SERVICES             | 1,590.37  | 1900091741 |
| *DISTRICT 4     |         |                        |   |                               | 2,133.48  |            |
| DISTRICT 5      | 1000193 | JEFFERSON CO TREASURER | ADOBE EXPORT PDF                                  | INFO TECH: SYS DEV & ADMIN    | 23.88     | 1900091461 |
| DISTRICT 5      | 1001884 | THE BOND BUYER         | BOND BUYER RENEWAL FOR MR. TABLACK ACCT#60692796  | FINANCE ADMINISTRATION        | 1,967.62  | 1900091700 |
| DISTRICT 5      | 1004733 | FREEDOM REPORTING INC  | INVOICES 211072, LOWES COURT CASE                 | BD OF EQUAL - BHAM STATE      | 301.30    | 1900091454 |
| DISTRICT 5      | 1004733 | FREEDOM REPORTING INC  | DAVID LENHOFF - LOWES 2/3                         | BD OF EQUAL - BHAM STATE      | 405.00    | 1900091731 |
| DISTRICT 5      | 1004733 | FREEDOM REPORTING INC  | 3 OF 3 FREEDOM RICH - LOWE'S                      | BD OF EQUAL - BHAM STATE      | 758.95    | 1900091733 |
| *DISTRICT 5     |         |                        |   |                               | 3,456.75  |            |
| NO PROFIT CNTR  | 1031958 | DEBRA GREEN            | TRAVEL: REFUND DUE EMPLOYEE- DEBRA GREENE         | SENIOR CITIZEN SERVICES       | 54.16     | 1900091656 |
| *NO PROFIT CNTR |         |                        |   |                               | 54.16     |            |
| **              |         |                        |   |                               | 13,211.89 |            |

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

Aug-27-2015-794

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, THAT THE PURCHASING 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 8/4/15 - 8/10/15

- GENERAL SERVICES FROM PRECISION BOILERS, MORRISTOWN, TN, TO AWARD BID FOR ELECTRONIC HOT WATER BOILER TO BE PURCHASED AS NEEDED BY USER DEPARTMENT FOR THE PERIOD OF 8/27/15 – 8/26/16.  
REFERENCE BID # 91-15Rr
- ROADS AND TRANSPORTATION FROM CLOVERLEAF CORPORATION, RUSKIN, FL, TO AWARD BID FOR FABRICATED PRE-FORMED TRAFFIC CHANNELIZING CURB & BOLLARD SYSTEM TO BE ORDERED BY USER DEPARTMENT ON AS NEEDED BASIS FOR THE PERIOD OF 8/27/15 – 8/26/16. DISCOUNT FOR 2ND YEAR: 1.2% & 3RD YEAR: 1.4% REFERENCE BID # 110-15
- JEFFERSON COUNTY DEPARTMENTS AND PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM BERNEY OFFICE SOLUTIONS, BIRMINGHAM, AL, TO AWARD BID FOR PRINT SERVICES TO BE ORDERED AS NEEDED BASIS BY USER DEPARTMENT FOR THE PERIOD OF 10/01/01/15 – 9/30/16. REFERENCE BID # 120-15
- ACKNOWLEDGMENT FOR THE SHERIFF'S DEPARTMENT FROM MCCAULEY TIMMONS AGENCY, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR FIDELITY BOND.  
SAP PURCHASE ORDER # 2000082285 CHANGE ORDER \$ 1,180.00 PURCHASE ORDER \$16,180.00 TOTAL
- ACKNOWLEDGMENT FOR THE SHERIFF'S DEPARTMENT FROM ALABAMA CRIMINAL JUSTICE INFORMATION CENTER (ACJIC), MONTGOMERY, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR THE ACJIC DATABASE ACCESS. SAP PURCHASE ORDER # 2000082319 CHANGE ORDER \$18,960.00  
REFERENCE BID # 170-13 PURCHASE ORDER \$78,960.00 TOTAL
- COOPER GREEN MERCY HEALTH SERVICES FROM KONE INCORPORATED, MOLINE, IL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO FINISH OUT THE FISCAL YEAR FOR ELEVATOR SERVICE.  
SAP PURCHASE ORDER # 2000082890 CHANGE ORDER \$50,000.00 REFERENCE BID # 170-13  
PURCHASE ORDER \$86,000.00 TOTAL



7. TAX COLLECTORS FROM BERNEY OFFICE SOLUTIONS, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR PRINTER MAINTENANCE. SAP PURCHASE ORDER # 2000083222  
CHANGE ORDER \$247.00 PURCHASE ORDER \$6,237.00 TOTAL
8. COMMUNITY AND ECONOMIC DEVELOPMENT FROM ADVANCE ALABAMA MEDIA LLC D/B/A ALABAMA MEDIA GROUP, DETROIT, MI, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR ADVERTISING SERVICES. SAP PURCHASE ORDER # 2000083476 CHANGE ORDER \$ 5,000.00  
PURCHASE ORDER \$25,000.00 TOTAL
9. COMMUNITY AND ECONOMIC DEVELOPMENT FROM THE BIRMINGHAM TIMES, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR ADVERTISING SERVICES.  
SAP PURCHASE ORDER # 2000083477 CHANGE ORDER \$15,000.00 PURCHASE ORDER \$24,500.00 TOTAL
10. COOPER GREEN MERCY HEALTH SERVICES FROM LANGUAGE LINE LLC, DALLAS, TX, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR LANGUAGE INTERPRETATION SERVICES: CGMHS CLIENTS DURING OUTPATIENT / CLINIC/ URGENT CARE HOUSE OF OPERATION. SAP PURCHASE ORDER # 2000086867  
CHANGE ORDER \$2,500.00 PURCHASE ORDER \$5,000.00 TOTAL  
FOR WEEK OF 8/11/15 - 8/20/15
1. COUNTY CORONER/MEDICAL EXAMINER FROM STEELE CITY MORTUARY, SUMITON, AL, TO AWARD BID FOR CORPSE TRANSPORT/DEAD BODY PICKUP AS NEEDED FOR THE PERIOD OF 11/01/15 – 9/30/16.  
REFERENCE BID # 124-15
2. ROADS AND TRANSPORTATION AND PURCHASING ASSOCIATION OF CENTRAL ALABAMA TEMPLE INCORPORATED, DECATUR, AL, TO RENEW BID FOR TRAFFIC SIGNALS & RELATED ITEMS TO BE ORDERED AS NEEDED BY USER DEPARTMENT FOR THE PERIOD OF 8/15/15 – 8/14/16. 3RD YEAR RENEWAL.  
REFERENCE BID # 112-13
3. GENERAL SERVICES (BULK STORES) FROM BATTERIES PLUS, TRUSSVILLE, AL, TO RENEW BID FOR SMALL DRY CELL BATTERIES TO BE ORDERED AS NEEDED BY USER DEPARTMENT FOR THE PERIOD OF 10/01/15 – 9/30/16. 2ND YEAR RENEWAL. REFERENCE BID # 150-14
4. ROADS & TRANSPORTATION (ALL) FROM SUNSHINE SUPPLIES INCORPORATED, BIRMINGHAM, AL, TO RENEW BID FOR THE PURCHASE OF SILT FENCE AND ACCESSORIES TO BE ORDERED AS NEEDED BY USER DEPARTMENT FOR THE PERIOD OF 10/01/15 – 9/30/16. 2ND YEAR RENEWAL. REFERENCE BID # 166-14
5. GENERAL SERVICES DEPARTMENT FOR GORRIE REGAN & ASSOCIATES, BIRMINGHAM, AL, TO AWARD PURCHASE ORDER TO PROVIDE MATERIALS AND SERVICES FOR FLAT LOT PROJECT UPGRADE.  
SAP PURCHASE ORDER # 2000088392 \$141,241.95 TOTAL
6. ENVIRONMENTAL SERVICES: ADMINISTRATION FROM JOHNSON CONTROLS INCORPORATED, HOOVER, AL, TO PURCHASE INTERCOM STATION – CODE BLUE SINGLE BUTTON SURFACE MOUNTED.  
SAP PURCHASE ORDER # 2000088240 \$5,470.00 TOTAL
7. COOPER GREEN MERCY HEALTH SERVICES FROM CARDINAL HEALTH, STONE MOUNTAIN, GA, TO PAY INVOICE # 7043774813. SAP PURCHASE ORDER # 7000009207 \$5,374.05 TOTAL
8. ECONOMIC DEVELOPMENT – WORKFORCE INVESTMENT FROM ALABAMA DEPARTMENT OF LABOR FORMERLY DEPARTMENT OF INDUSTRIAL RELATIONS, MONTGOMERY, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR PROPERTY - WIA, LOCATED: 3420 3RD AVE SOUTH, BIRMINGHAM, AL 35222.  
SAP PURCHASE ORDER # 2000082138 CHANGE ORDER \$ 4,500.00 PURCHASE ORDER \$44,500.00 TOTAL
9. ECONOMIC DEVELOPMENT – WORKFORCE INVESTMENT FROM CCA FINANCIAL LLC, RICHMOND, VA, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR LEASE OF DIGITAL COPIER XEROX COLOR CUBE 9201.  
SAP PURCHASE ORDER # 2000084879 CHANGE ORDER \$2,050.44 REFERENCE BID # 96-10  
PURCHASE ORDER \$6,438.84 TOTAL

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

Aug-27-2015-795

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE EXCEPTION REPORT FILED BY THE PURCHASING DIVISION FOR THE WEEK OF 8/4/15 - 8/10/15 and 8/11/15 - 8/20/15, BE AND HEREBY IS APPROVED.

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

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Aug-27-2015-796

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE ENCUMBRANCE REPORT FILED BY THE PURCHASING DIVISION FOR THE WEEK OF 8/4/15 - 8/10/15 and 8/11/15 - 8/20/15, BE AND HEREBY IS APPROVED.

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

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STAFF DEVELOPMENT

Multiple Staff Development

Commission - District 5

|  |            |
|--|------------|
| David Carrington   | \$699.68   |
| Othell Phillips  | \$1,024.68 |
| Intensive Economic Development Training Course<br>Auburn, AL – September 13-17, 2015 |            |

Cooper Green Mercy Health Services

|   |            |
|---|------------|
| Johnita Dobbs   | \$819.36   |
| Marc Sussman  | \$1,094.16 |
| Learning Management System Health Stream<br>Nashville, TN – September 14-17, 2015 |            |

Family Court

|   |            |
|---|------------|
| Damian Hillary  | \$494.54   |
| Kristin Schlenker   | \$494.54   |
| Larry Hooks   | \$494.54   |
| Kim McAdory   | \$494.54   |
| Tiffany Roper   | \$494.54   |
| Marsha Carter   | \$494.54   |
| Raquel Lynch  | \$494.54   |
| Beth Caldwell   | \$413.98   |
| Carrie Hill   | \$494.54   |
| Tiffany Large   | \$494.54   |
| Steven Vance  | \$494.54   |
| Cherie Foster   | \$494.54   |
| Rebecca Snoddy  | \$494.54   |
| Monique Campbell  | \$494.54   |
| Beverly Alldredge   | \$1,619.54 |
| AOC Annual JPO Conference<br>Orange Beach, AL – September 23-25, 2015 |            |

|   |          |
|---|----------|
| Lakitia Wright  | \$438.64 |
| Christine Williams  | \$438.64 |
| Bridget May   | \$358.38 |
| Rachel Thomas   | \$498.38 |
| AOC Court Specialist Conference<br>Orange Beach, AL – September 16-18, 2015 |          |

|   |          |
|---|----------|
| Devella Malone  | \$770.70 |
| Adreinne Merritt  | \$648.70 |
| Vanessa Jones   | \$648.70 |
| JDAI Inter Site Conference<br>Phoenix, AZ – September 28-30, 2015 |          |

Roads and Transportation

|  |             |            |
|--|-------------|------------|
| Paul Turner                                      |             | \$415.00   |
| James Henderson                                  |             | \$415.00   |
| Property Asset Management Leasing                |             |            |
| Birmingham, AL – August 25-26, 2015              |             |            |
| Denise Shelton                                   |             | \$415.00   |
| Paul Turner                                      |             | \$415.00   |
| ROW Agent Development Program                    |             |            |
| Birmingham, AL – September 16-17, 2015           |             |            |
| Individual Staff Development                     |             |            |
| Community and Economic Development               |             |            |
| Pamela Mapp                                      |             | \$2,219.63 |
| SETA Training                                    |             |            |
| Savannah, GA – September 12-16, 2015             |             |            |
| Revenue  |             |            |
| Bruce Thompson                                   |             | \$2,962.75 |
| Tax Audit  |             |            |
| Minneapolis, MN – October 17-25, 2015            |             |            |
| Charles Bell                                     |             | \$4,001.79 |
| Tax Audit  |             |            |
| Wichita, KS & Dallas, TX – September 12-26, 2015 |             |            |
| Bruce Thompson                                   |             | \$150.00   |
| ALTIST Continuing Education                      |             |            |
| Hoover, AL – September 11, 2015                  |             |            |
| Roads and Transportation                         |             |            |
| Alan Dodd  |             | \$1,081.40 |
| Embracing the Future                             |             |            |
| Montgomery, AL – October 13-16, 2015             |             |            |
| James Henderson                                  |             | \$165.00   |
| Standards of Practice ROW Professional           |             |            |
| Birmingham, AL – Online                          |             |            |
| James Henderson                                  |             | \$265.00   |
| Real Property Asset Management                   |             |            |
| Birmingham, AL – August 27, 2015                 |             |            |
| Tax Assessor - Birmingham                        |             |            |
| Emory Wheatley                                   | State funds | \$275.00   |
| Basic Mapping Course                             |             |            |
| Hoover, AL – September 23-25, 2015               |             |            |
| For Information Only                             |             |            |
| Emergency Management Agency                      |             |            |
| Horace Walker                                    |             | \$639.86   |
| Emergency Management Accreditation Program       |             |            |
| Emmitsburg, MD – September 8-12, 2015            |             |            |
| Personnel Board                                  |             |            |
| Terria McDonald                                  |             | \$250.00   |
| Career Fair                                      |             |            |
| Birmingham, AL – September 22, 2015              |             |            |
| Sheriff's Office                                 |             |            |
| Ronald Lay                                       |             | \$253.00   |
| Covington County Jail Management                 |             |            |
| Andalusia, AL – August 2-7, 2015                 |             |            |
| Rudolfo Aguilar                                  |             | \$1,023.38 |
| Managing Risk with Objective Jail Classification |             |            |
| Lynchburg, VA – September 13-17, 2015            |             |            |
| Kenneth Bailey                                   |             | \$295.00   |
| Officer Involved Shootings                       |             |            |
| Birmingham, AL – September 9-11, 2015            |             |            |

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

BUDGET TRANSACTIONS

Probate Court \$11,000

Shift funds and add purchasing memorandum to purchase two copiers.

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

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Aug-27-2015-797

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 1 to the Agreement between Jefferson County, Alabama and Ambit Solutions, LLC to provide support services and programming for the Asterisk phone server for the period August 1, 2015 - July 31, 2016 in the amount of \$17,000.

CON-00006574

Bid No. 136-14

AMENDMENT TO CONTRACT NO. 1

THIS AMENDMENT to the contract entered into this 7<sup>th</sup> day of July, by and between Jefferson County, Alabama, hereinafter called "the County", and Ambit Solutions, LLC located at 3585 Lorna Ridge Drive, Suite 103, Birmingham, AL 35216 hereinafter called "the Contractor".

WITNESSETH:

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

WHEREAS, the Contractor wishes to amend the Contract.

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

The Contract amendment results from Jefferson County's Contract ID: CON-00006574. The original between the parties referenced above, which was approved by the Jefferson County Commission on the 29<sup>th</sup> day of October 2014, and recorded in Minute Book 167, Page(s) 196-198, is hereby amended as follows:

To only utilize Option 1 of service agreement as outlined in Exhibit A.

Contract Period: August 1, 2015 through July 31, 2016

The Contract may be renewed annually at the County's option for one additional year term, if mutually agreed upon by both parties.

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

JEFFERSON COUNTY, ALABAMA:

James A. (Jimmie) Stephens, President - Jefferson County Commission

AMBIT SOLUTIONS, LLC.

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

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

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Aug-27-2015-798

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. II to the Agreement between Jefferson County, Alabama and Teklinks, Inc. to provide software and hardware maintenance and support for EMC Networker backup application and data domain for the period September 28, 2015 - September 27, 2016 in the amount of \$47,286.55.

CONTRACT NO.: 00005617

Contract Amendment No. II

This Amendment to Contract entered into the 1<sup>st</sup> day of September, 2015, between Jefferson County, Alabama, hereinafter referred to as "the County, and Teklinks, Inc. hereinafter referred to as the "Contractor" to provide EMC Networker & Data Domain DD670 maintenance.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

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

This contract amendment results from Jefferson County's Contract No. 00005617. The original contract between the parties referenced above, was approved by the Commission on October 10, 2013, MB 163, Page(s) 393-394.

AMEND TERMS OF AGREEMENT AS FOLLOWS:

To incorporate TekLinks' quote # AAAQ81476, copy of quote attached. (on file in the Minute Clerk's Office)

COMPENSATION:

The contractor shall be compensated a sum of \$47,286.55

AUTHORIZATION TO PERFORM WORK:

09/28/2015 to 09/27/2016

INCORPORATE JEFFERSON COUNTY COMMISSION NON-DISCRIMINATION POLICY:

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

JEFFERSON COUNTY COMMISSION

Teklinks, Inc.

James Stephens, President

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

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

\_\_\_\_\_  
Aug-27-2015-799

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. I to the Agreement between Jefferson County, Alabama and GKR Systems/Venture Technologies, Inc. to provide upgrade to equipment, software and hardware support/maintenance for the Data Center storage system and replication software and hardware for the period August 14, 2015 - August 13, 2016 in an amount not to exceed \$480,000.

CONTRACT NO.: 00006377

Contract Amendment No. 1

This Amendment to Contract entered into the 14<sup>th</sup> day of August, 2015, between Jefferson County, Alabama, hereinafter referred to as "the County, and GKR Systems doing business as Venture Technologies, Inc. hereinafter referred to as the "Contractor" to provide EMC VNX5700 Data Storage Upgrade.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

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

This contract amendment results from Jefferson County's Contract No. 00006377. The original contract between the parties referenced above, was approved by the Commission on August 14, 2014, MB 166, Page 539 -540.

AMEND TERMS OF AGREEMENT AS FOLLOWS:

To incorporate Venture Technologies' quote # JCCJW062315VNXU/2 & JCCJW062315VNXUPGV, copy of quotes attached. (on file in the Minute Clerk's Office)

COMPENSATION:

The contractor shall be compensated a sum not to exceed \$480,000.00.

AUTHORIZATION TO PERFORM WORK:

08/14/2015 to 08/13/2016

INCORPORATE JEFFERSON COUNTY COMMISSION NON-DISCRIMINATION POLICY:

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

JEFFERSON COUNTY COMMISSION

GKS Systems \ Venture Technologies, Inc.

James Stephens, President

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

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. I to the Agreement between Jefferson County, Alabama and Network America, Inc. to provide software, license, maintenance, design, implementation and training for LANDesk Service Desk for the period September 1, 2015 - August 31, 2016 in the amount of \$37,392.13. CON0000-7546

LANDESK SERVICE DESK

THIS AGREEMENT entered into this 28<sup>th</sup> day of August 2015, by and between Jefferson County Alabama hereinafter called "the County", and Network America, Inc., hereinafter called the contractor", located at 118 107<sup>h</sup> Avenue, Treasure Island, FL 33706. The effective date of this agreement shall be September 1, 2015.

WHEREAS, the County desires to contract for LANDesk Service Desk for the Jefferson County Commission, hereinafter called "the Commission"; and

WHEREAS, the Contractor desires to provide said service to the County.

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: Contractor shall provide LANDesk Service Desk as requested in ITB 108-15. ITB 108-15 describes the scope of services called for and the Contractor's Response contains the statements and representations of the Contractor, thereto. The response from Network America, Inc. constitutes essential components of this Contract and is adopted herein by reference. Those two components and this contract agreement constitute the entire agreement between the parties.
3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render service to Jefferson County Commission at any time after the effective date of this Contract. The Contract term expires on August 31, 2016, with the option to renew for two (2) additional one (1) year terms.
4. PAYMENT TERMS: Net 30
5. COMPENSATION: \$37,392.13
6. ASSIGNMENT: No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize the Successful Offeror to subcontract (assign) any portion of this contract, the Successful Offeror will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Successful Offeror must maintain a continuous effective business relationship with the sub-contractors) including, but not limited to regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.
7. STATEMENT OF CONFIDENTIALITY: Contractor agrees that any information accessed or gained in performance of those duties will be maintained in absolute confidence and will not be released, discussed, or made known to any party or parties for any reason whatsoever, except as required in the conduct of duties required, or where disclosure is required by law or mandated by a court of law.
8. GOVERNING LAW/DISPUTE RESOLUTION: The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, material and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County Alabama, Birmingham Division.
9. INDEPENDENT CONTRACTOR: The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for all applicable federal, state and local taxes, etc.
10. NON-DISCRIMINATION POLICY: The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status. The Contractor will ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability or veteran status. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
11. MISCELLANEOUS REQUIREMENTS: Upon execution of this contract, the Contractor shall furnish the Jefferson County Finance Department with information required for Form 1099 reporting and other pertinent data required by law.
12. LIABILITY: The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY. The Contractor will indemnify and hold harmless the COUNTY, its elected officials and its employees from claims, suit, action, damage and cost of every name and description resulting from

the performance of the Contractor, its agents, subcontractors or employees under this Contract.

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

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

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

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

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

18. HOLD HARMLESS AND INDEMNIFICATION: Contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed by a third party against or imposed upon County because of bodily injury, death or tangible property damage, real or personal, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Integrator, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees.

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

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

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

Jefferson County Commission

James Stephens

Network America, Inc.

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

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

\_\_\_\_\_  
Aug-27-2015- 801

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that AO 15-4, to reestablish and revise the procurement system and procedures for Jefferson County departments, be and hereby is approved.

JEFFERSON COUNTY COMMISSION  
Administrative Order 15-4

Pursuant to the authority vested in the Jefferson County Commission by law the following Administrative Order is hereby issued:

PURPOSE

TO REESTABLISH AND REVISE THE PROCUREMENT SYSTEM AND PROCEDURES FOR JEFFERSON COUNTY DEPARTMENTS.

GENERAL POLICY

Procurement for Jefferson County departments shall be carried out pursuant to a procurement system by the Jefferson County Purchasing Department. The procurement system shall facilitate purchases in a timely manner and in accordance with the Competitive Bid Law and all other applicable laws and regulations.

PROCEDURES

1) Requisitions

(a) The requisitioning User Department shall prepare the procurement requisition in duplicate.

(b) Specifications for requisitioned items shall be drafted to promote overall economy for the intended purpose and to encourage competition. The description shall include any required design, function and performance characteristics

Specifications shall be subject to review and modification by Purchasing to achieve the intended purposes and necessary competition and in accordance with other Commission directions. Specifications for rolling stock must be approved by Fleet Management. See AO 89-1, as amended.

(c) The requisition shall contain the requisition number. (The Department's organization number, division identifier code (if applicable), last digit of fiscal year, and sequence number, beginning with No. 1 (e.g., 900-3-1 is Purchasing Department, FY 1993, first requisition issued).

(d) The requisition shall contain the account codes: Fund (e.g., 01 is General Fund), Organization (e.g., 0900 is Purchasing), Object (54111 is general office supplies), Section, unit, Project, Grant (if applicable). The requisition may contain multiple account numbers to distribute the cost to several departments. For example, the finance department may purchase office supplies for all finance divisions and distribute the cost as follows:

|                       |          |
|-----------------------|----------|
| 01060154111           | \$200.00 |
| 01080254111           | \$300.00 |
| 01080354111           | \$300.00 |
| Total office supplies | \$800.00 |

This series of account codes identifies the budget to be charged for an expenditure of funds for general office supplies in the Purchasing Department. The object number is based on the Chart of Account Categories. The Finance Department will provide a Chart of Accounts or department budget upon your request.

The Budget Management Office assigns account codes to User Departments.

(e) The original of the requisition is delivered to the Purchasing Department. The copy is retained by the requisitioning department.

(f) User Department should allow 30 days for delivery of routine purchase items under \$5,000 and 45 days for items over \$5,000 in total cost.

2) Purchase Orders - Distribution

(a) The Purchasing Department prepares purchase orders.

(b) Purchasing removes the numeric copy for filing.

(c) Purchasing forwards purchase orders (except Cooper Green Purchase Orders) to Accounting for encumbering.

(d) Accounting distributes as follows:



Where all line items are less than \$5,000 and/or where line items more than \$5,000 have Commission approval:

White Original: Vendor  
Pink: Purchasing  
Yellow: Accounting Dept.  
Green and Blue: Operating Unit

(e) Purchasing forwards Cooper Green Hospital Purchase Order to the Hospital Accounting for encumbering.

(f) Distribution of Cooper Green Hospital Purchase Orders:

White Original: Vendor  
Yellow: Purchasing  
Green: Departmental Copy

Blue receiving copy: Sent to Jefferson County Accounting Department after order is complete.

3) County Commission Approval

(a) Accounting will make a weekly submission of the Encumbrance Journal to the County Commission.

(b) The Encumbrance Journal shall include all purchases encumbered by account code, purchase order number, vendor number, amount, and a condensed description of the materials and/or services purchased.

(c) The County Commission approves the Encumbrance Journal by resolution. This constitutes that the Purchasing Division is hereby authorized to release without prior commission approval, all purchases under the threshold set by the Bid Law as applicable in Title 41 Competitive Bid Law and Title 39 Public Works Law, Code of Alabama (1975) provided that the Budget Management Office first confirms that sufficient budgetary authority exist for the purchase. All expenditures released by the purchasing division under the authority of this resolution shall appear on the Purchasing Division's Encumbrance report or Purchasing Agenda for review and ratification by the Commission.

4) Holding of Purchase Orders

(a) Accounting will hold purchase orders for which there are insufficient budget funds or an incorrect account code, etc.

(b) Accounting will provide notice of such held purchase orders on Finance Form No. 26 to the User Department, Budget Management Office and Purchasing.

(c) The User Department may request the Budget Management Office to amend the budget and/or correct account code errors.

(d) Following appropriate budget amendments and/or correction of account codes, Budget Management verbally advises Accounts Payable to release the held purchase orders.

5) Emergency Purchases

Deviation from established procedures is authorized for emergency situations as follows:

In accordance with S 41-16-53, Code of Ala. (1975):

-- "In case of emergency affecting public health, safety or convenience, so declared in writing by the awarding authority, setting forth the nature of the danger to public health, safety or convenience involved in delay, contracts may be let to the extent necessary to meet the emergency without public advertisement. Such action and the reasons therefore, shall immediately be made public by the awarding authority."

Procedure

The requesting Department Head prepares a written description of the emergency condition. The description shall include:

(a) Narrative of the facts constituting the emergency;

(b) Statement of the date on which each requested item is required;

(c) Department Head's certification of his investigation of the facts and dates and endorsement thereof.

(d) Department Head's certified narrative is attached to the purchase requisition and submitted to Purchasing.

(i) Under \$5,000. The Purchasing Manager may approve. If the narrative is insufficient for approval he may request more information.

If denied, the Department Head may proceed under (ii) below.

(ii) \$5,000 and over. Three Commissioners must approve. Commissioners' approval may be reflected by a signature on or attached to the requisition. A specific identification of the approved emergency purchase and the nature of the danger to public health, safety or convenience shall be included in the next following County Commission Minutes.

6) Receiving

(a) The User Department shall receive and inspect each shipment for compliance with purchase order. The User Department completes the Final Receipt document immediately following complete receipt and sends the blue copy to Accounts Payable. Accounts Payable pays the vendor and closes the order.

(b) Partial or incorrect deliveries.

The User Department proceeds as follows:

(i) Prepares a Partial Receiving Ticket (3 parts),  
(ii) Forwards to Accounts Payable the first two copies and pertinent shipping papers, and keeps the third copy for User Department records.

(iii) Upon receipt of the complete shipment the blue copy of the purchase order is signed and sent to Accounts Payable. Accounts Payable makes final payment to the vendor and closes the purchase order.

7) Expediting

The User Department shall initiate desired expediting of delayed, damaged or incorrect shipments by contacting the Purchasing Department Expediter. The Expediter will contact the supplier.

EFFECTIVE DATE

This Administrative Order shall be effective for all requisitions initiated beginning August 27, 2015. All conflicting provisions in prior Administrative Orders are repealed to the extent of such conflict. Specifically, AO 93-2, County Commission Resolution dated March 22, 1938 (which established the Minutes List for all items costing more than \$150), and Resolution dated April 11, 1972 (which requires Commission approval for non-budgeted equipment items of \$100 or more), are hereby rescinded.

Ordered this 27<sup>th</sup> day of August, 2015.

James A. Stephens, President, Jefferson County Commission

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

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Aug-27-2015-802

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Community Grant Agreement between Jefferson County, Alabama and the Jefferson County Board of Education to provide funding for the maintenance of the practice field used by Pinson Valley High School and Rudd Middle School students for athletics, band and PE classes in the amount of \$2,000.

COMMUNITY GRANT PROGRAM

WHEREAS, the Jefferson County Commission adopted a Community Grant Program and Funding Guidelines ("Program"); and

WHEREAS, under this Program, Jefferson County Board of Education ("JEFFCO BOE") applied for a grant of funds for \$2,000.00; and

WHEREAS, JEFFCO BOE is a tax exempt non-profit educational institution which seeks assistance in funding for the maintenance of the practice field used by Pinson Valley High School and Rudd Middle School students for athletics, band and PE classes. The maintenance includes the purchase of fertilizer, pre-emergent and herbicides to maintain the practice field for the year; and

WHEREAS, JEFFCO BOE meets the eligibility requirements of the Program; and

WHEREAS, Commissioner Joe T. Knight has recommended funding of \$2,000.00 to JEFFCO BOE, and the grant of such funds serves a good and sufficient public purpose.

WHEREAS, the County Commission has determined that it is in the public interest to provide public funds to assist in the development and promotion of said County resources.

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on December 30, 2015.
2. The County shall pay to JEFFCO BOE a lump sum payment of \$2,000.00 upon execution of this agreement.
3. JEFFCO BOE shall use the public funds to assist with the purchase of fertilizer, pre-emergent and herbicides to maintain the practice field during the year.

ANY PASS-THROUGH FOR OTHER USES OR PURPOSES IS PROHIBITED.

4. JEFFCO BOE, shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by December 30, 2015, whichever shall occur first.

5. JEFFCO BOE, 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 JEFFCO BOE, for a period of not less than three (3) years from termination of the fiscal year set out above.

6. JEFFCO BOE, representatives signed below, certify by the execution of this agreement that no part of the funds paid by the County pursuant to the community grant shall be passed-through to another entity or individual that is not specifically identified or described in the scope of work of this agreement.

7. JEFFCO BOE, representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement nor any part of 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 of 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 JEFFCO BOE, nor any of its officers, partners, owners, agents, representatives, employees or parties in interest 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 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 above, 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.

8. 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, President - Jefferson County Commission

JEFFERSON COUNTY BOARD OF EDUCATION FOR PINSON VALLEY HIGH SCHOOL

Sheila Jones, Director of Business & Financial Affairs

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

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Aug-27-2015-803

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Community Grant Agreement between Jefferson County, Alabama and the Jefferson County Board of Education to provide funding for the purchase of practice dummies, blocking pads and other safety equipment as required under the new AHSAA player safety guidelines at Fultondale High School in the amount of \$2,000.

#### COMMUNITY GRANT PROGRAM

WHEREAS, the Jefferson County Commission adopted a Community Grant Program and Funding Guidelines ("Program"); and

WHEREAS, under this Program, Jefferson County Board of Education ("JEFFCO BOE") applied for a grant of funds for \$2,000.00; and

WHEREAS, JEFFCO BOE is a tax exempt non-profit educational institution which seeks assistance in funding for the purchase of practice dummies, blocking pads and other safety equipment as required under the new AHSAA player safety guidelines at Fultondale High School. Said equipment will be used by both the middle and high school teams; and

WHEREAS, JEFFCO BOE meets the eligibility requirements of the Program; and

WHEREAS, Commissioner Joe T. Knight has recommended funding of \$2,000.00 to JEFFCO BOE, and the grant of such funds serves a good and sufficient public purpose.

WHEREAS, the County Commission has determined that it is in the public interest to provide public funds to assist in the development and promotion of said County resources.

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on December 30, 2015.
2. The County shall pay to JEFFCO BOE a lump sum payment of \$2,000.00 upon execution of this agreement.
3. JEFFCO BOE shall use the public funds to assist Fultondale High School with the purchase of practice dummies, blocking pads and other safety equipment as required by the new AHSAA safety guidelines.

ANY PASS-THROUGH FOR OTHER USES OR PURPOSES IS PROHIBITED.

4. JEFFCO BOE, shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by December 30, 2015,

whichever shall occur first.

5. JEFFCO BOE, 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 JEFFCO BOE, for a period of not less than three (3) years from termination of the fiscal year set out above.

6. JEFFCO BOE, representatives signed below, certify by the execution of this agreement that no part of the funds paid by the County pursuant to the community grant shall be passed-through to another entity or individual that is not specifically identified or described in the scope of work of this agreement.

7. JEFFCO BOE, representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement nor any part of 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 of 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 JEFFCO BOE, nor any of its officers, partners, owners, agents, representatives, employees or parties in interest 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 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 above, 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.

8. 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, President - Jefferson County Commission

JEFFERSON COUNTY BOARD OF EDUCATION FOR FULTONDALE VALLEY HIGH SCHOOL

Sheila Jones, Director of Business & Financial Affairs

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

Aug-27-2015-804

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Community Grant Agreement between Jefferson County, Alabama and the Tarrant City Schools to provide funding to pay for the cost of transporting high school athletes to various sporting events in which they are participating in in the amount of \$2,000.

#### COMMUNITY GRANT PROGRAM

WHEREAS, the Jefferson County Commission adopted a Community Grant Program and Funding Guidelines ("Program"); and

WHEREAS, under this Program, Tarrant City Schools ("Tarrant Schools") applied for a grant of funds for \$2,000.00; and

WHEREAS, TARRANT SCHOOLS is a tax exempt non-profit educational institution which seeks assistance in funding to pay for the cost of transporting high school athletes to various sporting events in which they are participating in; and

WHEREAS, TARRANT SCHOOLS meets the eligibility requirements of the Program; and

WHEREAS, Commissioner Joe T. Knight has recommended funding of \$2,000.00 to TARRANT SCHOOLS, and the grant of such funds serves a good and sufficient public purpose.

WHEREAS, the County Commission has determined that it is in the public interest to provide public funds to assist in the development and promotion of said County resources.

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on December 30, 2015.
2. The County shall pay to TARRANT SCHOOLS a lump sum payment of \$2,000.00 upon execution of this agreement.
3. TARRANT SCHOOLS shall use the public funds to pay for the cost of transporting high school athletes to various sporting events

in which they are participating in.

ANY PASS-THROUGH FOR OTHER USES OR PURPOSES IS PROHIBITED.

4. TARRANT SCHOOLS , shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by December 30, 2015, whichever shall occur first.

5. TARRANT SCHOOLS , 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 TARRANT SCHOOLS , for a period of not less than three (3) years from termination of the fiscal year set out above.

6. TARRANT SCHOOLS , representatives signed below, certify by the execution of this agreement that no part of the funds paid by the County pursuant to the community grant shall be passed-through to another entity or individual that is not specifically identified or described in the scope of work of this agreement.

7. TARRANT SCHOOLS , representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement nor any part of 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 of 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 TARRANT SCHOOLS , nor any of its officers, partners, owners, agents, representatives, employees or parties in interest 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 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 above, 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.

8. 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, President - Jefferson County Commission

TARRANT CITY SCHOOLS

Amy Banaszek, Technical Coordinator

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

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Aug-27-2015-805

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Community Grant Agreement between Jefferson County, Alabama and the Jefferson County Board of Education to provide funding for the purchase of safety equipment (i.e. bags, pads, helmets, field products, etc.) and emergency needs (i.e. medical products, cart rental for transportation of medical equipment and injured players) for Center Point High School athletes in the amount of \$2,000.

COMMUNITY GRANT PROGRAM

WHEREAS, the Jefferson County Commission adopted a Community Grant Program and Funding Guidelines ("Program"); and  
WHEREAS, under this Program, Jefferson County Board of Education ("JEFFCO BOE") applied for a grant of funds for \$2,000.00;  
and

WHEREAS, JEFFCO BOE is a tax exempt non-profit educational institution which seeks assistance in funding for the purchase of safety equipment (i.e. bags, pads, helmets, field products, etc.) and emergency needs (i.e. medical products, cart rental for transportation of medical equipment and injured players) for Center Point High School athletes; and

WHEREAS, JEFFCO BOE meets the eligibility requirements of the Program; and

WHEREAS, Commissioner Joe T. Knight has recommended funding of \$2,000.00 to JEFFCO BOE, and the grant of such funds serves

a good and sufficient public purpose.

WHEREAS, the County Commission has determined that it is in the public interest to provide public funds to assist in the development and promotion of said County resources.

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on December 30, 2015.
2. The County shall pay to JEFFCO BOE a lump sum payment of \$2,000.00 upon execution of this agreement.
3. JEFFCO BOE shall use the public funds to assist with the purchase of safety equipment and emergency needs for Center Point High School athletes.

ANY PASS-THROUGH FOR OTHER USES OR PURPOSES IS PROHIBITED.

4. JEFFCO BOE, shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by December 30, 2015, whichever shall occur first.

5. JEFFCO BOE, 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 JEFFCO BOE, for a period of not less than three (3) years from termination of the fiscal year set out above.

6. JEFFCO BOE, representatives signed below, certify by the execution of this agreement that no part of the funds paid by the County pursuant to the community grant shall be passed-through to another entity or individual that is not specifically identified or described in the scope of work of this agreement.

7. JEFFCO BOE, representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement nor any part of 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 of 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 JEFFCO BOE, nor any of its officers, partners, owners, agents, representatives, employees or parties in interest 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 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 above, 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.

8. 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, President - Jefferson County Commission

JEFFERSON COUNTY BOARD OF EDUCATION FOR CENTER POINT HIGH SCHOOL

Sheila Jones, Director of Business & Financial Affairs

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

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Aug-27-2015-806

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Community Grant Agreement between Jefferson County, Alabama and the Jefferson County Board of Education to provide funding for the installation and finishing of sidewalks around the field house at Mortimer Jordan High School in the amount of \$2,000.

COMMUNITY GRANT PROGRAM

WHEREAS, the Jefferson County Commission adopted a Community Grant Program and Funding Guidelines ("Program"); and

WHEREAS, under this Program, Jefferson County Board of Education ("JEFFCO BOE") applied for a grant of funds for \$2,000.00;

and

WHEREAS, JEFFCO BOE is a tax exempt non-profit educational institution which seeks assistance in funding for the installation and finishing of sidewalks around the field house at Mortimer Jordan High School; and

WHEREAS, JEFFCO BOE meets the eligibility requirements of the Program; and

WHEREAS, Commissioner Joe T. Knight has recommended funding of \$2,000.00 to JEFFCO BOE, and the grant of such funds serves a good and sufficient public purpose.

WHEREAS, the County Commission has determined that it is in the public interest to provide public funds to assist in the development and promotion of said County resources.

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on December 30, 2015.
2. The County shall pay to JEFFCO BOE a lump sum payment of \$2,000.00 upon execution of this agreement.
3. JEFFCO BOE shall use the public funds to assist with the installation and finishing of sidewalks around the field house.  
ANY PASS-THROUGH FOR OTHER USES OR PURPOSES IS PROHIBITED.
4. JEFFCO BOE, shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by December 30, 2015, whichever shall occur first.
5. JEFFCO BOE, 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 JEFFCO BOE, for a period of not less than three (3) years from termination of the fiscal year set out above.
6. JEFFCO BOE, representatives signed below, certify by the execution of this agreement that no part of the funds paid by the County pursuant to the community grant shall be passed-through to another entity or individual that is not specifically identified or described in the scope of work of this agreement.
7. JEFFCO BOE, representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement nor any part of 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 of 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 JEFFCO BOE, nor any of its officers, partners, owners, agents, representatives, employees or parties in interest 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 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 above, 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.
8. 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, President - Jefferson County Commission

JEFFERSON COUNTY BOARD OF EDUCATION FOR MORTIMER JORDAN HIGH SCHOOL

Sheila Jones, Director of Business & Financial Affairs

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

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Community Grant Program agreement with the City of Pinson was carried over.

\_\_\_\_\_

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

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

The Commission Meeting reconvened at 3:35 p.m.

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

Aug-27-2015-807

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

ADDENDUM NO. 1

For Week of 08/21/15 - 08/24/15

1. THE PERSONNEL BOARD OF JEFFERSON COUNTY FROM OFFICE ENVIRONMENTS INCORPORATED, BIRMINGHAM, AL, TO PURCHASE OFFICE FURNITURE CHAIRS AND DESK. SAP PURCHASE ORDER # 2000088455  
\$8,167.52 TOTAL STATE OF ALABAMA CONTRACT # 4011968
2. THE PERSONNEL BOARD OF JEFFERSON COUNTY FROM OFFICE ENVIRONMENTS INCORPORATED, BIRMINGHAM, AL, TO PURCHASE OFFICE FURNITURE - IT DEPARTMENT CUBICLES. SAP PURCHASE ORDER # 2000088457  
\$101,375.22 TOTAL STATE OF ALABAMA CONTRACT # 4011968
3. REVENUE DEPARTMENT ADMINISTRATION FROM OFFICE DEPOT BUSINESS SERVICES DIVISION, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR LEGAL PUBLICATIONS.  
SAP PURCHASE ORDER # 2000075399 CHANGE ORDER \$40,000.00 REFERENCE BID # 68-13  
PURCHASE ORDER \$84,500.00 TOTAL
4. ROADS & TRANSPORTATION: FLEET MANAGEMENT FROM GENUINE PARTS/NAPA, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PAY INVOICE FOR AUTO REPAIR PARTS FOR THE PERIOD OF 6/01/15 - 7/31/15. SAP PURCHASE ORDER # 2000087054 CHANGE ORDER \$18,000.00  
REFERENCE BID # 106-13 PURCHASE ORDER \$58,000.00 TOTAL
5. ENVIRONMENTAL SERVICES: TRUSSVILLE WWTP FROM GEO SPECIALTY CHEMICALS INCORPORATED, DALLAS, TX, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR LIQUID ALUM.  
SAP PURCHASE ORDER # 2000082108 CHANGE ORDER \$4,900.00 REFERENCE BID # 133-12  
PURCHASE ORDER \$44,900.00 TOTAL
6. ENVIRONMENTAL SERVICES: TRUSSVILLE WWTP FROM GEO SPECIALTY CHEMICALS INCORPORATED, DALLAS, TX, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR LIQUID ALUM.  
SAP PURCHASE ORDER # 2000082108 CHANGE ORDER \$15,000.00 REFERENCE BID # 133-12  
PURCHASE ORDER \$59,900.00 TOTAL
7. COOPER GREEN MERCY HEALTH SERVICES FROM LABORATORY CORPORATION OF AMERICA HOLDINGS, BURLINGTON, NC, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR CONTINUED PURCHASE OF LABORATORY TESTS / GENERAL REFERRAL FOR THE PERIOD OF 10/01/14 - 9/30/15.  
SAP PURCHASE ORDER # 2000085483 CHANGE ORDER \$140,000.00 REFERENCE BID # 22-14  
PURCHASE ORDER \$366,000.00 TOTAL
8. ROADS & TRANSPORTATION: ADMINISTRATION FROM ALABAMA GUARDRAIL INC., PINSON, AL. CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR GUARDRAIL MATERIAL.  
SAP PURCHASE ORDER # 70000009199 CHANGE ORDER \$5,925.00 REFERENCE BID # 85-14  
PURCHASE ORDER \$33,141.00 TOTAL

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



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Aug-27-2015-808

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services and The Health Care Authority for Medical West, an Affiliate of UAB Health System (Medical West) to renew the Preferred Provider Agreement for FY2014-2015 in the amount of \$1,200,000.

AGREEMENT TO RENEW 2013-2014 PREFERRED PROVIDER AGREEMENT

This Agreement to Extend the 2013-2014 Preferred Provider Agreement between The Health Care Authority for Medical West, an Affiliate of UAB Health System (Medical West) and The Jefferson County Commission d/b/a Cooper Green Mercy Health Services (County) is hereby entered into by Medical West and the County, effective as of October 1, 2014, as follows:

WHEREAS, the parties entered into a Preferred Provider Agreement, effective October 1, 2013 through September 30, 2014 ("Agreement");

WHEREAS, Section 3.3 authorizes the parties, with mutual consent, to renew the Agreement for an additional twelve months;

WHEREAS the parties desire to renew the Agreement for an additional twelve months, effective October 1, 2014 through September 30, 2015.

NOW, THEREFORE, the parties agree as follows:

1. The term of the Agreement is renewed for October 1, 2014 through September 30, 2015.
2. No later than 30 days after execution of this Agreement to Renew, County will forward all amounts due to Medical West for services furnished from October 1, 2014 through the current date. Thereafter, the County shall pay Medical West pursuant to the schedule set forth in the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Renewal to be executed, effective October 1, 2014.

THE HEALTH CARE AUTHORITY  
FOR MEDICAL WEST, AN AFFILIATE  
OF UAB HEALTH SYSTEM

Keith Pennington, CEO

JEFFERSON COUNTY COMMISSION

James A. Stephens, President

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

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Aug-27-2015-809

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services and Physician Integration Partners (PIP) to provide physician services for FY2014-2015 in the amount of \$324,400.

AGREEMENT TO RENEW 2013-2014 PREFERRED PROVIDER AGREEMENT

This Agreement to Extend the 2013-2014 Preferred Provider Agreement between Physician Integration Partners (PIP) and The Jefferson County Commission d/b/a Cooper Green Mercy Health Services (County) is hereby entered into by PIP and the County, effective as of October 1, 2014, as follows:

WHEREAS, the parties entered into a Preferred Provider Agreement, effective October 1, 2013 through September 30, 2014 ("Agreement");

WHEREAS, Section 3.3 authorizes the parties, with mutual consent, to renew the Agreement for an additional twelve months;

WHEREAS the parties desire to renew the Agreement for an additional twelve months, effective October 1, 2014 through September 30, 2015.

NOW, THEREFORE, the parties agree as follows:

1. The term of the Agreement is renewed for October 1, 2014 through September 30, 2015.
2. Section 2.4 of the Agreement is amended to add the following provision:

Effective October 1, 2014 through September 30, 2015, reimbursement for Covered Services furnished to Beneficiaries under this Agreement shall be equal to 27% of the amount paid to Medical West for the same episode of Covered Services furnished to those

Beneficiaries pursuant to the Preferred Provider Agreement between the Healthcare Authority for Medical West, An affiliate of UAB Health System and The Jefferson County Commission d/b/a Cooper Green Mercy Health Services.

3. No later than 30 days after execution of this Agreement to Renew, County will forward all amounts due to PIP for services furnished from October 1, 2014 through the current date. Thereafter, the County shall pay PIP pursuant to the schedule set forth in the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Renewal to be executed, effective October 1, 2014.

THE HEALTH CARE AUTHORITY  
FOR MEDICAL WEST, AN AFFILIATE  
OF UAB HEALTH SYSTEM

JEFFERSON COUNTY COMMISSION

Keith Pennington, CEO

James A. Stephens, President

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

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Aug-27-2015-810

EFFECTIVE IMMEDIATELY, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Manager is directed to budget for all anticipated open positions.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Manager or his designee is directed at the end of each month to calculate the amount of money allocated to each open, unfilled position in the General Fund and to transfer this amount in total from the associated payroll and benefits accounts to the Capital Fund account.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Manager or his designee is directed at the end of each month to calculate the amount of money allocated to each open, unfilled position in Roads and Transportation and to transfer this amount in total from the associated payroll and benefits accounts to the Capital Fund account.

Adopted this 27<sup>th</sup> day of August, 2015

Motion was made by Commissioner Carrington seconded by Commissioner Bowman that the above resolution be adopted. Voting "Aye" Carrington, Bowman, Brown, Knight 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, September 10, 2015.

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President

ATTEST

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Minute Clerk