

STATE OF ALABAMA)

JEFFERSON COUNTY) March 3, 2016

The Commission convened in regular session at the Birmingham Courthouse at 9:10 a.m., James A. Stephens, President, presiding and the following members present:

District 1 - George F. Bowman

District 2 - Sandra Little Brown

District 3 - James A. (Jimmie) Stephens

District 4 - Joe Knight

District 5 - David Carrington

Motion was made by Commissioner Carrington seconded by Commissioner Knight that the Minutes of February 18, 2016, be approved. Voting "Aye" Carrington, Knight, Bowman, Brown and Stephens.

The Commission met in Work Session on March 1, 2016, and approved the following items to be placed on the March 3, 2016, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Items 1 through 11.
- Commissioner Brown, Human-Community Development and Human Resource Services Committee Items 1 through 21, Addendum Item 1 and one additional item.
- Commissioner Stephens, Administrative, Public Works and Infrastructure Committee Items 2 through 18, Addendum Item 3 and 4 and two additional items.
- Commissioner Knight, Judicial Administration, Emergency Management and Land Planning Committee Item 1 and Addendum Item 2.
- Commissioner Carrington, Finance, Information Technology & Business Development Committee Items 1 through 34 and Addendum Item 5 and one additional item

Mar-3-2016-152

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Physician Services Agreement between Jefferson County, Alabama and Luis F. Pineda, M.D. to provide oncology/hematology services for the period one (1) year beginning April 7, 2016 in the amount of \$218,400.

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

Mar-3-2016-153

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Physician Services Agreement between Jefferson County, Alabama and J. Walden Retan, M.D. to provide medical services at Cooper Green Mercy Health Services for a period of two (2) years beginning February 1, 2016 in an amount not to exceed \$208,000 annually.

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

Mar-3-2016-154

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Support Agreement between Jefferson County, Alabama and Aletheia House, an Alabama non-profit corporation, to provide medical services to indigent patients for a period of six (6) months beginning April 1, 2016 in an amount not to exceed \$150,430.

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

Carrington, Knight, Bowman, Brown and Stephens.

Mar-3-2016-155

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Business Associate Agreement between Jefferson County, Alabama and Aletheia House for compliance with the Health Insurance Portability and Accountability Act of 1966 and the Health Information Technology for Economic and Clinical Health Act, Title XIII.

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

Mar-3-2016-156

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Lease Agreement between Jefferson County, Alabama d/b/a Cooper Green Mercy Health Services and Cahaba Valley Health Care, Inc. (CVHC) for lease of approximately 5,500 square feet of office space located on the 7th Floor of Cooper Green Mercy Health Services building for a period of three (3) years beginning March 31, 2016 in the amount of \$12,000 annually and execution of MOU for CVHC to furnish treatment of dental problems for the same period at no cost,

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

Mar-3-2016-157

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Amendment to the Lease Agreement Jefferson Blount St. Clair Mental Health Authority, for lease of approximately 940 square feet of office space located on the 5th Floor of Cooper Green Mercy Health Services building, which will extend the agreement from March 1, 2016 - February 28, 2017 in the amount of \$11,760.

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

Mar-3-2016-158

IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Director of General Services is hereby authorized to execute CCDs (Construction Change Directives) to more efficiently manage the Bessemer Boiler Upgrade and Pump Replacement Project. The Director shall present for Commission approval a final summary Change Order at the end of the project to reconcile the executed CCDs.

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

Mar-3-2016-159

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Municipal Election Services Agreement template for General Services Elections Division to provide elections equipment and services for municipalities within Jefferson County, be and hereby

is approved.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Municipal Election Services Agreement between Jefferson County, Alabama and municipalities within Jefferson County for the 2016 election cycle. Election Agreements will be in substantial compliance with the attached "Municipal Election Services Agreement". Once executed, the Municipal Election Services Agreement will be presented to the Commission for acknowledgment at their next regularly scheduled meeting.

STATE OF ALABAMA
JEFFERSON COUNTY

MUNICIPAL ELECTION SERVICES AGREEMENT

THIS AGREEMENT entered into this _____, by and between Jefferson County Commission, political subdivision of the State of Alabama (hereinafter called "the County"), and the City of _____, (hereinafter called "the City").

WHEREAS, the City's Municipal election will occur on __, -,and, if required, a runoff election will occur on, ____; and

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

NOW, THEREFORE IN CONSIDERATION OF THE ABOVE AND THE BELOW, the parties hereto do mutually agree as follows:

SCOPE OF SERVICES: The Scope of this agreement is for County's General Services Department-Elections Division to provide election services for the above specified election which may include requested equipment and services as follows; ES&S DS-200 ballot tabulators, ES&S AUTOMARKS (voter assist terminals, for handicap voters), electronic ePollbooks (laptops for Election Day voter registration verification), voter privacy booths, tables, chairs, exterior "vote here" signage. Election services also includes ballot design and layout, equipment coding, assistance with equipment logic and accuracy testing, ePollbook data downloads, equipment delivery/pickup and Election Day support for the provided equipment. City is responsible for ballot proofing accuracy and authorization.

EXCLUSIONS: Ballot printing services and Election Day supplies are not included in this agreement. City shall make separate provisions for ballot printing and Election Day supplies.

MUNICIPAL ELECTIONS: The specified elections equipment may be used to conduct Municipal elections for cities which lie within the legal jurisdiction of Jefferson County Alabama

EQUIPMENT: The County agrees to provide the following equipment for the above listed Municipal Election;

EQUIPMENT	UNIT RATE	UNIT OF MEASURE	QUANTITY	EXTENDED COST
DS200 Tabulators	450.00	each		
AUTOMARKS	450.00	each		
Equipment Delivery	220.00	per precinct		
ePollbook Laptops	100.00	each		
Voter List - Posting/Pub	11.00	per 1000 Names*		
Voter List - CD	11.00	per 1000 Names* + \$45		
Tables	0.00	each		
Chairs	0.00	each		
Privacy Booths	0.00	each		
"Vote Here" Signage	0.00	each		
Table top sign-INTAB	0.00	each		
* Rounded up				GRAND TOTAL

DELIVERY AND PICKUP OF EQUIPMENT: County has entered into a third party contractual agreement for delivery/pickup services of election equipment. The City clerk shall be responsible for coordination with the precinct's site contact person for the equipment deliveries/pickups.*'

**In addition to the delivery base rate listed above, the County will be reimbursed by the City an additional \$175.00 per each site for redelivery if the equipment cannot be delivered on the scheduled delivery date and time due to the fault of the City.

INSPECTION: The County and the City shall jointly inspect each piece of equipment and note the condition of each item prior to the release of equipment to the City and again immediately upon return of the equipment to the County. The equipment shall be returned in the same condition it was in at the time of release. City shall be responsible for all repair or replacement cost for damaged equipment.

TERM OF AGREEMENT: The term of this agreement is through the date of the election listed above or runoff election if applicable.

COMPENSATION: Payment shall be made to "Jefferson County Commission" to the below address under "Notices". Equipment will not be delivered without Payment to the County in advance of equipment delivery.

RUNOFF ELECTION: City shall contact the General Services Chief of Elections, to give notification of the status of a pending runoff election. City shall submit the completed Runoff Election form "Attachment A" selecting the equipment and quantity of each to the Chief of Elections along with the payment for the runoff election.

NOTICES and PAYMENTS: All notices, payments and other communications required or permitted to be given under this agreement shall be in writing and shall be deemed duly given if delivered personally in hand or sent via certified mail and addressed to the appropriate party at the following addresses:

COUNTY: Jefferson County General Services Department CITY CLERK:

located at 2121 Reverend Abraham Woods Jr. Blvd., Birmingham, Alabama 35203

WHEREAS, the Tenant desires to modify the term of the Commercial Lease Agreement

WHEREAS, the County agrees to modify the term of the Commercial Lease Agreement

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

TERM EXTENSION OF AGREEMENT: Amendment 1 extends the term of the Commercial Lease Agreement on a "month to month" basis for a not to exceed period of 18 additional months beginning on March 1, 2016 to the end of the maximum extension, August 31, 2017.

TERMS AND CONDITIONS: All terms and conditions of the original Commercial Lease Agreement remain the same.

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:

TENANT: Birmingham-Jefferson County Transit Authority
Attention; Barbara Murdock, Interim Executive Director
2121 Rev. Abraham Woods Jr. Blvd Suite 500
Post Office Box 10212
Birmingham, Alabama 35202-0212

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.

Tenant Jefferson County, Alabama
Barbara Murdock, Interim Executive Director James A. Stephens, President, Commissioner

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

Mar-3-2016-161

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Shook & Fletcher Mechanical Contractors, Inc. Group for the Bessemer Annex and Jail Boiler Upgrade and Pump Replacement project in the amount of \$899,997.

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

Mar-3-2016-162

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 Benjamin Greene Village Resident Council, Inc. to assist in providing education and training to residents of Benjamin Greene, Cooper Green Homes and the surrounding local community concerning professional development at A Women Unification Brunch in March 2016; heart health and maintaining healthy lifestyles at an event scheduled for February 12, 2016, and an American Heart Association seminar scheduled for February 26, 2016 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, Benjamin Greene Village Resident Council, Inc. ("Benjamin Greene Village"), applied for a grant of funds for \$1,000.00; and

WHEREAS, Benjamin Greene is a 501(c) (3) organization which seeks to use funds to provide education and training to residents of Cooper Green and Benjamin Greene Homes and the surrounding local community concerning professional development at A Women Unification Brunch in March 2016; then a heart health and maintaining healthy lifestyles at an event scheduled for February 12, 2016, and an American Heart Association seminar scheduled for February 26, 2016; and

WHEREAS, Benjamin Greene Village meets the eligibility requirements of the Program; and

WHEREAS, Commissioner Sandra Little Brown has recommended funding of \$1,000.00 to Benjamin Greene Village, 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, 2016.
2. The County shall pay to Benjamin Greene Village a lump sum payment of \$1,000.00 upon execution of this agreement.
3. Benjamin Greene Village shall use the public funds to assist in providing education and training to residents of Benjamin Greene, Cooper Green Homes and the surrounding local community concerning professional development at A Women Unification Brunch in March 2016; heart health and maintaining healthy lifestyles at an event scheduled for February 12, 2016, and an American Heart Association seminar scheduled for February 26, 2016.

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

4. Benjamin Greene Village 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, 2016, whichever shall occur first.
5. Benjamin Greene Village 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 Benjamin Greene Village for a period of not less than three (3) years from termination of the fiscal year set out above.
6. The Benjamin Greene Village 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. The Benjamin Greene Village 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 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 certifies that neither Benjamin Greene Village, 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 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

BENJAMIN GREENE VILLAGE RESIDENT COUNCIL, INC.

Bertha Davis

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and Lawson State Community College Foundation to to assist in facilitating the acknowledgment of academic achievement of students at Lawson State Community College in the amount of \$10,000.

COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program, Lawson State Community College Foundation ("Lawson State Foundation"), applied for a grant of funds for \$10,000.00; and

WHEREAS, Lawson State Foundation is a 501(c)(3) organization which raises money for a permanent endowment for the college and seeks to facilitate the acknowledgment of academic achievement of students at Lawson State Community College; and

WHEREAS, Lawson State Foundation meets the eligibility requirements of the Program; and

WHEREAS, Commissioner Sandra Little Brown has recommended funding of \$10,000.00 to Lawson State Foundation, 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, 2016.
2. The County shall pay to Lawson State Foundation a lump sum payment of \$10,000.00 upon execution of this agreement.
3. Lawson State Foundation shall use the public funds to assist in facilitating the acknowledgment of academic achievement of students at Lawson State Community College.

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

4. Lawson State Foundation 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, 2016, whichever shall occur first.

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

6. The Lawson State Foundation 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. The Lawson State Foundation 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 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 certifies that neither Lawson State Foundation 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 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.

8. Any violation of this certification shall constitute a breach and default of this agreement which shall be cause for termination. Upon such termination Lawson State Foundation 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

LAWSON STATE COMMUNITY COLLEGE FOUNDATION

Robert Dickerson, President

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

Mar-3-2016-164

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 1 to the agreements between Jefferson County, Alabama, by and through the Office of Senior Citizen Services and the following contractors to change the reimbursement rate of \$3.1152 per meal to \$3.1993 per meal for ineligible meals:

City of Brighton	Hoover Parks & Recreation	Trussville Parks & Recreation
City of Center Point	JCCEO - Hoopersville	
City of Gardendale	New Hope Baptist Church	
City of Leeds	Titsville Development Corp	
Homewood Parks & Recreation	Town of Sylvan Springs	

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

Mar-3-2016-165

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama, through the Office of Senior Citizen Services and Town of Morris to provide funding for a senior center for FY2014-2015 in the amount of \$10,000.

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

Mar-3-2016-166

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President, be hereby authorized, empowered and directed to execute Change Order #7 and Amendment #6 to the agreement between Jefferson County, Alabama and Gillespie Construction for the West Highland Water Line Project (CDBG10-03J-U02-WHL). The purpose of Change Order #7 and Amendment #6 is to extend the construction contract an additional 90 days for the West Highland Water Line Project (CDBG10-03x-U02-WHL). There is no additional cost associated with the modification. The new completion date for the construction contract shall be April 28, 2016. All other conditions and terms shall remain the same. This project is from the 2010 program year.

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

Mar-3-2016-167

WHEREAS, the Jefferson County Commission approved a Resolution dated September 25, 2014 and recorded in Minute Book 167, Page 101 authorizing an Agreement with The Flats at Colebridge, Ltd. for the development of a 56 unit Special Needs Rental Housing for the Elderly development under the federal HOME Program known as The Flats at Colebridge in the City of Tarrant.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is

authorized to sign the Second Amendment to the Jefferson County, Alabama HOME Investment Partnership Agreement with The Flats at Colebridge, Ltd. to make a technical adjustment.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Commission President is authorized to sign the First Amendment to the Loan Agreement with The Flats at Colebridge, Ltd. to extend the completion date to March 31, 2016. No additional funding is required.

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

Mar-3-2016-168

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to execute Amendment #1 to the SAMHSA Agreement #1H79T1024154 with the University of Alabama at Birmingham (UAB) for drug court services. The purpose of the amendment is to extend the contract an year to September 29, 2016. All other parts of the agreement remain unchanged.

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

Mar-3-2016-169

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President, be hereby authorized, empowered and directed to execute this amendment to the agreement between Jefferson County, Alabama and Engineering Service Associates, for the North Smithfield Storm Shelter. The purpose of Amendment #4 is to extend the time of the contract with Jefferson County Commission and Engineering Service Associates for the North Smithfield Storm Shelter Project. The amendment shall extend the time an additional 110 days at no additional cost. The new completion date shall be May 24, 2016. All other terms and conditions of this amended contract shall remain the same. This project is from the 2013 program year and funded by Federal CDBG-DR and FEMA Funds.

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

Mar-3-2016-170

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

WHEREAS, the Agreement was previously amended on June 11, 2014, in Minute Book 166, Page 346, on March 5, 2015 in Minute Book 167, Page 551 and on September 10, 2015 in Minute Book 168, Page 488.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized and directed to execute the Amendment Four (4) to extend the contract period to February 29, 2016. This Agreement is from Program Year 2012 Federal funds.

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

Mar-3-2016-171

WHEREAS, the Jefferson County Commission previously approved a resolution on February 9, 2015 in Minute Book 167, Page 524 authorizing an Agreement between Jefferson County, Alabama and Syms Contractors, Inc. for the Midfield Community Center Renovations

Project (CDBG12-03F-M02-MCC); and

WHEREAS, the Agreement was previously amended on December 17, 2015, in Minute Book 169, Pages 180-181.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized and directed to execute this Amendment #2/Change Order #2 to extend the contract period an additional 72 calendar days. The new completion date is February 29, 2016. This Agreement is from Program Year 2012 Federal funds.

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

Mar-3-2016-172

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President, be hereby authorized, empowered and directed to execute Change Order #3 and Amendment #3 to the agreement between Jefferson County, Alabama and Coston General Contractors, Inc. The purpose of Change order #3 and Amendment #3 is to extend the time of the contract 90 days. The additional cost is \$0 and the new completion date shall be May 24, 2016. All other terms and conditions of this amended contract shall remain the same. This project is funded with Federal CDBG-DR funds from the 2013 program year.

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

Mar-3-2016-173

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to sign an agreement between Jefferson County, Alabama and CGI Communications, Inc. CGI Communications will provide videos to showcase various aspects of Jefferson County including Community and Economic development, Workforce development, educational opportunities and quality of life activities. The contract is for one year and may be renewed up to three years. Jefferson County will assume no cost or liability for this project.

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

Mar-3-2016-174

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to execute the Department of Justice Agreement with the University of Alabama at Birmingham (UAB) for the Joint Adult Drug Court Grant (2015-DC-BX-0082). The agreement is in the amount of \$88,351.00 and is for the period October 1, 2015 through September 30, 2016.

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

Mar-3-2016-175

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to execute a Department of Health and Human Services Agreement 1H79T1026130 with the University of Alabama at Birmingham (UAB) for family drug court services. The agreement is in the amount of \$309,691.00 and is for the period September 30, 2015 through September 29, 2016.

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

Mar-3-2016-176

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is hereby authorized to execute an agreement with the University of Alabama at Birmingham (UAB) for Joint Adult Drug Court Services provided for a grant between Jefferson County, Alabama and the U.S. Department of Health and Human Services (1H79T1026406-01). This agreement is 100% federal funds in the amount \$312,001.00 and is for the period of September 30, 2015 through September 29, 2016.

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

Mar-3-2016-177

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is hereby authorized to execute an agreement with the University of Alabama at Birmingham (UAB) for Enhanced Juvenile Drug Court services provided from a SAMHSA grant awarded to Jefferson County, Alabama (1H79T1025496-02). This agreement is for year two of the grant and adds an additional \$293,868.00 that are 100% federal funds and is for the period of September 30, 2015 through September 29, 2016.

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

Mar-3-2016-178

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President, be hereby authorized, empowered and directed to execute a letter associated with the pay request provision in the contract between Jefferson County, Alabama and Richardson Construction Company, Inc., for the Pleasant Grove Storm Shelter Project. The purpose of the letter is to authorize Jefferson County to pay proceeds to a third party, National Escrow Inc. This action is required by the bonding company acquired by Richardson Construction Company, Inc. There is no additional cost associated with this letter. The project is funded by CDBG-DR funds and from 2012 program year.

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

Mar-3-2016-179

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

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

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

Now, Therefore Be It Resolved, by the Jefferson County Commission that the President is authorized and hereby directed to execute the Finding of No Significant Impact for the Tarrant Water Improvements (CD14-03J-M-TWI).

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

Mar-3-2016-180

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

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

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

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

Now, Therefore Be It Resolved, by the Jefferson County Commission that the President is authorized to consent and on behalf of the applicant, to accept jurisdiction for the enforcement of all aforesaid responsibilities, and is hereby authorized once the fifteen (15) day comment period has expired to execute and submit to the U.S. Department of Housing and Urban Development (HUD) a "Request for Release of Funds Certification" and documents for Tarrant Water Improvements (CD14-03J-M-TWI) from the Community Development Block Grant Program.

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

Mar-3-2016-181

Whereas, the Housing and Community Development Act of 1974, as amended, requires that certain environmental clearance procedures must be performed before implementing any grant funds from the Department of Housing and Urban Development for the Community Development Block Grant Disaster Relief funds; and

Whereas, the Jefferson County Office of Human-Community Services and Economic Development has completed the Federally mandated Environmental Review for the project as required by applicable laws and regulations; and

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

Now, Therefore Be It Resolved, by the Jefferson County Commission that the President, James A. Stephens is authorized, directed and empowered to execute the Certification of Categorical Exclusion (not subject to §58.5) and the Documentation of Compliance with 24 CFR 58.6 for the Adger Storm Shelter (B-13-US-01-0001).

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

Mar-3-2016-182

Whereas, the Housing and Community Development Act of 1974, as amended, requires that certain environmental clearance procedures must be performed before implementing any grant funds from the Department of Housing and Urban Development under the Community Development Block Grant funds; and

Whereas, the Jefferson County Office of Human-Community Services and Economic Development has completed the Federally mandated Environmental Review for the project as required by applicable laws and regulations; and

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

Now, Therefore Be It Resolved, by the Jefferson County Commission that the President, James A. Stephens is authorized, directed and empowered to execute the Certification of Categorical Exclusion (not subject to §58.5) and the Documentation of Compliance with 24 CFR 58.6 for the Martintown Senior Center Improvements II project for PY15.

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

Mar-3-2016-183

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that, upon completion of the assumption of the Spring Gardens III and Spring Gardens IV loans (the "Loans") as previously approved by the Jefferson County Commission on December 3, 2015 and recorded in Minute Book 169, Page 147-148, the Jefferson County Assisted Housing Corporation n/k/a Navigate Affordable Housing Partners, Inc., shall be released of liability under said Loans contingent upon JCHA Housing & Development Corp.'s delivery of a guaranty agreement relating to said Loans.

NOW THEREFORE BE IT FURTHER RESOLVED that the President of the Jefferson County Commission is hereby authorized to execute all documents necessary to effectuate the above-referenced transactions.

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

Mar-3-2016-184

WHEREAS, the Jefferson County Office of Senior Citizens provides numerous valuable and indispensable services for the senior citizens of Jefferson County, including but not limited to providing nutritional meals to the homebound senior citizens of Jefferson County; and

WHEREAS, it is essential that the County provides our homebound senior citizens with these nutritional meals; and

WHEREAS, the current vendor contracted to perform these services has notified the County that they will no longer be able to perform these services; and

WHEREAS, Ala. Code Section 41-16-23 (1975) provides that in cases of emergency affecting public health and convenience contracts may be let to the extent necessary to meet the emergency; and

WHEREAS, the termination of these services has created a public health and convenience emergency which necessitates that the County immediately enter into a temporary emergency contract to ensure that homebound senior citizens continue to receive necessary nutritional meals.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that in order to provide uninterrupted delivery of meals to its homebound senior citizens the Jefferson County Commission President is hereby authorized to enter into a contract with United Way to provide these necessary services.

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

Mar-3-2016-185

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Volkert, Inc. to provide assessment of the TransPro program in the amount of \$48,335.

AGREEMENT FOR

ASSESSMENT OF TRANSPRO PROJECT AND BRIEFING COMPONENTS

This Agreement made this _____ day of _____, 2015, by and between Jefferson County in the State of Alabama (hereinafter referred to as the COUNTY), and Volkert, Inc. (hereinafter referred to as the CONSULTANT).

WHEREAS, CONSULTANT shall provide all professional services necessary for the evaluation and assessment of the Project and Briefing components of TransPro to include as a final deliverable, a summary report of findings, conceptual design and recommendation for an upgrade of the components.

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

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

W I T N E S S E T H

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

The CONSULTANT, in the evaluation and assessment and any other items pertaining thereto for this project, will ascertain the written practices of the Department of Roads & Transportation and the Department of Information Technology prior to beginning any work on this project. All work required under this AGREEMENT will be performed in accordance with these standard practices, and any special requirements hereinafter set forth. All work performed by the CONSULTANT under this AGREEMENT will be subject to the review, approval and acceptance of the COUNTY.

ARTICLE I – SCOPE OF WORK

The CONSULTANT will perform certain professional services related to the evaluation and assessment of identified portions of TransPro as follows:

SECTION 1 – GENERAL SERVICES

TASK A: Evaluation of Existing TransPro System

- A-1 Perform Kick-Off Meeting to confirm goals and objectives. Distribute minutes of the meeting to all attendees.
- A-2 Review and evaluate existing reports for the projects and briefing.
- A-3 Review and evaluate existing databases.
- A-4 Review and evaluate source code.

TASK B: Conduct Preliminary Needs Assessment

- B-1 Interview COUNTY personnel.
- B-2 Compile and summarize comments.
- B-3 Identify additional needs.
- B-4 Determine modifications required.
- B-5 Perform conceptual design.
- B-6 Generate Summary Report of findings.
- B-7 Present and discuss Report with COUNTY personnel.
- B-8 Finalize Report and develop scope of work for next phase of upgrade of TransPro components.

ARTICLE II - OBLIGATION OF COUNTY TO CONSULTANT

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

- A. Communicate project needs and priorities to the CONSULTANT.
- B. Provide access to appropriate COUNTY staff.
- C. Provide the CONSULTANT with access to systems environment and databases, as required.
- D. Provide single point-of-contact for Project.

ARTICLE III – TIME OF BEGINNING AND COMPLETION

- A. The CONSULTANT agrees to start work on the professional services outlined under Article I of this AGREEMENT with ten (10) days after receipt of written Notice to Proceed from the COUNTY. The COUNTY will not notify the CONSULTANT to commence work until both parties have formally approved this AGREEMENT.
- B. The CONSULTANT agrees to complete all work contemplated in this Agreement within four (4) months after written "Notice to Proceed". The CONSULTANT shall be granted additional time and not be penalized for delays resulting from events or occurrences beyond the CONSULTANT's control.
- C. In case the COUNTY deems it advisable or necessary in the execution of the work to make any alteration that will increase or decrease the Scope of Work outlined in this Agreement, the time limits specified herein may be adjusted in accordance with Article VI, Section 1.

ARTICLE IV– PAYMENT

SECTION 1 – FEES

The CONSULTANT agrees to provide professional services for all services included in ARTICLE 1 – Scope of Work and the COUNTY agrees to pay the CONSULTANT as compensation for its services on an hourly basis plus direct expenses, at the billing rates specified below:

Supervisor	\$205.00/Hour
Project Manager	\$180.00/Hour
Level 2 Professional	\$135.00/Hour
Level 1 Professional	\$100.00/Hour

Total fees for performance of general services shall not exceed \$48,330.00 without written authorization from the COUNTY. Payment will be made in monthly installments and in amounts relative to the progress of the work and subject to such evidence of performance as the COUNTY may deem necessary. COUNTY shall pay all costs associated with additional services authorized by the COUNTY.

SECTION 2 – INVOICES

CONSULTANT shall submit its invoices to COUNTY on a monthly basis. Invoices are due and payable within 30 days of receipt.

SECTION 3 – PAYMENTS

Payment shall be made payable to Volkert, Inc. and submitted to the following address:

Department #2042, Volkert, Inc.

P. O. Box 11407

Birmingham, AL 35246-2042

SECTION 4 – FINAL ACCEPTANCE

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

ARTICLE V – MISCELLANEOUS PROVISIONS

SECTION 1 – CHANGES OF WORK

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

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

SECTION 2 – OWNERSHIP OF 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. Any use of such Documents by COUNTY or others on any project other than the Project which is the subject of this Agreement is not advised and shall be done without warranty, representation, or liability to any extent whatsoever on the part of CONSULTANT. To the extent allowed by law, COUNTY shall defend, indemnify, save and hold harmless CONSULTANT, its officers, directors, employees, agents, successors, and assigns against any and all liability for any and all claims, demands, fines, fees, damages, actions, causes of action, lawsuits, expenses (including attorneys' fees), mediations, and arbitrations arising out of, resulting from, or relating in any way to the COUNTY'S use of such Documents.

SECTION 3 – CONSULTANT'S ENDORSEMENT

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

SECTION 4 – DELAYS AND EXTENTIONS

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

SECTION 5 – TERMINATION OR ABANDONMENT

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

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

AGREEMENT shall be determined. In determining the value of the work performed, the COUNTY shall consider the following:

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

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

SECTION 6 – CONTROVERSY

If a dispute arises out of or relates to this Agreement or its alleged breach, the COUNTY and CONSULTANT shall direct their representatives to endeavor to settle the dispute first through direct discussions. If the dispute cannot be resolved through direct discussions, the COUNTY and CONSULTANT shall participate in non-binding mediation prior to proceeding to litigation.

SECTION 7 – RESPONSIBILITY FOR CLAIMS AND LIABILITY

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

The CONSULTANT agrees to indemnify and hold harmless the COUNTY, its elected officials, officers and employees (hereinafter referred to in this paragraph collectively a "COUNTY"), for damages, losses and expenses (including reasonable attorney's fees) to the extent caused by the negligent acts, errors and omissions in the performance of CONSULTANT's and consultant's subcontractors', agents', and employees' services hereunder. Nothing contained in this paragraph should be construed to obligate the CONSULTANT to indemnify the COUNTY for its own negligence, the negligence of its contractors or subcontractors or others.

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

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

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

SECTION 8 – GENERAL COMPLIANCE WITH LAWS

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

SECTION 9 – SUBLETTING, ASSIGNMENT OR TRANSFER

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

SECTION 10 – EMPLOYMENT OF COUNTY WORKER

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 COUNTY.
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 there from, except the use of the facility being designed as enjoyed by the general public.

SECTION 11 – CONTROL

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

SECTION 12 – CONDITIONS AFFECTING WORK

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

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

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

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

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

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

ARTICLE VI

SECTION 1 – EXECUTORY CLAUSE

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

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

ARTICLE VII

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 VIII

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

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

ARTICLE IX

IN WITNESS WHEREOF the Parties have caused this AGREEMENT to be executed by their duly authorized representatives this _____ day of _____ 2015.

RECOMMENDED:	VOLKERT, INC.
Tracy A. Pate, P.E.	Kirk Mills, P.E.
Interim Director/County Engineer	Vice President
ATTEST:	JEFFERSON COUNTY, ALABAMA
Minute Clerk	James A. Stephens, President - Jefferson County Commission

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

Mar-3-2016-186

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and the City of Gardendale regarding maintenance of select roadways within the municipality.

AGREEMENT BETWEEN JEFFERSON COUNTY, ALABAMA AND THE CITY OF GARDENDALE, ALABAMA REGARDING MAINTENANCE OF SELECT ROADWAYS WITHIN THE AREA OF THE MUNICIPALITY

WHEREAS, the City of GARDENDALE, Alabama, hereinafter referred to as "City", and Jefferson County, Alabama, hereinafter referred to as "County", are desirous of entering into this Agreement for the public purpose of maintenance and repair of certain roadways and/or portions of certain roadways located both within and without the City's corporate limits and municipal jurisdiction

WHEREAS, the City desires to make certain improvements to that portion of Fieldstown Road from approximately 100 west of Comelius Drive easterly to Lane Drive depicted on Exhibit "A" pursuant to that certain ATRIPS Project No. (the "Assumed Roadway"), and in connection therewith, to assume the maintenance of the Assumed Roadway; and

WHEREAS, the law of the State of Alabama authorizes local governments to contract with one another for the maintenance of roadways.

WHEREAS, the City is willing to enter into an agreement with the County for the maintenance of the Assumed Roadway as specified in this Agreement.

WHEREAS, the Federal Highway Administration sets a system for classification of roads, and by such classification these roads are eligible for funding at the State and Federal level and must meet the requirements of the funding programs of same.

WHEREAS, the undersigned parties agree it is in their best interest to have an agreement outlining the responsibilities of the parties as it relates to the Assumed Roadway specified in this Agreement

NOW THEREFORE, in consideration of the above recitals and covenants contained herein, the parties agree as follows:

1. It is hereby acknowledged and agreed by the County and the City that the responsibilities for improving, maintaining and repairing the Assumed Roadway shall be accepted by the City.
2. Each party to this Agreement shall designate an individual (hereinafter "Administrator"), who may be designated by title or position, to oversee and administer such party's participation in this Agreement. The County's designated Administrator shall be the following individual:

Director of Roads and Transportation/County Engineer
Room A200 Courthouse
716 Richard Arrington Jr. Blvd N
Birmingham, AL 35203

The City's designated Administrator shall be the following:

Director of Public Works
City of Gardendale, Alabama
PO Box 889
Gardendale AL 35071

3. Any and all maintenance performed by the City on the Assumed Roadway shall be at the direction and discretion of the Administrator for the City and shall include the following items within the right-of-way of the Assumed Roadway:

A. Roadway Surface and Roadbed Maintenance

B. Guardrails

C. Drainage - the City shall maintain the drainage of cross drains under the road. The City will maintain drainage of the roadside ditches. The County agrees to maintain drainage of the roadside ditches not maintained by the City and described below.

D. Vegetation - The City will manage the vegetation along the right-of-way only.

E. Utilities - The City will review applications for permit, direct, and inspect all utilities to be placed within the right-of-way of the roadway in accordance with its Subdivision and Construction Regulations.

F. Debris - The City will pick up debris placed along the right-of-way as required for Federal and State declared storm events and/or by specific Resolution of the City Council.

G. Other - The City is considered to have permission from the County to perform services not expressly named in this document within the right-of-way of the Assumed Roadway that are considered to be in the best interest of public safety (such as sand application during an ice or snow event).

4. The City shall have additional responsibility for maintenance and installation of the following:

A. Traffic Control - This includes, but is not limited to, striping, markings, signals, signage, and all associated items along this roadway and serving the driveway and side roadway connections along the Assumed Roadway. Note: Replacement of the striping and other pavement markings (as applicable) following resurfacing shall be considered as incidental duties to the City's responsibilities for roadbed maintenance.

B. Drainage - Any roadside drains, such as driveway or yard pipe, associated boxes, bridges over the ditch, etc. for the purpose of providing access to parcels located within the County within the limits of the Assumed Roadway shall be not be installed without permission from the City and installed per the City's direction to the private individual. The County will not maintain continuity of flow on any side drains that are installed by the City and/or an individual or private entity (hereinafter "third party"). Any failed roadside drains or associated structure installed by a third party must be repaired and/or replaced by said third party. Zoning and Development Controls/Access - The City shall be responsible for zoning and development controls along the Assumed Roadway. The County shall consult with the City concerning access permissions within the limits of the Assumed Roadway for parcels within the County.

C. Best Management Practices - The City shall be responsible for ensuring that any construction adjacent to the Assumed Roadway has controls in place to protect the water quality and control the water quantity being discharged to the right-of-way of the roadway. Any costs billed to the County for cleanups or ADEM violations as a result of the City's failure to maintain these controls shall be billed to the City for reimbursement.

D. Pedestrian Ways - Any sidewalks, crosswalks, disabled access ramps, or other features of this nature shall be the responsibility of the City.

E. Litter - Pickup and clearing of litter shall be the responsibility of the City. Any associated ordinances or signing shall fall under Item 1 - Traffic Control.

F. Debris - Pickup and clearing of debris (such as yard clippings and construction waste) shall be the responsibility of the City.

G. Encroachments - The City and County shall not permit or allow fixed objects within the right-of-way or clear zone of the Assumed Roadway that could be considered a safety hazard per ALDOT specifications. (Example: illegal signs, fences, retaining walls, headwalls, non-breakaway mailboxes, etc.)

H. Right of Way-The County Administrator shall notify the City Administrator in writing of any proposed work within the right-of-way of the Assumed Roadway.

5. The City shall perform all listed City responsibilities. Should the City not perform the responsibilities, the County is authorized to perform the work that must be done in the interest of public safety and/or improving any situations that without attention would adversely impact the eligibility of said roadway for State and/or Federal funds. Except in cases of an actual emergency, the County agrees to provide reasonable notice to the City along with a cost estimate prior to performing any road work. The County will provide notice to the City prior to undertaking a necessary repair. The County may bill the City for the costs incurred by the County for labor, equipment, and materials, for said work. As such, the City must maintain its portion of the items so that any existing ongoing project and/or maintenance accountability by County to State and Federal agencies is not negatively impacted.

6. If there are any discrepancies between this Agreement and State or Federal Law, the State or Federal Law shall govern.

7. In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, policies, rules, or regulations. If any cause, claim, suit, action, or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

8. This Agreement will remain in full force and effect and will not be amended and/or terminated prior to its expiration except by the

mutual written consent of the parties referenced herein. The parties acknowledge and agree that this Agreement is contingent upon governmental funding and legislative appropriations. In the event that funding from any source is withdrawn, reduced, limited, or not appropriated after the effective date of this Agreement, the parties agree to negotiate in good faith to reduce the obligations of the City as it relates to maintenance of the subject roadways, including but limited to eliminating roadways to be maintained and/or termination of this Agreement.

JEFFERSON COUNTY COMMISSION

CITY OF GARDENDALE

James A. Stephens, President

_____, Mayor

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

Mar-3-2016-187

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and the City of Kimberly, Alabama to provide maintenance of select roadways in the municipality.

AGREEMENT BETWEEN

JEFFERSON COUNTY, ALABAMA AND THE CITY OF KIMBERLY, ALABAMA
REGARDING MAINTENANCE OF SELECT ROADWAYS WITHIN THE MUNICIPALITY

WHEREAS, the City of KIMBERLY, Alabama, hereinafter referred to as "City", and Jefferson County, Alabama, hereinafter referred to as "County", are desirous of entering into this Agreement for the public purpose of maintenance and repair of certain roadways and/or portions of certain roadways located within the City's corporate limits and municipal jurisdiction.

WHEREAS, the City desires to secure County services for the maintenance of certain roadways and/or portions of certain roadways located in the City; and

WHEREAS, the law of the State of Alabama authorizes local governments to contract with one another for the maintenance of roadways; and

WHEREAS, the County is willing to enter into an agreement with the City for the maintenance of roadways specified in this Agreement; and

WHEREAS, the County deems these roads to be of importance to the connectivity within the County where mobility is primarily over service to adjacent parcels, and movements should be of a controlled nature such to promote said mobility; and

WHEREAS, the Federal Highway Administration sets a system for classification of roads, and by such classification these roads are eligible for funding at the State and Federal level and must meet the requirements of the funding programs of same; and

WHEREAS, the undersigned parties agree it is in their best interest to have an agreement outlining the responsibilities of the parties as it relates to the roadways specified in this Agreement.

NOW THEREFORE, in consideration of the above recitals and covenants contained herein, the parties agree as follows:

The roads and portions of roads located in the jurisdictional limits of the City and listed below are hereby acknowledged and accepted by Jefferson County for maintenance per the terms of this agreement. The roads and portions of roads to be maintained are bound by the jurisdictional limits of the municipality as of the date of this agreement and as shown in Exhibit A attached hereto. The roads to be included in this agreement are as follows:

1. County Road 131 (also known as/aka Morris-Majestic Road)
2. County Road 144 (also known as/aka Sardis Road)
3. County Road 133 (also known as/aka Bill Jones Road)
4. County Road 152 (also known as/aka Self Creek Road)
5. Kimberly-Warrior Road (also known as/aka Warrior-Kimberly Road)
6. Kimberly Cut Off Road
7. Stouts Road (the portion north of Kimberly Cutoff Road to Alabama Highway 31)

No other road and/or portion of road will be maintained by the County unless written notification is provided to the Director of the Jefferson County Roads and Transportation Department of the additional roadway to be considered, AND the agreement is brought before the Jefferson County Commission and approved by same.

Notice:

Each party to this agreement shall designate an individual (hereinafter "Administrator"), who may be designated by title or position,

to oversee and administer such party's participation in this Agreement. The County's designated Administrator shall be the following individual:

Director of Roads and Transportation/County Engineer
Room A200 Courthouse
716 Richard Arrington Jr. Blvd N
Birmingham, AL 35203

The City's designated Administrator shall be the following:

Director of _____

County's Responsibilities:

Any and all maintenance performed by the County on the subject roadway shall be at the direction and discretion of the Administrator/County Engineer and shall include the following items within the right-of-way of the subject roadways:

1. Roadway Surface and Roadbed Maintenance
2. Guardrails
3. Drainage – the County shall maintain the drainage of cross drains under the road. The County will work in conjunction with the City to maintain drainage of the roadside ditches. The County agrees to maintain drainage of the roadside ditches not maintained by the City and described below.
4. Vegetation – The County will manage the vegetation along the right-of-way only.
5. Utilities – The County will review applications for permit, direct, and inspect all utilities to be placed within the right-of-way of the roadway in accordance with Article 6 of the Jefferson County Subdivision and Construction Regulations.
6. Debris - The County will pick up debris placed along the right-of-way as required for Federal and State declared storm events and/or by specific Resolution of the County Commission.
7. Bridges –The County shall only be responsible for the following bridges:
Kimberly-Warrior Road over Lick Creek-BIN No. 015798

These bridges shall be maintained by the County as per the requirements of the National Bridge Inspection Standards ("NBIS") program. Should these bridges become structurally deficient or functionally obsolete and are deemed as needing significant repairs or replacement as determined by ALDOT, the County will make application to available State and Federal Funding programs through ALDOT to seek replacement, but the City shall share in the costs to the County at 50% of the County's portion due to ALDOT.

8. Other – The County is considered to have permission from the City to perform services not expressly named in this document within the right-of-way of the roadway that are considered to be in the best interest of public safety (such as sand application during an ice or snow event).

City's Responsibilities:

The City of shall be responsible for maintenance and installation of the following:

1. Traffic Control - This includes, but is not limited to, striping*, markings, signals*, signage, and all associated items along this roadway and serving the driveway and side roadway connections along this roadway. The City shall also make available to the County services such as police for the temporary traffic control as may be necessary to direct traffic through a work zone. Note: Replacement of the striping and other pavement markings (as applicable) following resurfacing shall be considered as incidental duties to the County's responsibilities for roadbed maintenance. Any revisions to existing pavement markings shall be agreed upon by the City and County prior to resurfacing operations per the notice as detailed below.
2. Drainage – Any roadside drains, such as driveway or yard pipe, associated boxes, bridges over the ditch, etc., shall be installed per the City's direction to the private individual (subject to inspection by the County). The County will only maintain the continuity of the flow within the ditch, and will not maintain continuity of flow on any side drains that are installed by the City and/or an individual or private entity (hereinafter "third party"). Any failed roadside drains or associated structure installed by a third party must be repaired and/or replaced by said third party. In cases where the failure of such drain poses an imminent threat to the roadbed, the County will notify the City Administrator. Should the City not take action within a reasonable time, the County will restore the flow and stabilize the roadbed in the most efficient manner possible. However, the City shall be responsible for restoring access to adjacent parcels and replacement of the structure. If the County has to replace the structure to maintain the roadbed, the work shall be billed based on the costs to the County.
3. Zoning and Development Controls/Access – The City shall remain responsible for zoning and development controls along the roadway. The City agrees that all engineering plans for access to this roadway (roadway, drainage, or utility) shall be reviewed and inspected by the County Administrator and his/her staff. The County Administrator shall notify the City Administrator if the construction has not been completed in accordance with County specifications.
4. Best Management Practices – The City shall be responsible for ensuring that any construction adjacent to the roadway has controls

in place to protect the water quality and control the water quantity being discharged to the right-of-way of the roadway. Any costs billed to the County for cleanups or ADEM violations as a result of the City's failure to maintain these controls shall be billed to the City for reimbursement.

5. Pedestrian Ways – Any sidewalks, crosswalks, disabled access ramps, or other features of this nature shall be the responsibility of the city.
6. Litter – Pickup and clearing of litter shall be the responsibility of the city. Any associated ordinances or signing shall fall under Item 1 – Traffic Control.
7. Debris – Pickup and clearing of debris (such as yard clippings and construction waste) shall be the responsibility of the city except as noted for storm events under the County section of responsibilities.
8. Encroachments – The City shall not permit or allow fixed objects within the right-of-way or clear zone of the roadway that could be considered a safety hazard per ALDOT specifications. (Example: illegal signs, fences, retaining walls, headwalls, non-breakaway mailboxes, etc.)
9. Right of Way-The City Administrator shall notify the County Administrator in writing of any proposed work within the right-of-way of the above listed roadways. All work shall be reviewed and inspected by the County Engineer and his/her staff and determined to meet County specifications as determined by the County Engineer.

The City shall perform all listed City responsibilities. Should the City not perform the responsibilities, the County is authorized to perform the work that must be done in the interest of public safety and/or improving any situations that without attention would adversely impact the eligibility of said roadway for State and/or Federal funds. Except in cases of an actual emergency, the County agrees to provide reasonable notice to the City along with a cost estimate prior to performing any road work. The County will provide notice to the City prior to undertaking a necessary repair. The County may bill the City for the costs incurred by the County for labor, equipment, and materials, for said work. As such, the City must maintain its portion of the items so that any existing ongoing project and/or maintenance accountability by County to State and Federal agencies is not negatively impacted.

If there are any discrepancies between this agreement and State or Federal Law, the State or Federal Law shall govern.

The City acknowledges and agrees that the County has no responsibility for the maintenance and/or control of any other roads located within the jurisdictional limits of the City.

Liability related to City Ordinances, Policies, Rules and Regulations:

In executing this agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, policies, rules, or regulations. If any cause, claim, suit, action, or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

Termination of Agreement:

This agreement will remain in full force and effect and will not be amended and/or terminated except by the mutual written consent of the parties referenced herein. The parties acknowledge and agree that this Agreement is contingent upon governmental funding and legislative appropriations. In the event that funding from any source is withdrawn, reduced, limited, or not appropriated after the effective date of this agreement, the parties agree to negotiate in good faith to reduce the obligations of the County as it relates to maintenance of the subject roadways, including but limited to eliminating roadways to be maintained and/or termination of this agreement.

JEFFERSON COUNTY COMMISSION

CITY OF KIMBERLY

James A. Stephens, President

Robert Ellerbrock, Mayor

*Jefferson County can maintain signals and centerline and edge striping per separate reimbursable agreement should the city desire to obtain these services.

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

Mar-3-2016-188

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Engineering Design Technologies for the design and contract plans for the bridge replacement on Bradford Trafford Road over Gurley Creek in the amount of \$435,458.

AGREEMENT FOR ENGINEERING SERVICES

This agreement made this _____ day of _____, 2016, by and between Jefferson County in the State of Alabama (hereinafter referred to as the COUNTY), and Engineering Design Technologies, Inc. (hereinafter referred to as CONSULTANT).

WHEREAS, CONSULTANT shall provide all professional services necessary for the design and production of complete roadway plans, including corridor study necessary for an anticipated Project Engineering Record, field surveys, preliminary roadway plans, preliminary bridge plans, right-of-way map, tract sketches, deeds, and final roadway and bridge plans for the Bridge Replacement and Approaches on CR-121 (Bradford Trafford Road) Over Gurley Creek, Jefferson County, Alabama.

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

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

W I T N E S S E T H

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

The CONSULTANT, in the preparation of plans and any other items pertaining thereto for this project, will meet the requirements for conformance with the Standards adopted by AASHTO, Alabama Department of Transportation (hereinafter referred to as the STATE) Standards and Specifications and will ascertain the written practices of the STATE and COUNTY prior to beginning any work on this project. All work required under this AGREEMENT will be performed in accordance with these standard practices, and any special requirements hereinafter set forth. All work performed by the CONSULTANT under this AGREEMENT will be subject to the review, approval and acceptance of the COUNTY, STATE and Federal Highway Administration. In addition, all work to be performed as set forth in the Procedural Guidelines for County Projects, Bureau of County Transportation, ALDOT.

ARTICLE I – SCOPE OF WORK

The CONSULTANT will prepare corridor base maps, identify features and environmentally sensitive areas, secure corridor approval, perform necessary field surveys and mapping, prepare preliminary roadway and bridge plans, and prepare contract roadway and bridge plans for the Replacement of the Existing Bridge on CR-121 (Bradford-Trafford Road) Over Gurley Creek and Approaches, a distance of approximately 0.30 miles. These improvements are to facilitate the replacement of a structurally deficient bridge over Gurley Creek. It is anticipated that these improvements will generally be made along the existing alignment of CR-121 (Bradford-Trafford Road) under a Project Engineering Record. The work performed by the CONSULTANT will include the corridor studies; field survey and mapping; preliminary bridge plans, right-of-way map, tract sketches and deeds and contract plans all as follows:

SECTION 1 – CORRIDOR STUDIES

TASK A: PRELIMINARY CORRIDOR INVESTIGATIONS

- A-1 Plan work shall not begin until traffic data has either been supplied by STATE or STATE has approved data.
- A-2 Study COUNTY supplied digital U.S.G.S. quadrangle maps and raster photography in conjunction with on-site review.
- A-3 Identify environmentally sensitive areas on base maps supplied by the COUNTY.
- A-4 Meet with the COUNTY to present the corridor base map with environmentally sensitive areas labeled.
- A-5 Prepare initial plan/profile sheet(s) and other data as required in the Procedural Guidelines to submit to STATE for hydraulic site inspection.
- A-6 Consult with various agencies to determine environmental requirements.

TASK B: ALTERNATIVE UPGRADING STUDIES

- B-1 Based on project design considerations mutually agreed upon between the CONSULTANT, the COUNTY, and the Bridge Bureau, the CONSULTANT will develop and study preliminary designs on a scale of 1"=100' or as approved by the COUNTY as required to determine feasibility showing edge of pavements, construction limits, break points and nominal right-of-way width. Profiles for the centerline of the project and cross streets will be developed as required to assure workability at a suitable scale as approved by the COUNTY.
- B-2 CONSULTANT shall prepare schematic drainage layout of any major drainage improvements that may affect the right-of-way requirements. Identify on the base map the major drainage structures.
- B-3 CONSULTANT shall tabulate approximate right-of-way requirements for the preliminary design and submit seven (7) copies of prints to the COUNTY for right-of-way and utility estimates and hazardous material coordination, which will be handled by the COUNTY. COUNTY shall develop right-of-way cost estimates for each alternate design from estimated values of required properties and relocation assistance costs for all required properties. Impacts to commercial properties should also be considered, in particular, the ability of the affected business to remain in operation in the event of a partial acquisition. Develop preliminary costs for typical roadway sections and relocation of major utilities, as applicable for each design.
- B-4 CONSULTANT shall perform Environmental Analysis as follows:

1. Conduct social, economic and environmental studies sufficient to comply with FHWA Technical Advisory T6640.8A dated October 30, 1987 and 23 CFR, Part 771. The archeological and standing structures phase of the cultural resources survey will identify site(s) and structures that will be affected by alternates carried forward in the environmental document. Personnel conducting the work must meet US Department of the Interior (DOI) Standards [36 CFR Part 61] and be approved by STATE. Fieldwork and reporting shall comply with the Alabama Historical Commission Standards. The cultural resources report will include a recommendation as to whether the archaeological site(s) and standing structures are eligible for the National Register of Historic Places. If there are resources recommended as eligible that cannot be avoided, a supplemental agreement may be implemented to determine if the site(s) are important for what can be learned by data recovery or if the site(s) warrant preservation in place. All scopes of work, man-day/fee proposals and budgets prepared by CONSULTANT must be reviewed and approved by COUNTY.

2. The CONSULTANT shall perform studies of endangered and threatened species in accordance with the Technical Advisory and Section 7 of the Endangered Species Act to the point where a "no effect" or a "may effect" determination can be made for each alternative under consideration. In the event of a "may effect" determination, additional studies may be required for Formal Consultation with the U.S. Fish and Wildlife Service. If additional studies are required, the COUNTY may enter into a supplemental agreement with the CONSULTANT. Reports and data justifying this determination must be supplied to the COUNTY along with a proposal for the work under the supplemental agreement. A wetland assessment will be performed for each alternative. The wetlands will be identified using criteria set forth in the U. S. Army Corps of Engineers 1987 "Manual for Delineating Wetland", however, a full delineation is not required. The wetland assessment does not require the completion of delineation forms, but will require the judgment of a wetlands specialist. The approximate limits of wetlands shall be marked on maps and quantified such that alternatives can be compared. A wetland evaluation report shall be submitted in accordance with T6640.8A.

3. The CONSULTANT shall furnish environmentally sensitive features and the cost for minimizing any adverse environmental effects for each alternate to be included in matrix to be developed by the COUNTY.

4. The CONSULTANT shall perform a Phase I Environmental Site Assessment for hazardous substances and petroleum products. This assessment should be conducted in accordance with FHWA'S Techniques and Approaches to Screen Right-of-Way-Initial Site Assessment. The CONSULTANT also shall fill out a Hazardous Materials Notification Form (HMNF) for each site(s) identified. In order to obtain needed information it is imperative that the HMNF be filled out accurately and completely. The CONSULTANT shall also conduct a file review at ADEM in order to determine if any known or potential hazardous substance site(s) are located within each alternate and provide such findings in writing to COUNTY. The CONSULTANT shall also provide a map to clearly delineate the extent of the site(s) in relation to alternative project alignments. For the preferred alternate, the CONSULTANT shall provide a map with the proposed and existing right-of-way. This information shall be submitted to the STATE Environmental Technical Section for review. The STATE Environmental Technical Section and STATE Hazardous Materials Section will provide the CONSULTANT with a cost estimate for the final environmental document. If Phase II investigations are warranted, a supplemental agreement is to be prepared to perform the additional work that is not included in this scope of work.

B-5 The CONSULTANT shall review each feasible alternate design taking into consideration the social, economic, and environmental effects of each feasible alternate. CONSULTANT shall prepare and submit for purpose of review by the COUNTY five (5) copies of a Project Engineering Record, complying with FHWA Technical Advisory T6640.8A dated October 30, 1987, and 23 CFR, Part 771. CONSULTANT shall not prepare Project Engineering Record until COUNTY is notified in writing by the Bureau of County Transportation. A template will be provided to the CONSULTANT. Upon receipt of review comments, CONSULTANT shall make any necessary corrections to the Project Engineering Record and resubmit five (5) copies with the original signature sheet to COUNTY for approval. After approval, CONSULTANT shall submit five (5) copies of the Project Engineering Record to the COUNTY for distribution. CONSULTANT shall make necessary changes as required by the Bureau of County Transportation.

SECTION 2- FIELD SURVEY

The CONSULTANT will perform the following as applicable:

TASK A – MOBILIZATION AND BASIC CONTROL SURVEY

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

A-2 The CONSULTANT will determine and contact all adjacent property owners throughout the length of the project prior to beginning any survey work. The CONSULTANT will make every effort to contact the property owners verbally and follow-up the contact with a confirmation letter documenting the contact. The CONSULTANT will use a standard letter format, which is to be furnished by the COUNTY. The CONSULTANT will furnish copies of property owner contact letters to the COUNTY.

A-3 A basic control survey will be performed by the CONSULTANT to locate and identify horizontal and vertical control points which will provide control in the project corridor and will be the basis of subsequent surveys. All surveying and mapping will be performed in

English units and in accordance with the Federal Highway Administration's current "Surveying and Mapping Manual". The basic control survey will be established using the North American Datum of 1983, 1992 adjustment (NAD83/92) datum, Alabama State Plane, U.S. Survey foot definition unless otherwise specified. Horizontal control work will be performed to at least horizontal geodetic Second Order Class II, and be tied to STATE furnished GPS points. When establishing control with GPS, the CONSULTANT will establish the necessary monuments using GPS Relative Positioning Techniques as specified in the "Geometric Geodetic Accuracy Standards and Specifications for Using GPS Relative Positioning Techniques, Version 5.0, and dated May, 1988, published by the Federal Geodetic Control Committee or the latest version thereof. Leveling will be performed to Third Order specifications. Project benchmarks will be monumented as required at intervals not to exceed 1000 feet along the project corridor and will be established to NAVD 88 datum unless otherwise specified. A final check level book containing all level loops and BM descriptions will be furnished to the COUNTY. The CONSULTANT will run a closure of the basic control survey to verify that the traverse qualifies for the specified classification accuracy. If the closure specification requirements are not met, sufficient additional surveying will be performed by the CONSULTANT to meet specification requirements. A closure diagram will be prepared by the CONSULTANT with a coordinate listing of all control points and submitted to the COUNTY for review and included on the project field map upon acceptance. All horizontal and vertical control work will be submitted to the COUNTY prior to beginning any data collection. The CONSULTANT will immediately notify the COUNTY if there are any problems associated with any control provided by the STATE. The CONSULTANT will furnish the COUNTY field notes, sketches, and adequate descriptions of the control traverses or control points in the form of a control report. The report will include but not be limited to control schematics, control descriptions, computer closure printouts and how to reach descriptions. Computer closure printouts will include raw, unadjusted angular and linear closures. A printout showing closure results of balanced angles and distances will also be submitted. All reports and descriptions will be delivered as hard copy and in Microsoft Word Document files. Wooden survey hubs are not permitted as traverse or control points on any control survey.

A-4 Copies of the latest recorded deed for each adjacent property will be obtained by the CONSULTANT from courthouse records. For those properties located in a subdivision, copies of plats will be obtained. In addition, a copy of the latest county tax map and plat will be obtained. Copies of all deeds, plats, and tax maps will be furnished to the COUNTY. The CONSULTANT will tie sufficient property corners of adjacent properties as well as any section corners within the project corridor. Fence lines or other evidence of property lines shall also be obtained. The CONSULTANT is to plot all properties on the project field map showing ownership, deed book, and page number(s) from the latest recorded deed and station, offset, size, and type of monument of all property corners and section corners tied in the field. A property insert drawn to a suitable scale is to be included for properties extending off the field map.

TASK B - PROJECT ALIGNMENT, PROFILE, AND DATA GATHERING

B-1 The CONSULTANT will establish by ground survey the proposed centerline of construction at 100-foot intervals. Ground profiles for the project centerline will be obtained at intervals not to exceed 100 feet and at all significant breaks in the ground line. All P.C.'s, P.T.'s, P.O.T.'s and other critical points necessary to reestablish the project centerline will be set and referenced with capped irons labeled with appropriate station by the CONSULTANT. A minimum of one bronze disc monument will be set in each interchange quadrant as permanent project control reference points. A reference diagram with angles and distances will be shown as a part of the field map for each point referenced.

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

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

B-4 The CONSULTANT will obtain stream topo and data to a minimum distance of 500 feet each way from the project centerline and in accordance with applicable provisions of Chapter 3 of the STATE Hydraulic Manual. Information for the drainage DTM is to be gathered as described in the manual.

B-5 Drainage areas for the project will be defined and a schematic drainage area map prepared and furnished to the COUNTY. High water elevation, drainage areas, flood profile, etc., will be obtained and shown as described in Chapter 3 of the STATE Hydraulic Manual or otherwise at the direction of the COUNTY. The HYD-100 and HYD-101 forms referenced in Chapter 3 are to be completed within this task. A videocassette showing each drain and pertinent existing drainage structures will be provided to the COUNTY.

B-6 Cross sections will be obtained by the CONSULTANT at intervals not to exceed 100 feet and at all significant ground line breakpoints on the mainline and along side road traverses, or the density of ground shots for the DTM will be to a level sufficient to extract cross sections

on 100 foot intervals, plot construction limits, and determine earthwork quantities.

TASK C - UTILITY SURVEYS

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

Utility ownership and address of owner.

The CONSULTANT will obtain horizontal position of all utilities. All utility information will be gathered and included on the project utility map in accordance with the STATE's Surveying Services Attachment (Revised 01-13-09) found on the STATE's Consultant Management website. The term "Utility" shall be understood to include, but not be limited to, all privately, publicly, or cooperatively owned lines, facilities, and systems for producing, transmitting, or distributing communications, power, electricity, light, gas, oil, crude products, water, steam, waste, storm water not directly connected with highway drainage, and other similar commodities, including publicly owned fire and police signal systems and street lighting systems, which directly or indirectly serve the public or any part thereof. The term "utility" shall also mean the utility company, inclusive of any wholly owned or controlled subsidiary.

TASK D - COMPILATION OF DATA AND DELIVERABLES

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

1. Ground profile map along proposed project centerline with proposed grade line. The map should include all information on drainage areas, runoff coefficients, 50-year flow rate, existing drainage structure information, and historical high water elevations. Horizontal PC & PT Stations along with the Deflection Angle, Direction and Radius for all curves will be shown on the profile map. All traverse ties should also be shown with appropriate station equations. Profile maps should also be made for each traverse representing centerline of existing roadway or highest rail.
2. Project field map consisting of all planimetric and property information.
3. Project utility map showing all utilities, owner's information, project alignment, and right-of-way.
4. Contour map plotted at a 2-foot contour interval showing project alignment and planimetrics.
5. Inroads Binary DTM file.

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

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

1. Mylar plot of the accepted field/utility map sealed with signature by a professional land surveyor in the State of Alabama.
2. Plot of the accepted profile map.
3. ASCII file containing all "control" coordinates in point number (p), northing (n), easting (e), elevation (z), and description (d), format.
4. ASCII file containing all final stationing in p, n, e, z, d format.
5. All final Station-Offset-Elevation (SOE) profile files on all alignments.
6. All final alignment reports for each horizontal alignment.
7. Final field book with all stationing, horizontal curve data, station equations, intersection angle ties, and reference point sketches. The point number should be placed beside each station, P.O.T., P.C., P.T., P.O.C., and equation point.
8. Check level book with all loops and BM's accurately described and referenced to project centerline with plus and distance where possible.
9. All survey files submitted according to the STATE CADD Standards.
10. Copies of all deeds, tax maps, subdivision plats, and property owner contact letters.
11. Copies of all HYD-100 and HYD-101 forms with hydrologic calculations attached.
12. Electronic and paper Quadrangle map with drainage areas outlined and proposed centerline labeled.
13. Videocassette showing each drain and pertinent existing drainage

SECTION 3 – PRELIMINARY ROADWAY & BRIDGE PLANS

PRELIMINARY ROADWAY PLANS

Phase I

1. Assemble and review all existing studies, plans and reports.
2. Develop design criteria for all roadways and submit to the COUNTY and STATE for review.
3. Develop typical sections.
4. Coordinate with railroad, utility owners and other companies as needed.
5. Meet with COUNTY and STATE/FHWA to determine alternatives to be carried forward.

Phase II

1. Prepare cost estimates for each alternate.

2. The CONSULTANT will complete the Form HYD-102 during the preliminary phase of design.
3. Meet with COUNTY and STATE/FHWA to determine design to be carried forward.

PRELIMINARY BRIDGE PLANS

1. Prepare preliminary span layouts (TS&L) plans for the required bridge and submit to the COUNTY and to the STATE Bridge Engineer. The CONSULTANT will make revisions to the plans received from the STATE.
2. Prepare cost estimates for each alternative bridge.

SECTION 4 – RIGHT-OF-WAY MAP, SKETCHES AND DEEDS

- A. The CONSULTANT will prepare a Right-of-Way (ROW) Map in accordance with all applicable ALDOT Memorandums and Standards, and submit to the COUNTY and STATE for review. The CONSULTANT will revise the ROW map as needed and submit a final ROW map to the COUNTY and STATE after the Plan-In-Hand Inspection. The ROW map will include property ties, ownership, and properties to be acquired.
- B. The CONSULTANT will prepare all ROW Tract Sketches in accordance with all ALDOT Memorandums and Standards. The CONSULTANT will revise the ROW Tract Sketches as needed and submit final ROW Tract Sketches to the COUNTY and STATE with the final ROW Map.
- C. The CONSULTANT will prepare written descriptions of the properties to be acquired and develop deeds for the COUNTY to acquire ROW as needed in accordance with all ALDOT memorandums and Standards. The CONSULTANT will revise the legal descriptions and deeds as needed and submit final ROW deeds to the COUNTY and STATE with the final ROW map.
- D. The CONSULTANT will flag required ROW as necessary for Plan-In-Hand Inspection including alignment and stationing.

SECTION 5 – CONTRACT ROADWAY PLANS

The CONSULTANT will perform the following to develop a complete set of Construction Plans for the STATE to advertise for Letting:

- A. The development of the plans and work to be performed will follow the procedure as shown in the STATE's current "County Transportation Guidelines" and the Alabama Department of Transportation Standard Specifications for Highway Construction, 2012 Edition, (or latest English edition).
- B. Study available traffic data and to be furnished by the COUNTY, assist COUNTY in requesting current traffic data from the STATE, if required, and reaffirm Design Criteria established during the Corridor Study is still consistent with the policies of the STATE.
- C. The CONSULTANT will prepare hydraulic designs and supporting calculations in accordance with the STATE Hydraulic Manual, FHWA Hydraulic Circulars or as directed by the STATE Hydraulic Engineer. Existing culverts will be analyzed and replaced if undersized. Stormwater treatment will be reviewed.
- D. The CONSULTANT will select the hydraulic design in accordance with the STATE "County Transportation Guidelines, Design Policy" and FHWA requirements.
- E. The CONSULTANT will ensure geometric design will not create an unreasonable hazardous water-film depth for hydroplaning to occur, in accordance with current STATE and FHWA design criteria. Particular attention will be given to transition sections and sags of vertical curves.
- F. Edge of Pavement Profiles will be included on the Plan and Profile Sheets for all horizontal curves.
- G. The CONSULTANT will prepare Floodplain Studies for the project to include a "Risk Assessment" and "Risk Analysis" where applicable in accordance with Federal Aid Program Guides, 23 CFR 650A.
- H. The CONSULTANT will submit a Hydraulic Review submittal in accordance with the STATE Hydraulic Manual.
- I. The Hydraulic Design performed by the CONSULTANT will not include any time implementing changes to FEMA Flood Plain Maps. If determined that a revision to the FEMA Flood Plain Map is required, a Supplemental Agreement may be entered into to provide this additional work.
- J. The CONSULTANT will perform geotechnical exploration in accordance with current STATE geotechnical requirements for Roadway Design and current STATE geotechnical requirements for Bridge Pile Design. The CONSULTANT will prepare and submit Materials Report, Slope Stability Report, and Bridge Foundation Report along with selected plan sheets to the STATE Geotechnical Engineer, field notes, final logs and recommendations for asphalt build-up, slope stability and pile type, location, and size for each required Bridge Abutment and Bent. The CONSULTANT will attend any required on-site inspection required by the STATE.
- K. The CONSULTANT will prepare topographic quad maps showing drainage outfalls, erosion control and sediment prevention plan and other pertinent project data required by ADEM for application of Stormwater Permit.
- L. The CONSULTANT will prepare a Plan Assembly required for receipt of bids by the STATE for items of work including grading, drainage, paving, striping, signing and bridge (see SECTION 6). The Plan Assembly will be developed in accordance with the current STATE "County Transportation Guidelines" and using appropriate approved scale and will include, but not limited to the following sheets: title, index, geometric layout, project note sheet, summary of quantities, typical sections and special details, plan and profile, paving layout, traffic control,

detour plan, signing, utility, drainage sections for each drainage structure being replaced, soil boring log, erosion and sediment control, earthwork cross sections (See SECTION 6 for Bridge Plan Assembly).

M. Arrangements will be made by the COUNTY with any affected utility owner to prepare plans for any utility relocations. The COUNTY will coordinate any required adjustment to utilities with the utility companies involved in accordance with ALDOT and FHWA Policies. The CONSULTANT will provide utility base sheets to the COUNTY, after the Plan-In-Hand Inspection, showing existing utilities for the COUNTY's use and coordination with the utility companies.

O. The finalized Utility Base Sheets will be part of the respective final plan assemblies showing existing and relocation of the utilities.

P. The CONSULTANT will prepare, if needed, any supplemental specifications and special provisions for approval by the STATE of any items not covered in the aforementioned Standard Specifications.

Q. The CONSULTANT will prepare estimates of quantities and construction costs in accordance with ALDOT Standard Pay Items and descriptions to be provided to the COUNTY and STATE.

R. The CONSULTANT will prepare final construction plans, in accordance with the STATE's current CADD Standards and be compatible with Bentley Microstation V8 and InRoads Version 8.2. The construction plans will be formatted such that one-half (1/2) scale drawings may be produced.

S. The CONSULTANT will prepare and submit seven (7) sets of plans for the 30% completion review, Plan-In-Hand Inspection, and a P.S. & E. Inspection. After plan revisions have been to the plans by the CONSULTANT, following the and including all comments made during the P.S. & E. Inspection, the CONSULTANT will submit two (2) sets of printed plans to the STATE for its Quality Control review. Following revisions to the plans based on comments from the review, the CONSULTANT will submit one (1) set of plans for Construction Bureau's review. After revisions of the plans, the CONSULTANT will submit final plans, construction estimate and any necessary Special Provisions.

T. The CONSULTANT will submit electronic files in .DGN format and InRoads format, computation of quantities, electronic .pdf's, and all associated ROW maps, sketches, and deeds associated with the project.

U. The CONSULTANT shall perform Geotechnical services as follows:

The CONSULTANT will perform drilling and sampling in accordance with all AASHTO standards. The CONSULTANT will perform laboratory tests on samples and prepare a formal written Geotechnical report in accordance with ALDOT Procedure 398, "Procedure for Conducting Subsurface Investigations and Foundation Reports," using qualified geotechnical engineers and geologists. All holes will be logged by a qualified geologist or engineer and signed by a registered engineer. The CONSULTANT will prepare a Materials Report, Slope Study Report, and/or Culvert Report in accordance with ALDOT Procedure 390, "Procedure for Conducting Soil Surveys and Preparing Materials Reports", and when appropriate, ALDOT Procedure 391, "Falling Weight Deflectometer (FWD) Testing Procedure", and ALDOT Procedure 392, "Pavement Evaluation and Distress (Condition) Survey Procedure".

DRILLING ONLY (ROADWAY CUT, FILLS)

1. Using project plans the CONSULTANT will:

- a. Develop a drilling plan for approval by the COUNTY and STATE.
- b. Make borings in accordance with AASHTO T-206, and approved drilling plan.
- c. Provide field logs of borings, using the Department's Format.
- d. Take Shelby Samples as outlined in AASHTO T-207 as directed.
- e. Take NX rock cores as outlined in AASHTO T-225 and place in waxed core boxes.
- f. Provide bulldozer for access to holes if necessary.
- g. Provide all required state and Federal permits.

1. All boring logs will be signed and sealed by a Professional Engineer.

2. The CONSULTANT will begin work within 10 working days of the date of receipt of written instruction to proceed.

3. The CONSULTANT will complete all work and submit all samples and boring logs to the STATE within the time period specified in the notice to proceed.

DRILLING ONLY (BRIDGES)

1. The CONSULTANT shall perform all items in Section 1 and the following:

- a. Take jar samples from the bent nearest the stream to a minimum of 25 feet below streambed for use in scour analysis. These samples will be taken from the split spoon sampler in each layer of material.

DRILLING, TESTING, ENGINEERING

The CONSULTANT shall perform all items in Section 1 and Section 2 according to the type project and the following when required by the STATE.

- b. Perform laboratory tests as outlined in the approved drill plan and notice to proceed.

- c. Compile test results and use in preparing a Geotechnical Report according to the type project, i.e. slope study, fill settlement, bridge foundation, according to ALDOT Procedure 398 and/or 390 and instructions given in the notice to proceed.
- d. The CONSULTANT will submit one review copy of the Geotechnical Report to the STATE for review and approval. After the Geotechnical Report is finalized, the CONSULTANT will submit ten copies of the final Geotechnical Report and mylar copies of all boring logs.

PREPARATION OF A MATERIALS REPORT

The CONSULTANT will prepare a Materials Report according to the type of project, i.e. grade and drain, base and pave, resurfacing according to ALDOT Procedure 390, and when appropriate, ALDOT Procedures 391 and 392. The CONSULTANT will submit one review copy of the Materials Report to the STATE Division Materials Engineer and one review copy to the STATE Central Office Materials Engineer for their review and approval. After the Materials Report is finalized, the CONSULTANT will submit ten copies of the final materials report to the STATE's Geotechnical Engineer for distribution.

SECTION 6 – BRIDGE DESIGN AND PLANS

- A. The CONSULTANT will prepare Bridge plans and supporting calculations as well as submit Bridge Design Review submittals in accordance in accordance with STATE Bridge Design Manual and STATE "County Transportation Guidelines".
- B. The CONSULTANT will prepare Preliminary Bridge Layout, Bridge General, Plan and Elevation (G.P. & E.) plan assembly to include: index, project notes, typical sections, abutment details, bent details, span details, girder details, bearing details and summary of quantities in accordance with the STATE's Bridge Design Manual and submit to the COUNTY and the STATE Bridge Engineer for review.
- C. The CONSULTANT will make revisions to the plans based on comments received from the COUNTY and STATE and submit final bridge plans on Mylar to be combined with the roadway plans for the STATE to receive bids for construction.

ARTICLE II - OBLIGATION OF COUNTY TO CONSULTANT

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

- A. Provide all traffic data that is deemed necessary by the COUNTY.
- B. Provide all available Digitized Quadrangle mapping, aerial photography, preliminary plans, layouts, profiles, survey data and any other data in connection with the work included in this AGREEMENT previously performed by or for the COUNTY.
- C. As far as possible, cooperate with the CONSULTANT in making necessary arrangements with public officials and with such individuals as the CONSULTANT may need to contact for advice, counsel, and information.
- D. Circulate required materials to appropriate agencies and governmental bodies for review and receive comments.
- E. Upon receipt of prints of Final Plans from the CONSULTANT, the COUNTY will furnish plans to each utility service owner and handle the securing of all appropriate utility agreement.

ARTICLE III – OBLIGATION OF STATE TO CONSULTANT

- A. Provide a copy of application portions of the State Hydraulic Manual and "Guidelines for Operations".
- B. Provide all traffic data which is deemed necessary by the STATE.
- C. Provide all available Digitized Quadrangle mapping, aerial mapping, aerial photography, preliminary plans layouts, profiles, survey data and any other data in connection with the work included in this AGREEMENT previously performed by or for the STATE.
- D. As far as possible, cooperate with the CONSULTANT in making necessary arrangements with public officials and with such individuals as the CONSULTANT may need to contact for advice, counsel, and information.
- E. Furnish the CONSULTANT unit prices and/or per costs to be used in cost analysis.
- F. Circulate required materials to appropriate agencies and governmental bodies for review and receive comments.

ARTICLE IV – TIME OF BEGINNING AND COMPLETION

- A. The CONSULTANT agrees to start work on the professional services outlined under Article I of this AGREEMENT with ten (10) days after receipt of written Notice to Proceed from the COUNTY. The COUNTY will not notify the CONSULTANT to commence work until both parties have formally approved this AGREEMENT, and the Alabama Department of Transportation has authorized the Preliminary Engineering.
- B. Preparation of the preliminary plans, final plans and any Supplemental Specifications necessary for the execution of the work shall be completed within eighteen (18) months after written "Notice to Proceed" exclusive of any review time by any reviewing agencies.
- C. In case the COUNTY deems it advisable or necessary in the execution of the work to make any alteration that will increase or decrease the Scope of Work outlined in this Agreement, the time limits specified herein may be adjusted in accordance with Article VI, Section 1.

ARTICLE V– PAYMENT

SECTION 1 – FEES

For services performed by the CONSULTANT under this AGREEMENT and as full and complete compensation therefor, including

all expenditures made and all expenses incurred by the CONSULTANT in connection with this AGREEMENT, except as otherwise provided herein, subject to and in conformity with all provisions of this AGREEMENT, the COUNTY will pay the CONSULTANT as follows:

- A. The Lump Sum of Seventy Five Thousand Eight Hundred Seventy Five Dollars (\$75, 875) shall be total compensation to the CONSULTANT for all work provided for when performed under ARTICLE I, SECTION 1 of this AGREEMENT for corridor/design study.
- B. The Lump Sum of Thirty Eight Thousand Seven Hundred Eighty Dollars (\$38,780) shall be total compensation to the CONSULTANT for all work provided for when performed under ARTICLE I, SECTION 2 of this AGREEMENT for field survey.
- C. The Lump Sum of Twenty Five Thousand Two Hundred Sixty Dollars (\$25,260) shall be total compensation to the CONSULTANT for all work provided for when performed under ARTICLE I, SECTION 3 of this AGREEMENT for preliminary roadway and preliminary bridge plans.
- D. The Lump Sum of Six Thousand One Hundred Fifty Seven Dollars (\$6,157) shall be total compensation to the CONSULTANT for all work provided for when performed under ARTICLE I, SECTION 4 of this AGREEMENT for right-of-way map, tract sketches and deeds.
- E. The Lump Sum of One Hundred Forty Nine Thousand Five Hundred Forty Six Dollars (\$149, 546) shall be total compensation to the CONSULTANT for all work provided for when performed under ARTICLE I, SECTION 5 of this AGREEMENT for roadway plans and geotechnical exploration.
- F. The Lump Sum of One Hundred Thirty Nine Thousand Eight Hundred Forty Dollars (\$139,840) shall be total compensation to the CONSULTANT for all work provided for when performed under ARTICLE I, SECTION 6 of this AGREEMENT for bridge plans.
- G. For the work contemplated under this AGREEMENT the CONSULTANT will be compensated a maximum lump sum amount of Four Hundred Thirty Five Thousand Four Hundred Fifty Eight and 00/100 Dollars (\$435,458.00).

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

SECTION 2 – FINAL ACCEPTANCE

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

ARTICLE VI – MISCELLANEOUS PROVISIONS

SECTION 1 – CHANGES OF WORK

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

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

SECTION 2 – OWNERSHIP OF ENGINEERING DOCUMENTS

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

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

SECTION 3 – CONSULTANT'S ENDORSEMENT

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

SECTION 4 – DELAYS AND EXTENTIONS

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

SECTION 5 – TERMINATION OR ABANDONMENT

- A. The COUNTY shall have the right to abandon this AGREEMENT or amend its project at any time, and such action shall in no event

be deemed a breach of contract.

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

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

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

SECTION 6 – CONTROVERSY

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

SECTION 7 – RESPONSIBILITY FOR CLAIMS AND LIABILITY

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

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

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

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

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

SECTION 8 – GENERAL COMPLIANCE WITH LAWS

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

SECTION 9 – SUBLETTING, ASSIGNMENT OR TRANSFER

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

SECTION 10 – EMPLOYMENT OF COUNTY WORKER

A. The CONSULTANT shall not engage, on full or part time or other basis during the period of the AGREEMENT, any professional

or technical personnel who are or have been at any time during the period of this AGREEMENT in the employ of the COUNTY, except regularly retired employees, without written consent of the COUNTY.

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

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

SECTION 11 – CONTROL

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

SECTION 12 – CONDITIONS AFFECTING WORK

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

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

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

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

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

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

ARTICLE VII

SECTION 1 – EXECUTORY CLAUSE

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

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

ARTICLE VIII

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

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

ARTICLE IX

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

ARTICLE X

IN WITNESS WHEREOF the Parties have caused this AGREEMENT to be executed by their duly authorized representatives this day of _____, 2016.

RECOMMENDED: Engineering Design Technologies, Inc.
Tracy Pate, PE Zachary Robertson, PE
Interim Director/County Engineer Vice President
ATTEST: JEFFERSON COUNTY, ALABAMA
Minute Clerk James A. Stephens, President - Jefferson County Commission

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

Mar-3-2016-189

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 AECOM Technical Services, for the bridge replacement on Springdale Road over Five Mile Creek, which adds to scope of work in the amount of \$5,775.

AMENDMENT NO. 1 TO AGREEMENT FOR ENGINEERING SERVICES
JEFFERSON COUNTY DEPARTMENT OF ROADS AND TRANSPORTATION
FOR THE DESIGN AND PRODUCTION OF COMPLETE APPROACH ROADWAY AND BRIDGE PLANS
FOR THE BRIDGE REPLACEMENT ON SPRINGDALE ROAD OVER FIVE MILE CREEK

This document shall AMEND the Scope of the: Original AGREEMENT, dated February 5, 2015, Minute Book 167, Page 497-503,

WITNESSETH

WHEREAS, the COUNTY desires to grant an expansion to the original Scope of Work, with an additional increase in the contractual amount, as identified in the original AGREEMENT in ARTICLE VI - MISCELLANEOUS PROVISIONS, SECTION 1 - CHANGES OF WORK.

WHEREAS, the County also desires to grant a time extension to the original Scope of Work as identified in the original AGREEMENT in ARTICLE VI - MISCELLANEOUS PROVISIONS, SECTION 4 - DELAYS AND EXTENSIONS.

NOW, THEREFORE, the COUNTY and CONSULTANT hereby AMENDS the AGREEMENT as follows:

AMENDMENT TO ARTICLE I - SCOPE OF WORK

Amend ARTICLE 1 - SCOPE OF WORK, to include the following:

- 1. Perform geotechnical borings for a bridge culvert from station 14+82.67 to Station 15+22.90.
- 2. Prepare a culvert foundation report..

AMENDMENT TO ARTICLE V - PAYMENT

Amend ARTICLE V - SECTION 1 as follows:

For the additional Scope of Work, the Lump Sum of Five Thousand Seven Hundred Seventy Five and 00/100 Dollars (\$5,775.00) shall be total compensation.

For the work contemplated under the original Agreement and the work contemplated under this Amendment the CONSULTANT will be compensated a maximum lump sum of Two Hundred Eleven Thousand Nine Hundred Thirteen and 00/100 Dollars (\$211,913.00).

AMENDMENT TO ARTICLE IV - TIME OF BEGINNING AND COMPLETION

Amend to extend contract to the expiration date of February 28, 2017.

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.

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.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day of , 2016.

AECOM TECHNICAL SERVICES, INC.

John E. Lobdell
Associate Vice President

ATTEST:

Minute Clerk

RECOMMENDED:

Tracy A. Pate
Interim Director

JEFFERSON COUNTY COMMISSION

James A. Stephens, President

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

Communication was read from Roads & Transportation recommended the following;

1. Cullman/Jefferson Gas to install 1,200' of 2" gas main at 4764-4675 Indian Valley Road in Pawnee.

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

Mar-3-2016-190

JEFFERSON COUNTY COMMISSION
RESOLUTION FOR 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 Number: STPBH-9802(88) Roadway Intersection and Signal Improvements.

WHEREAS, the County for the purpose of complying with the requirements of the Federal Highway Administration in regards to its funding of improvements of the type and kind in this agreement.

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.

RESOLUTION

WHEREAS, the County of Jefferson Alabama (hereinafter at times referred to as County) is desirous of having certain improvements made within the Limits of Jefferson County, in accordance with plans prepared by the Alabama Department of Transportation and designated as Project Number: STPBH-9802(88) TOPICS Phase VIII - Roadway Intersection and Signal Improvements.

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: Project Notes (Sheet 2J)

Please refer to: General Traffic Control Plan Notes (Sheet 2K)

Please refer to: Traffic Signal Plan Notes (Sheet 2L)

Please refer to: Traffic Control Plan - Sequence of Construction (Sheets 38 - 45)

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

BE IT FURTHER RESOLVED by this County Commission:

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

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

THIS RESOLUTION PASSED, ADOPTED, AND APPROVED this the 3rd day of March, 2016.

ATTEST

James A. Stephens, President

County Clerk

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

Mar-3-2016-191

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Roads and Transportation Department be granted permission to temporarily close 25th Avenue NE between 3rd Street NE and 3rd Street NE to remove and replace two drainage culverts beginning Monday, March 7 - Friday, March 11, 2016 to remove and replace two drainage culverts.

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

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

Carrington, Knight, Bowman, Brown and Stephens.

Mar-3-2016-192

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Roads & Transportation be granted permission to temporarily close Advent Circle between Advent Cut-Off and Liles Lane to remove and replace a drainage culvert beginning Monday, March 14 - Friday, March 18, 2016 to remove and replace a drainage culvert.

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

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

Mar-3-2016-193

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute Amendment No. 3 to the original Agreement dated May 15, 2012, to provide for Engineering Design Services for Morgan Greenwood Pump Stations #1 and #2 Upgrades and Sanitary Sewer System Evaluation, in the amount of \$35,000.00 between Jefferson County and Garver, LLC. This amendment provides for engineering review of and construction engineering services related to the Hoover Pump Station Improvements project.

AMENDMENT NO. 3 TO THE
AGREEMENT FOR ENGINEERING DESIGN SERVICES FOR MORGAN
GREENWOOD PUMP STATIONS #1 AND #2 UPGRADES AND SANITARY SEWER
SYSTEM EVALUATION

This document shall AMEND the scope of the original AGREEMENT between Jefferson County, Alabama (COUNTY) and Garver, LLC (CONSULTANT), and identified as the Engineerin2 Design Services for Morgan Greenwood Pump Stations #1 and #2 Upgrades and Sanitary Sewer System Evaluation, approved by the Commission on the 15th day of May 2012, under the provisions of Article IV, Section 1, "Changes of Work".

WITNESSETH

WHEREAS, the COUNTY desires to make modifications to the original and amended Scope of Work to provide construction engineering services for the ongoing construction project to provide improvements and upgrades to the Hoover area pumping stations; and

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

WHEREAS, the CONSULTANT and the COUNTY each recognize the benefits of completing additional work with an increase in COST of \$35,000.00 to the COUNTY above the COST CEILING of the original AGREEMENT;

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

ARTICLE I - SCOPE OF WORK

Amend this section as follows:

The CONSULTANT will provide the following engineering services:

1. Additional Construction Administration Services

A. The General Contractor schedule for the project has been extended due to various reasons. As such, the estimated completion date is later than originally expected. Construction administration services will be provided for the project based upon the current estimated completion date from the General Contractor of April 30, 2016.

ARTICLE II - TIME OF BEGINNING AND COMPLETION

CONSULTANT agrees to complete the additional Scope of Work identified in this AMENDMENT within the time detailed in the contractor's projected completion date of April 30, 2016.

ARTICLE III - PAYMENT

Amend this section as follows:

CONSULTANT agrees to complete the scope of work identified in this AMENDMENT for an additional COST of \$35,000.00 above

the COST CEILING established in the original AGREEMENT.

COUNTY will pay CONSULTANT for the Services as follows:

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

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures, Garver, LLC on the day of , 2015, and the COUNTY on the day of 2015.

Garver LLC

Brian Shannon, PE - Vice President / Water Team Leader - Garver, LLC

RECOMMENDED:

David Denard, Director of Environmental Services

ATTEST:

JEFFERSON COUNTY COMMISSION

Minute Clerk

James A. Stephens, President

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

Mar-3-2016-194

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute Change Order No. 1 to 2014 Sanitary Sewer Repair and Replacement, Contract 2 between the Jefferson County Commission and Baird Contracting Co., Inc. Change Order No. 1 increases the contract amount from \$4,367,183.00 to a not to exceed amount of \$4,482,762.80 and increases the contract time from 270 calendar days to 330 calendar days.

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

Mar-3-2016-195

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute an Agreement to provide Professional Design Engineering Services for the Jefferson County Pump Station Assessment in the amount of \$2,495,959.00 between Jefferson County and Garver, LLC. This Agreement provides for the professional engineering evaluation of 153 existing County sanitary sewer pump stations, design engineering for improvements, and arc flash analysis.

A G R E E M E N T
ENGINEERING DESIGN SERVICES FOR
JEFFERSON COUNTY PUMP STATION ASSESSMENT

This AGREEMENT, made this the _____ day of _____ 201__ by and between JEFFERSON COUNTY, Alabama as Party of the First Part, hereinafter referred to as the COUNTY, and Garver, LLC. as Party of the Second Part, hereinafter referred to as the CONSULTANT.

WHEREAS, the said CONSULTANT has agreed and by these presents does agree with the COUNTY for the consideration hereinafter mentioned with payment to be administered by the COUNTY to provide associated engineering services for the assessment, evaluation, reporting, and partial preliminary design on Jefferson County's Sanitary Sewer Pumping Stations.

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 shall ascertain the practices of the COUNTY prior to beginning any of the work on this project. All work under this AGREEMENT shall be performed in accordance with these standard practices and any special requirements herein set forth.

The goals of the COUNTY and CONSULTANT under this AGREEMENT are to perform engineering services including but not limited to: (1) perform an on-site assessment on approximately 153 sanitary sewer pumping stations located in Jefferson County's collection system; and (2) provide reports documenting the results of the on-site assessments; and (3) provide preliminary engineering design on approximately 60 of the pumping stations. A detailed scope of services is included as Attachment 1.

All data collected and prepared or generated under this or any other agreement between the CONSULTANT and the COUNTY shall be the property of the COUNTY and shall not be released to any third party without the express consent of the COUNTY.

SECTION 1 – OBLIGATION OF THE CONSULTANT TO THE COUNTY

Under this AGREEMENT, the CONSULTANT will provide the following engineering services:

1. Designate a project manager to serve as primary contact with COUNTY.
2. Perform work as detailed in Attachment 1.
3. Keep confidential all records.
4. Perform all work in accordance with standards and practices adopted by the Jefferson County Environmental Services Department.
5. Provide a compact disc with all associated data in electronic format.

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. Furnish all available pump station information for all pumping station. Furnish all existing available force main data for all force main discharges from the pump station.
3. 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 condition of the site.
4. 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.
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 its work under this AGREEMENT.
6. Assume all costs of public hearings, if required.
7. Examine studies, reports, sketches, opinions of probable cost of construction, 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.
8. Give prompt written notice to the CONSULTANT whenever the COUNTY's observer, or otherwise, becomes aware of any defect in the project.
9. Assume all costs of environmental site assessments, if required.
10. Assume all costs of archaeological and vegetative studies, if required.
11. Assume all costs for railroad permit fees, if required.
12. Record right-of-way or easement acquisition documents in the Probate Office of Jefferson County.

SECTION 3 - CONFERENCES AND VISITS TO SITE

1. Conferences will be held at the request of either the COUNTY or the CONSULTANT to discuss matters pertinent to any phase of the project.
2. Request for visits to the site may be made by the COUNTY or by the CONSULTANT in conjunction with any other party or parties.
3. A schedule of projected conferences or meetings is included in Attachment 1.

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 following 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 in accordance with the schedule in Attachment 1 - Project 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 one hundred eighty 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 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 herein, 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 rate schedule of standard charges as identified in Attachment 2 - Rate Schedule. The contract shall include a maximum engineering cost of two million, four hundred thousand ninety-five thousand dollars and 00/100 cents (\$2,495,959.00) as shown below and identified in Attachment 3 - Fee Breakdown. This contract amount shall not be exceeded except by formal contract amendment.

Preliminary Work	\$128,698.00
Field Assessments	\$697,031.00
Reporting	\$616,524.00
Preliminary Design	\$675,870.00
QA/QC	\$115,426.00
Meetings	\$111,324.00
Forcemain Assessments	\$151,086.00
Total Contract Amount	\$2,495,959.00

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 may affect 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

The CONSULTANT may sub-contract specialized services to competent and experienced sub-consultants approved by the COUNTY in writing. As a prime professional, the CONSULTANT shall act as COUNTY's representative for contracting, directing, and managing the services of sub-consultants. The COUNTY shall have the right to reject any consultant provided that the COUNTY raises a timely objection. At the time of the execution of this AGREEMENT, the parties have pursued services provided by SUBCONTRACTOR for Engineering Assessment and reporting (Gresham, Smith, and Partners and JRA). Subcontracted services are limited to no more than 5% administration expense payable to the CONSULTANT.

SECTION 3

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 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 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.

All data collected and prepared or generated under this agreement between the CONSULTANT and the COUNTY shall be the property of the COUNTY 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 COUNTY may grant a time extension to any or all phases of the work, provided written application is made by the CONSULTANT within ten (10) days after the alleged 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 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 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 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

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 complaint 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, 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, their elected officials, officers and employees from and against any and all loss, expense against or imposed upon the COUNTY because of bodily injury, death or property damage, real or personal, including loss of use thereof 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 COUNTY a certificate from his insurer showing the amount of insurance carried and the risk covered thereby or a copy of the required insurance policies with a minimum as follows:

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 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 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 COUNTY, its successors or assigns. Any attempt to assign this contract without the written consent of the COUNTY is null and void. In the event the COUNTY is removed from its position, the CONSULTANT agrees to consent to the assignment of this contract to its successors, assigns or designees.

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 employment 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, 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 COUNTY 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 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, 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 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. The parties agree that jurisdiction and venue over all disputes arising under this AGREEMENT shall be the Circuit Court of Jefferson County Alabama, Birmingham Division.

ARTICLE V

SECTION 1 - EXECUTORY CLAUSE

- 1. The CONSULTANT specifically agrees that this AGREEMENT shall be deemed executory only to the extent of monies available and no liability shall be incurred by the COUNTY beyond the monies available for that purpose.
- 2. The CONSULTANT, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself in a manner consistent with such status, that he will neither hold himself out as, nor claim to be an officer or employee of Jefferson County, Alabama or 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 Jefferson County, Alabama or 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, Garver, LLC. on the 1st day of October 2015, and the COUNTY on the ____ day of _____ 2015.

Brian Shannon, P.E., Vice President - Garver, LLC

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

Mar-3-2016-196

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute an

Agreement between Jefferson County Environmental Services Department and U.S. Department of the Interior, in the amount of \$132,700.00 for the Joint Funding Agreement to continue the operation of ten continuous-record stream flow gaging stations with data-collection platforms in Jefferson County, which includes the water quality monitoring of temperatures, specific conductance, and dissolved oxygen at seven of those stations.

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

Mar-3-2016-197

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be and hereby is authorized to execute a Conditional Consent to Encroachment and Release of Damages Agreement between Jefferson County and The Housing Authority of the City of Bessemer 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 THE HOUSING AUTHORITY OF THE CITY OF BESSEMER, ALABAMA (the "Owner").

RECITALS:

Owner is the owner of real property being: a tract of land being a portion of that certain tract of land identified as "Parcel 3" in Real Volume 970, Page 437, as recorded in the Office of Judge of Probate for Jefferson County, Alabama, situated in the Southwest Quarter of Section 10, Township 19 South, Range 4 West and the Northwest Quarter of Section 15, Township 19 South, Range 4 West, said tract further identified as being all of that certain tract of land as identified as "Lot 4" as shown on a plat of "Bessemer Housing Authority Survey of Thompson Manor" to be recorded in the Probate Office of Jefferson County, Alabama.

Owner has installed 2 handicap ramps with iron hand railing, along with 5 building overhang/porches with metal support columns over or adjacent to an existing sanitary sewer main falling within a Jefferson County sanitary sewer easement (as shown on Exhibit "MAP", attached collectively, the "Improvements"), for the purpose of serving The Housing Authority of the City of Bessemer, Alabama on Fairfax Street.

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

Housing Authority of the City of Bessemer, Alabama

Alphonso Patrick, Executive Director

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

Mar-3-2016-198

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute an Agreement between Jefferson County and Alabama Department of Transportation (ALDOT). This agreement allows the COUNTY reimbursement for all costs incurred to relocate and/or adjust sanitary sewers that are in conflict with ALDOT proposed Project No. NHF-0005(512), Phase 1, Widening and Resurfacing of SR-5 (US-78) from I-59 to Finley Boulevard in the City of Birmingham.

REIMBURSABLE AGREEMENT FOR RELOCATION OF UTILITY FACILITIES

ON PRIVATE OR PUBLIC RIGHT-OF-WAY WORK TO BE PERFORMED BY STATE CONTRACTOR

PROJECT NUMBER

	Private Right-of-Way	Utilities	NHF-0005(512)
X	Public Right-of-Way	Construction	NHF-0005(512)

THIS AGREEMENT is entered into by and between the State of Alabama Department of Transportation acting by and through its Transportation Director, hereinafter referred to as the STATE, and Jefferson County Commission, Jefferson Co., Alabama, hereinafter referred to as the UTILITY.

WITNESSETH:

WHEREAS, the STATE proposes a project of certain highway improvements in Select One County, Alabama, said project being designated as Project No. NHF-0005(512) and consisting approximately of the following: Widening & resurfacing of SR-5 (US75) from I-59 to Finley Blvd in the city of Birmingham; grade, drain, base, pave, bridge, bridge removal, signals, ITS relocation, and lighting; and

WHEREAS, the UTILITY is the owner of certain facilities located on private or public right-of-way, as applicable, at places where they will interfere with the construction of said project unless said facilities are relocated; and

WHEREAS, the Transportation Director has determined that the relocation of the facilities hereinafter referred to is necessitated by the construction of said project and has requested or ordered, as applicable, the UTILITY to relocate same; and

WHEREAS, under the laws of Alabama, the STATE is required to compensate the UTILITY for all or part of such relocation;

NOW, THEREFORE, the parties hereto agree as follows:

1. The UTILITY, not being staffed or equipped to perform the relocation, requests that the relocation work be included in the STATE'S Highway Construction Contract. The relocation of the facilities will be accomplished in accordance with and as shown by the UTILITY'S reproducible mylar plans, specifications, and estimate transmitted herewith and are incorporated by reference herein as if fully set forth. The estimated cost of the "In-Kind" relocation including engineering is \$ 1 47,997.26

a. The actual cost of relocation will not be reimbursed to the UTILITY but will be paid directly to the STATE'S contractor by

b. In the event a Consultant Engineer acceptable to the STATE is utilized by the UTILITY, the actual cost of the Engineer will be reimbursed by the STATE to the UTILITY. If the UTILITY, with approval of the STATE, designs the relocation work with company employees, the STATE will reimburse the UTILITY for the actual cost of the design. Payment for actual cost in either instance will be made upon receipt and verification of appropriate invoices from the UTILITY provided the actual cost is established by the records of the UTILITY when kept in accordance and in compliance with general accounting practices acceptable to the STATE and in compliance with Parts 30 and 31, Federal Acquisition Regulations.

The detailed cost estimate will be prepared on the State's Form U-10 Or the UTILITY'S own form giving the same type of information.

The estimated cost for Engineering required by the relocation of utility facilities is included in the total estimated cost of relocation set forth hereafter in this Agreement, and will be divided into three (3) phases: (a) Phase I - Concept; (b) Phase II - Design; and (c) Phase III - Construction. Each Phase of the Engineering work must be estimated and performed independently of the other. The three Engineering Phases will apply to work performed by UTILITY Engineering Personnel and/or Consultant Engineers. The UTILITY will not proceed with any additional Phase of the required engineering work until it has received written notification from the STATE approving the completion of the previous Phase and written instruction to proceed with the next Phase.

The STATE has the right to notify the UTILITY, in writing, to cease Engineering work at any time it deems necessary. If so notified, the UTILITY shall cause all work to cease within four (4) working days and will invoice the STATE for the reimbursable work completed to date.

The STATE'S share of the engineering charges shall be limited to the "in-kind" work only.

c. This agreement includes betterment _____ Yes No

If the relocation plan contains betterment, the foregoing blank will be checked. Two (2) estimates will be required, an "in-kind" and a "betterment" estimate. After opening of bids in accordance with 23 CFR Part 635 and applicable State law and prior to award of the STATE'S Contract, the STATE will invoice the UTILITY for the low-bid Contractor's price for the betterment items. This invoice will be paid by the Utility prior to contract award, or the "betterment" items will be deleted from the contract and it may be awarded without betterment. At the completion of the project, a final accounting will be held. At this time any funds due the UTILITY will be returned or if funds are due the STATE, the UTILITY will be sent a Final Invoice for the amount due and the UTILITY will promptly pay such amount to the STATE.

The total actual cost of relocation, whether the facilities are on private or public right-of-way, shall be adjusted for betterment, if any, as defined and provided for in 23 C.F.R. Part 645. Excluding betterment costs, the total estimated cost of relocation, including Engineering is \$ 1,407,997.26. The total estimated cost including betterment is \$ 0.00

If an adjustment for betterment is applicable, the STATE shall reimburse the UTILITY based on the percentage ratio of "in-kind" cost and "betterment" cost and being 100.00 percent of the total actual cost of relocation, as "in-kind", and the remaining 0.00 percent thereof shall be for the account of the UTILITY for betterment. If there are changes during construction and/or the actual construction cost percentage becomes substantially different from the construction estimate, then the STATE may recalculate the percentages at any time.

2. The UTILITY will conform to the provisions of the latest edition of the State of Alabama Department of Transportation Utility Manual, as the provisions are applicable hereto, for both installation and maintenance of such facilities. The Utility Manual is hereby incorporated by reference herein as if fully set forth.

3. The UTILITY will conform to the provisions of the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD), latest edition, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. The manual is hereby incorporated by reference herein as if fully set forth.

4. The UTILITY will be notified by the STATE Project Engineer, twenty-four (24) hours in advance of the commencement of the facility adjustment by the STATE Contractor. The STATE Project Engineer shall have final authority in all matters affecting the work of the STATE'S Contractor. In the event the UTILITY has an Inspector on the project, the Inspector will not issue any instructions to the STATE'S Contractor. All instructions to the STATE'S Contractor with regard to the work provided for under this agreement will be issued by the STATE Project Engineer, after consultation with the UTILITY Inspector or Representative if found necessary by the STATE Project Engineer.

5. Code of Federal Regulations 23 C.F.R. Pats 645 is hereby incorporated by reference herein as if fully set forth, and will be followed by the UTILITY as the provisions are applicable hereto.

6. The UTILITY will observe and comply with the provisions of all Federal, State and Municipal laws and regulations as the provisions thereof are applicable hereto in the performance of work hereunder, including the Clean Water Act of 1987, the Alabama Nonpoint Source Management Program of 1989, and the regulations of the Environmental Protection Agency (EPA) and the Alabama Department of Environmental Management (ADEM). The UTILITY will procure and pay for all licenses and permits that are necessary for its performance of the work.

7. Where the UTILITY has a compensable property interest in its existing location (herein referred to as private right-of-way) by reason of holding the fee, an easement or other property interest, evidence of such compensable property interest will be submitted to the STATE by the UTILITY for review and approval.

8. If the UTILITY is required to move all of its facilities from a portion of its private right-of-way, upon completion of the relocation provided for herein, the UTILITY will convey to the STATE by appropriate instrument the portion of its private right-of-way located within the right-of-way limits of the above referenced project.

9. In the event the UTILITY is required to relocate any of its facilities which are located on its private right-of-way to a new location on public right-of-way or if any such facilities are to be retained in place within the public right-of-way due to this project, the following

provisions will apply:

a. The cost of relocation will include reimbursement for acquisition of right-of-way by the UTILITY to place necessary guy wires and anchors on private lands adjacent to the highway right-of-way and the rights to cut, trim and remove, initially and from time to time as necessary, trees on private lands adjacent to the highway right-of-way which might then or thereafter endanger the facilities of the UTILITY.

b. Reimbursement for future relocation of the UTILITY'S facilities will be in accordance with State law in effect at the time the relocation is made; provided, however, the UTILITY will be reimbursed for the cost of any future relocation of the facilities, including the cost of acquisition of equivalent private right-of-way if such future relocation is outside the highway right-of-way and the relocation is required by the STATE, and provided that the prior relocation from private right-of-way to public right-of-way was without compensation to the UTILITY for its compensable property interest in its private right-of-way.

10. The UTILITY is responsible, and will not hold the State of Alabama, the Department of Transportation, the officials, officers, and employees, in both their official and individual capacities, and their agents and/or assigns responsible for any damages to private property, public utilities or the general public, caused by the conduct, (in accordance with Alabama and/or Federal law) of the UTILITY, its agents, servants, employees or facilities.

11. By entering into this agreement, the UTILITY is not an agent of the State, its officers, employees, agents or assigns. The UTILITY is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties.

12. In the event that a Utility - Consultant Engineering Agreement for this project is entered into between the UTILITY and a Consulting Engineer, the following provisions will apply:

a. The UTILITY has complied or will comply with and fulfill all obligations, requirements, notifications, and provisions of the Utility - Consultant Engineering Agreement executed for this project work which are for the benefit or protection of the STATE.

b. The UTILITY has obtained or will obtain all approvals and authorizations required by the STATE which are provided for in the Utility - Consultant Engineering Agreement.

c. No reimbursement payments will be due and none will be made by the STATE until the Utility - Consultant Engineering Agreement is complied with faithfully by the UTILITY and Consulting Engineer.

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

14. Paragraph 15 set forth below is applicable to this Agreement only if Federal appropriated funds are available or will be available in the project by which the relocation required by this Agreement is necessitated.

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

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

16. Exhibit N is attached hereto and made a part hereof.

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

WITNESS:

RECOMMENDED FOR APPROVAL:

Region Representative
Robert G. Lee
Utilities Engineer

Jefferson County Commission, Jefferson
James A. Stephens, President

THIS AGREEMENT HAS BEEN LEGALLY REVIEWED AND APPROVED AS TO
FORM AND CONTENT.

Jim Ippolito, Jr., Chief Counsel - Alabama Department of Transportation

STATE OF ALABAMA DEPARTMENT OF TRANSPORTATION ACTING BY AND THROUGH ITS TRANSPORTATION DIRECTOR

John R. Cooper, Transportation Director

The within and foregoing Agreement is hereby approved on this day of

Robert Bentley

GOVERNOR

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

Mar-3-2016-199

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be authorized to execute an agreement
between Jefferson County, Alabama and The City of Vestavia Hills for the sale of excess land from a portion of existing County property
near Acton Road.

GENERAL SALES CONTRACT

December __, 2015

The undersigned purchaser, CITY OF VESTAVIA HILLS, ALABAMA ("Purchaser") hereby agrees to purchase and the undersigned
seller, JEFFERSON COUNTY, ALABAMA ("Seller") hereby agree to sell the following described real estate consisting of approximately
0.42 acres, more or less, together with ail improvements, shrubbery, plantings, fixtures and appurtenances (the "Property"), situated in
Jefferson County, Alabama, on the terms stated below: SEE EXHIBIT A attached hereto and incorporated herein by reference for drawing
depicting the Property.

1. THE PURCHASE PRICE: shall be \$10,000.00 payable as follows:

Earnest Money, receipt of which is hereby acknowledged (the 'Earnest Money")	\$ 100.00
Cash on closing this sale	\$9,900.00

2. TITLE INSURANCE, SURVEY AND ENVIRONMENTAL: Purchaser shall, at its sole cost and expense, obtain (a) a commitment
(the "Title Commitment") for the issuance of a title insurance policy (the "Title Policy") in the amount of the Purchase Price with respect to
the Property issued by a title insurance company selected by Purchaser, (b) a survey of the Property (the "Survey") from an Alabama licensed
land surveyor, which Survey must be approved by Seller on or before the Closing, as hereinafter defined, and (c) an environmental phase I
site assessment report of the Property (the "Environmental Report") from an engineering firm selected by Purchaser. Upon approval of the
Survey by both Seller and Purchaser, the property description set forth on the approved Survey shall be deemed the legal description of the
Property. At the Closing, the Property shall be free and clear of all liens and encumbrances and Seller shall, at Seller's sole cost and expense,
cause any liens and encumbrances affecting the Property to be removed on or before the Closing. The Property is sold and is to be conveyed
subject to present zoning classification, _____ and NOT located in a flood plain.

3. PRORATIONS AND CLOSING COSTS: The Property is exempt from ad valorem taxes and there shall be no prorations at the
Closing. Purchaser shall be solely responsible for all costs and expenses relating to the issuance of the Title Commitment, the Title Policy,
the Survey and the Title Report. Each party shall be responsible for its own attorneys' fees and expenses.

4. ENTRY: Seller grants to Purchaser, its agents, employees, representatives and contractors the right to enter upon the Property to
conduct investigations and inspections of the Property, including, without limitation, the preparation of the Survey and the Environmental
Report, prior to the Closing.

5. CLOSING CONDITIONS: Tile Closing of the transaction contemplated by this Contract is expressly subject to the satisfaction of all
of the following conditions (collectively, the "Conditions") on or prior to the Closing:

(a) Purchaser shall be satisfied, in its sole and absolute discretion, with the Title Commitment, the Survey and the Environmental Report;

(b) Seller shall have approved the Survey; and

© Purchaser shall have purchased and acquired from International Park Meisler-Keith, LLC that certain real property situated adjacent to the Property which will be developed as a road providing access to and from Acton Road through the Property to the real property described as "Altadena Valley County Club" lying directly east of the Property, as shown on EXHIBIT A hereto.

If, for any reason, all of the Conditions have not been satisfied by the Closing, then this Contract shall automatically terminate, be deemed cancelled

and terminated and of no further force or effect and the Earnest Money shall be refunded to Purchaser.

6. CLOSING & POSSESSION DATES: Subject to the satisfaction of the Conditions, the sale shall be closed (the "Closing") and the deed delivered on or before March 31, 2016 ; provided, however, that if all of the Conditions are satisfied prior to March 31, 2016, then Purchaser shall have the right to elect to close this transaction at any time upon at least five (5) days prior written notice to Seller. Possession is to be given on delivery of the deed.

7. CONVEYANCE: The Seller agrees to convey the Property to the Purchaser by statutory warranty deed free of all liens and encumbrances. Seller and Purchaser agree that the Property will be conveyed subject to current and future years' ad valorem taxes and assessments and all easements, restrictions, rights-of-way and other matters of record as of the date of this Contract (other than any liens and encumbrances which shall be satisfied by Seller on or prior to the Closing). The legal description for the Property set forth on the Survey approved by both Seller and Purchaser shall be used as the legal description of the Property on the deed. At the Closing, Seiler shall execute such documents s may be required by the title company issuing the Title Commitment.

8. BROKERS: NONE.

9. SELLER WARRANTIES: Seller warrants that it has not received notification from any lawful authority regarding any assessments, pending public improvements, repairs, replacements, or alterations to the Property that have not been satisfactorily made. Seller warrants that there is no unpaid indebtedness, mortgages or liens on the Property. These warranties shall survive the delivery of the above deed.

10. EARNEST MONEY & PURCHASER'S DEFAULT: Seller shall hold the Earnest Money in trust pending the fulfillment of this Contract. If for any reason, Purchaser fails to close the transaction contemplated by the Contract other than as a result of the failure of any of the Conditions, then Seller acknowledges and agrees that its sole and exclusive remedy shall be to cancel and terminate the Contract and retain the Earnest Money. Seller does hereby expressly waive any right to seek or obtain any monetary judgment or damages against Purchaser in the event Purchaser fails to close the transaction contemplated by this Contract and acknowledges and agrees that its sole and exclusive remedy in the event of any such default shall be to retain the Earnest Money as liquidated damages.

11. CONSTRUCTION OF ROAD: Purchaser covenants and agrees that following the Closing, Purchaser shall construct or cause to be constructed a public roadway over, across and upon the Property substantially in the location as shown on Exhibit A hereto, which roadway shall also be available for use by Seller to provide vehicular access to the remaining real property owned by Seller and designated as "JCES Property " on Exhibit A.

12. SEWER EASEMENTS: Notwithstanding anything provided herein to the contrary, to the extent the Survey indicates that any sanitary sewer lines of Seller are situated on, upon or under any of the Property and such sanitary sewer lines are not subject to existing easement agreements, then at the Closing, Seller and Purchaser shall enter into Seller's standard form sanitary sewer line easement agreement for any such sewer lines situated on, upon or under any of the Property.

IN WITNESS WHEREOF, Purchaser and Seller have executed this Contract as of the day and year first above written.

Purchaser:

CITY OF VESTAVIA HILLS, ALABAMA

Jeffrey Down, City Manager

_____, Mayor

Seller:

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President - Jefferson County Commission

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

WHEREAS, on Saturday, February 27, 2016, a sanitary sewer overflow was discovered on or about 3900 Vanderbilt Road (Ventura Foods), and

WHEREAS, a segment of sixteen inch diameter sanitary sewer trunk line was found to have a substantial grease blockage, corrosion, and structural defects, the extent of which has yet to be determined, and

WHEREAS, a majority of the affected area is within railroad right-of-way, and

WHEREAS, the damage to the line, availability of materials and equipment, and the requirement to setup bypass operations resulted in the retention of a contractor capable of assisting the County, and

WHEREAS, inaction or lack of immediate action could present an immediate threat to environmental and public health and safety, and

WHEREAS, the costs to repair the mainline and return to a state of safe operation is unknown at this time,

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION to declare an emergency, that the Environmental Services Department be authorized to direct the contractor Baird Contracting Company, Inc. to be paid under force account arrangements to assist the County with all necessary force and materials until such time that sufficient repairs at or near 3900 Vanderbilt Road have been completed, and that the President be authorized to execute a contract with Baird Contracting Company, Inc. as necessary.

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

Mar-3-2016-201

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and The Jones Group, LLC to provide lobbying services for the period February 1, 2016 - February 1, 2017 in the amount of \$60,000.

CONTRACT

WHEREAS, Jefferson County, Alabama, herein called "the County", desires to contract for services; and

WHEREAS, the undersigned The Jones Group, LLC, herein called "the Contractee", desires to furnish services to the County.

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

1. SCOPE OF WORK: Contractee shall provide to the County professional consulting services relating to lobbying for Jefferson County in the Alabama State Legislature.
2. TERM: The term of this contract is for the period of twelve (12) months, commencing February 1, 2016. The term will automatically renew on February 1, 2017, for an additional twelve (12) month period. Provided that either party may cancel upon thirty (30) days written notice to the other party.
3. RATE OF PAY: Contractee shall be paid a flat monthly fee of Five Thousand and no/100 (\$5,000.00) Dollars. This amount shall include all expenses including, but not limited to, travel, lodging, meals, etc. Payment shall be made by the County mailing such payment to the Contractee at the following address:
P. O. Box 5278
Montgomery, AL 36103
4. OTHER BENEFITS AND COMPENSATION: None.
5. WORKMEN'S COMPENSATION, FICA TAXES, OCCUPATIONAL TAXES, ALL APPLICABLE FEDERAL, STATE AND LOCAL TAXES: The Contractee acknowledges and understands that the performance of this contract is as an independent contractor and, as such, the Contractee 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, color, religion, sex, national origin, age, disability or veteran status.
7. SCOPE OF SERVICES: The County's State Consultant Lobbyist will work with the President of the Jefferson County Commission and other County Commissioners to identify legislative and funding priorities for the County. As directed by the President and/or his designee, the State Consultant Lobbyist will serve as a consistent and effective primary point of contact between County and State officials and legislators. Additional areas of responsibility include the following:
 - (a) Contact and communicate with agencies and officers of the state government as directed by the Jefferson County Commission President and/or his designee or other County Commissioners.

(b) Establish and maintain effective working relationships with state agencies and officers as well as elected officials and members of their respective staffs.

(c) Proactively obtain and provide timely and accurate information concerning matters of interest to the County including changes in state laws, regulations and availability of state grants.

(d) Proactively identify, monitor and provide regular written updates regarding state legislation and state agency decision and rule making processes which may impact the County.

(e) Act as an official representative of the County with Members of the General Assembly, state governmental agencies and persons involved in governmental affairs affecting the County when and as designated and authorized by the President of the Jefferson County Commission.

(f) Arrange meetings with state legislators for the County Commission President, County Commissioners and/or other County staff when necessary, and participate as required.

(g) Advocate on behalf of County supported legislation and on specific bills and issues of interest and benefit to the County as directed.

8. FORM 1099: Upon execution of the contract the Contractee shall furnish the Jefferson County Finance Department with information required for Form 1099 reporting and other pertinent data required by law.

9. NON-COLLUSION POLICY: Contractee and the Contractee representative signed below, certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement nor any part of the services, products or any items 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 municipality and any agency of subsidiary of any such government; and further certify that neither the Contractee nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of anything of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.

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

10. NATURE OF THE FEES: In the event the County shall request that the Contractee conduct grass roots lobbying efforts on behalf of the County, a separate fee arrangement shall be created. It is expressly agreed that no part of the fees paid under this Agreement shall be for participation, or intervention in, any political campaign on behalf of any candidate for public office, or in connection with any attempt to influence the general public, or segment thereof, with respect to legislative matters, elections, or referendums.

The Contractee is not authorized to make, and shall not cause to be made on behalf of the County, any payment for the benefit of public officials, whether elected, appointed, or staff to an elected public official. Payments to or for the benefit of any public official include, but are not limited to, gifts of money, entertainment expenses, goods or services, honoraria or political contributions of any kind.

11. COMPLIANCE WITH THE LAW: The Contractee will comply with the requirements of all applicable laws (including, without limitation, the Alabama Code of Ethics of 1973, as amended), rules, regulations, and orders of any governmental authority.

12. NO AGENCY: It is understood that the Contractee is to act as a consultant and advisor to the County and is not an agent of or co-venturer with the County in any respect. The Contractee shall have no right, authority, or power to act for or on the County's behalf. The Contractee will not comment publicly on matters pertaining to the County. The Contractee will refer all media inquires to the County.

13. CONFIDENTIALITY: Neither the Contractee nor the County, without the written consent of the other, shall disclose to any person confidential, proprietary, or any other information concerning the Contractee's or the County's business, financial, or other affairs.

14. MODIFICATION: No modification, amendment, or waiver of any of the provisions of this Agreement shall be effective unless made in writing, specifically referring to this Agreement and signed by each of the parties herein.

15. AMENDMENT: This Agreement may be amended only upon the written agreement of the parties.

16. GOVERNING LAWS: This Agreement will be governed by, and construed in accordance with, the laws of the State of Alabama, applied without giving effect to any conflict of law principles.

17. NON-ASSIGNMENT: Neither this Agreement nor any rights or obligations hereunder maybe assigned or transferred by either party, without the prior written consent of the other party.

18. SOLE AGREEMENT: This Agreement constitutes the full and entire understanding and agreement of the parties and supersedes any and all prior agreements, arrangements and understanding relating to the subject matter of 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 this ay of , 2016.

JEFFERSON COUNTY, ALABAMA

JAMES A. STEPHENS, President - Jefferson County Commission

THE JONES GROUP, LLC

GREGORY JONES, President

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

Mar-3-2016-202

WHEREAS, Jefferson County, Alabama purchases liquid aluminum sulfate for its wastewater treatment plants; and

WHEREAS, the Department of Justice is investigating price-fixing schemes of chemical companies supplying liquid aluminum sulfate.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Attorney Engagement Agreement between Jefferson County, Alabama and Wiggins Childs Pantazis Fisher & Goldfarb, LLC, to represent the County in an investigation to determine and pursue any and all claims and demands due the County related to its purchase and/or use of liquid aluminum sulfate against any and all chemical company defendants.

ATTORNEY ENGAGEMENT AGREEMENT

ENGAGEMENT: JEFFERSON COUNTY, ALABAMA (the "Client") hereby retains WIGGINS CHILDS PANTAZIS FISHER & GOLDFARB, LLC (the "Firm") to represent the Client in an investigation to determine and prosecute any and all claims related to its purchase and/or use of aluminum sulfate against any and all Defendants.

SETTLEMENT: No settlement will be made or accepted except by mutual consent of the Firm and the Client.

FEES: During the prosecution of this claim, Client will not be responsible for any attorneys' fees. Instead, the Firm will seek to recover attorneys' fees from the Court upon the successful conclusion of the litigation. Further, the Firm in this matter will advance all costs of this litigation on behalf of the Client in order to cover such out-of pocket expenses such as deposition transcripts, filing fees, copying expenses, expert witnesses, class notice expenses ...etc. In the event of a recovery by way of judgment or settlement, the Firms and its approved co-counsel shall ask the Court for reimbursement of all attorneys fees and expenses including expert witness fees incurred, and such amount will not be deducted from the recovery before distribution.

FIDUCIARY DUTIES: As class a representative, Client agrees that it will serve as a fiduciary to the members of the class and it understands what that duty entails. Client expressly agrees to serve the interests of the proposed class in this litigation. It will be the duty of the Client to maintain contact with the Firm concerning the progress of the litigation and to understand, in general terms, the nature of the claims being asserted on your behalf. The Client as a class representative will prepare for and attend a deposition that might be taken by Defendants and assist in providing documents that are required during the litigation. Also, the class representative Client must agree to act on behalf of the class and therefore can receive no special treatment, such as a private settlement apart from the class, or a percentage of any settlement fund or judgment in excess of their proportional share based on damages it has suffered.

CLIENT'S RIGHTS: The undersigned Client has before signing this contract, received and read the Statement of Client's Rights attached to this Agreement, and understands each of the rights set forth herein and therein. The undersigned Client has signed the statement and received a signed copy to keep referring to while being represented by the Firm.

3-DAY RIGHT TO CANCEL: This contract may be canceled by written notification to the Firm at any time within three (3) business days of the date the contract was signed, as shown below, and if canceled, the Client shall not be obligated to pay any fees to the Firm for the work performed during that time. If the Firm has advanced funds to other in representation of the Client, the Firm is entitled to be reimbursed for such amount as has reasonably been advanced on behalf of the Client.

RECOVERY: The Client expressly grants power to the Firm to endorse and deposit into it Trust Account any checks in the Client's name and disburse the same to client.

OTHER COUNSEL: The Client understands that the Firm is authorized to hire and co-counsel with other lawyers and firms to represent Client and the Class with Client approval.

AUTHORITY TO EXECUTE: The signatures hereto represent and warrant that they have the power and authority to enter into this Attorney Engagement Agreement.

Dated the 3rd day of March, 2016.

CLIENT

James A. Stephens, President

WIGGINS CHILDS PANTAZIS FISHER & GOLDFARB, LLC

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

Mar-3-2016-203

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

Agreement with the Board of Trustees of the University of Alabama, for the University of Alabama at Birmingham (UAB) to provide electronic monitoring services for FY2015-2016 at a cost of \$10.00 per day for each person the Contractor monitors.

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

Mar-3-2016-204

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

Agreement with Michael Chandler, M.D. to provide physician services and inmate medical services contract monitoring for the period January 1, 2016 - December 31, 2018 in the amount of \$15,000 for January & February, 2016 per month and \$20,000 per month thereafter.

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

Mar-3-2016-205

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 Glennwood Volunteer Fire Department to assist in the purchase of fire and rescue equipment in the amount of \$2,500.

COMMUNITY GRANT PROGRAM

WHEREAS, the Jefferson County Commission adopted a Community Grant Program and Funding Guidelines ("Program"); and
WHEREAS, under this Program, Glennwood Volunteer Fire Department ("Glennwood"), applied for a grant of funds for \$2,500.00;
and

WHEREAS, Glennwood is a 501(c)(3) organization which provides fire protection in north Jefferson County and seeks funding to purchase fire and rescue equipment as follows: (1) Euramco 16" Gas PPV with a Honda GC 160 Motor - Positive Pressure Ventilation Fan, (2) Basic Lifeline Set, and (3) Lightweight Basket Type Stretcher; and

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

WHEREAS, Commissioner T. Joe Knight has recommended funding of \$2,500.00 to Glennwood 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, 2016.
2. The County shall pay to Glennwood a lump sum payment of \$2,500.00 upon execution of this agreement.
3. Glennwood shall use the public funds to purchase fire and rescue equipment as follows: (1) Euramco 16" Gas PPV with a Honda GC

160 Motor - Positive Pressure Ventilation Fan, (2) Basic Lifeline Set, and (3) Lightweight Basket Type Stretcher.

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

4. Glennwood 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 (00) days following the expenditures or by March 1, 2017, whichever shall occur first.

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

6. The Glennwood 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. The Glennwood 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 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 certifies that neither Glennwood, 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 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.

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

GLENNWOOD VOLUNTEER FIRE DEPARTMENT

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

_____ Mar-3-2016-206

RESOLUTION OF THE JEFFERSON COUNTY COMMISSION OF
WITH RESPECT TO
AMENDING THE PREVIOUS COUNTY ZONING RESOLUTIONS
UNDER THE PROVISIONS OF ACTS 344 & 581, 1947 GENERAL ACTS
AND ACTS 422 & 634 GENERAL ACTS OF ALABAMA

WHEREAS, pursuant to the provisions of the above Acts 581, 422 and 634 of the General Acts of Alabama, aforesaid and upon the recommendations of the Jefferson County Planning and Zoning Commission, this Jefferson County Commission did advertise a public hearing as prescribed by law, and

WHEREAS, this County Commission did hold such public hearing, as advertised, in the Jefferson County Courthouse, Birmingham, Alabama for the purpose of entertaining a public discussion of the amendment at which parties in interest and citizens were afforded an opportunity to voice their approval or raise objections, and

WHEREAS, after due consideration of the recommendations aforesaid and as a means of further promoting the health, safety, morals and general welfare of the County, this Jefferson County Commission does hereby approve and adopt the herein contained amending provisions for the purpose among others, of lessening congestion in roads and streets; encouraging such distribution of population and such

classification of land uses as will tend to facilitate economical drainage, sanitation, education, recreation and/or occupancy of the land in the County.

BE IT FURTHER RESOLVED that the President is hereby authorized and directed to execute all zoning maps and detail sheets and documents as may be necessary and appropriate to carry out this action.

Z-2016-003 Douglas Heflin Anglin, trustee of the C.T. Anglin Property Trust, owner; Mark Hollis, agent requests a change of zoning on Parcel ID# 28-27-3-000-018.000 in Section 27 Twp 18 South Range 2 West from A-1 (Agriculture) to C-1 (A) (Commercial) for a restaurant offering the sales of alcohol for on-premise consumption. (Case Only: 4752 Cahaba River Road, Birmingham, AL 35243)(ACTON)(1.1 Acres MIL)

Approval with contingencies and covenants:

Contingencies:

1. Access shall be approved by the Department of Roads and Transportation and the City of Vestavia Hills; and 2. A preliminary drainage study be submitted to and approved by the Department of Roads and Transportation and the City of Vestavia Hills.

Covenants:

1. The site shall be connected to the adjacent pedestrian network; 2. All site lighting shall be directed downward; and 3. Any free standing sign shall be a monument sign.

Motion was made by Commissioner Carrington seconded by Commissioner Knight that Z-2016-003 be approved subject to contingencies and filing of covenants. Voting "Aye" Carrington, Knight, Bowman, Brown and Stephens.

Jefferson County Commission

Unusual Demands

3/3/2016

Org	Dept	Vendor #	Vendor Name	Description	Amount	Doc #	Batch #
1000	GENERAL FUND	133727	ROBERT L. MCCONICO	REFUND RETIREE -DEPENDENT TURNED 26 NOVEMBER2015.	258.01	145476	3048
TOTAL					258.01		
10001100	REVENUE	100193	JEFFERSON CO TREASURER	Mileage Reimbursement-Auditing- doc#144564	155.83	144564	2888
10001100	REVENUE	100193	JEFFERSON CO TREASURER	MILEAGE REIMB. EXAMINERS- DEC 2015- DOC# 1446574	197.23	144574	2889
10001100	REVENUE	100193	JEFFERSON CO TREASURER	Reimb Return Travel T. Hulsey 8/19/15	14.95	146454	3232
10001100	REVENUE	100193	JEFFERSON CO TREASURER	RETURN TRVL-WS MOORE-AUDIT 9/13/15 ADD'L DUE	34.24	146459	3233
10001100	REVENUE	101854	WESLEY SCOTT MOORE	RET TRAVEL--WS MOORE-AUDIT 8/9/15 ATLANTA-ADD'L	182.40	146169	3171
10001100	REVENUE	101854	WESLEY SCOTT MOORE	RET TRAVEL-AUDIT 7/26/15 W S MOORE-NASHVILLE,TN	212.40	146185	3173
10001100	REVENUE	103510	EDGAR RAY WOODIS JR	RET TRVL -E. WOODIS-8/16/15 DOC#19-89793- ADD'L	685.31	146287	3199
TOTAL					1482.36		
10002290	IT TOWERS	106213	TRIMMIER, DENISE	Travel owed to Denise Trimmier fron 101115 ALNENA	83.16	146314	3204
TOTAL					83.16		
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED 25 STAMPS FOR SEWER BILLING MAILOUT	12.25	145601	3067
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASE BOLTS & WASHERS FOR MCCALLA SUB-STATION	3.84	145745	3105
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	MOTOR OIL AND OIL FILTERS FOR AIR COMPRESSOR-GSOC	83.88	146222	3182
10002401	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED 4 ROLLS OF SHRINK WRAP FOR GSOC	58.60	146525	3245
TOTAL					158.57		
10004110	SF ENFORCE -BHAM	100193	JEFFERSON CO TREASURER	RECORDING FEES FOR LEVIES ETHERIDGE JOE LOUIS	16.00	145298	3015
10004110	SF ENFORCE -BHAM	100193	JEFFERSON CO TREASURER	RECORDING FEE FOR LEVIE DOUGHERTY JAMES	16.00	145301	3015
10004110	SF ENFORCE -BHAM	100193	JEFFERSON CO TREASURER	REC'D FEE LEVIE HINTON JOHNNY & GIDDING MATTHEW	32.00	145302	3015
10004110	SF ENFORCE -BHAM	100193	JEFFERSON CO TREASURER	FAMILY DOLLAR 2 CYCLE OIL	1.60	145303	3015
10004110	SF ENFORCE -BHAM	100193	JEFFERSON CO TREASURER	AMERICAN OSMENT INV#324771	15.00	145304	3015
10004110	SF ENFORCE -BHAM	100193	JEFFERSON CO TREASURER	JIM SKINNER FORD INV#563928 FOR FUSES	5.29	145306	3015
10004110	SF ENFORCE -BHAM	100193	JEFFERSON CO TREASURER	STECK MFG CARRYING CASE	21.35	145307	3015
10004110	SF ENFORCE -BHAM	100193	JEFFERSON CO TREASURER	WALMART TC#99798774406607197723	4.90	145310	3015
10004110	SF ENFORCE -BHAM	100193	JEFFERSON CO TREASURER	WALMART 3009888778788862	52.16	145311	3015
10004110	SF ENFORCE -BHAM	100193	JEFFERSON CO TREASURER	LOWES TRANS# 30835188	19.96	145312	3015
10004110	SF ENFORCE -BHAM	100193	JEFFERSON CO TREASURER	LOWES TRANS#9975460	7.96	145313	3015
10004110	SF ENFORCE -BHAM	100193	JEFFERSON CO TREASURER	LOWES TRANS#30268257	9.98	145314	3015
10004110	SF ENFORCE -BHAM	100193	JEFFERSON CO TREASURER	LOWES 15793682	11.54	145315	3015
10004110	SF ENFORCE -BHAM	100193	JEFFERSON CO TREASURER	LOWES 30890013	109.00	145316	3015
10004110	SF ENFORCE -BHAM	100193	JEFFERSON CO TREASURER	LOWES 30890143	40.94	145317	3015
10004110	SF ENFORCE -BHAM	100193	JEFFERSON CO TREASURER	LOWES 68389873	14.92	145318	3015
10004110	SF ENFORCE -BHAM	100193	JEFFERSON CO TREASURER	HARBOR FREIGHT TRAN 139600	8.25	145319	3015
10004110	SF ENFORCE -BHAM	100193	JEFFERSON CO TREASURER	HARBOR FREIGHT TRANS 168963	13.76	145321	3015
10004110	SF ENFORCE -BHAM	100193	JEFFERSON CO TREASURER	HARBOR FREIGHT TRANS 213093	15.99	145322	3015
10004110	SF ENFORCE -BHAM	100193	JEFFERSON CO TREASURER	HARBOR FREIGHT TRANS 152099	84.93	145323	3015
10004110	SF ENFORCE -BHAM	100193	JEFFERSON CO TREASURER	HARBOR FREIGHT TRANS 122688	46.77	145324	3015
10004110	SF ENFORCE -BHAM	100193	JEFFERSON CO TREASURER	OFFICE DEPOT TRN3659	99.99	146189	3175
10004110	SF ENFORCE -BHAM	100193	JEFFERSON CO TREASURER	BIRMINGHAM RUBBER STAMP	109.20	146190	3175
10004110	SF ENFORCE -BHAM	100193	JEFFERSON CO TREASURER	AMAZON ORD#103-0969564-3516220/103-0536236-6515461	129.90	146191	3175
TOTAL					887.39		
10004180	SF CORRECTIONS-BS	100128	JEFF CO DEPUTY TREASURER	SALLY BEAUTY 1/25/2016	89.99	145337	3017
10004180	SF CORRECTIONS-BS	100128	JEFF CO DEPUTY TREASURER	LOWES TRANS 6963424	90.27	145338	3017
TOTAL					180.26		
10004220	YOUTH DET SUPP SVCS	100193	JEFFERSON CO TREASURER	Training/Supplies for Staff/Juveniles	458.27	146247	3189
TOTAL					458.27		
10004400	INSPECTION SERVICES	100193	JEFFERSON CO TREASURER	MICHAEL THOMAS - TRAVEL - FEB. 10-12, 2016	4.03	146116	3165
10004400	INSPECTION SERVICES	133773	MARCUS E. SIMMONS	REFUND - MASTER ELECTRICIAN CERTIFICATE	50.00	145460	3042
TOTAL					54.03		
21305400	R AND T HWY ENG CONS	100193	JEFFERSON CO TREASURER	Service repairs on transfer switch at Camp Ketona	93.00	146060	3159
21305400	R AND T HWY ENG CONS	100193	JEFFERSON CO TREASURER	BOLTS, POSTAGE - CAMP KETONA/BRIDGE WAREHOUSE	26.74	146432	3227
TOTAL					119.74		
21305500	R AND T HWY MNT	100193	JEFFERSON CO TREASURER	TOOLS, CLEANING SUPPLIES, PARKING FEES, VEST	296.48	146214	3180
21305500	R AND T HWY MNT	100193	JEFFERSON CO TREASURER	TOOLS - CAMP BESSEMER	33.96	146370	3216
TOTAL					330.44		
21305600	R AND T MNT KET	100193	JEFFERSON CO TREASURER	WRENCHES & TIE STRAPS - CAMP KETONA	159.95	145929	3134
21305600	R AND T MNT KET	100193	JEFFERSON CO TREASURER	BOLTS, POSTAGE - CAMP KETONA/BRIDGE WAREHOUSE	26.74	146432	3227
TOTAL					186.69		
21461420	TAX ASSES ST BESS	106153	JANET H. BELL	Janet Bell travel reimbursement	206.43	144775	2940
TOTAL					206.43		

24212020	ECONOMIC DEV	100193	JEFFERSON CO TREASURER	REFUND FOR KEITH STROTHER FOR BREAKFAST MEETING	40.90	144181	2434
24212020	ECONOMIC DEV	106088	STROTHER, KEITH	REFUND FOR KEITH STROTHER NAWB TRAVEL	64.70	146373	3217
24212020	ECONOMIC DEV	106088	STROTHER, KEITH	TRAVEL REFUND FOR KEITH STROTHER SETA CONFERENCE	74.15	146380	3218
TOTAL					179.75		
35006900	FINANCE-DEBT SERVICE	107938	U S BANK	Admin Fees 2005B 1-1-16 to 12-31-16 US BANK	2100.00	145608	3069
35006900	FINANCE-DEBT SERVICE	107938	U S BANK	ADMIN FEES 2005A4 1-1-16 TO 12-31-16 US BANK	2100.00	145622	3069
35006900	FINANCE-DEBT SERVICE	107938	U S BANK	ADMIN FEE 2005A3 1/1/16 TO 12/31/16 US BANK	2100.00	145628	3069
35006900	FINANCE-DEBT SERVICE	107938	U S BANK	ADMIN FEES 2005A2 1/1/16 TO 12/31/16 US BANK	2100.00	145637	3069
35006900	FINANCE-DEBT SERVICE	107938	U S BANK	ADMIN FEE 2005A1 1/1/16 TO 12/31/16 US BANK	2100.00	145642	3069
35006900	FINANCE-DEBT SERVICE	107938	U S BANK	ADMIN FEE 2004A SCH 1/1/16 TO 12/31/16 US BANK	4200.00	145644	3069
TOTAL					14700.00		
50102601	FLEET MGT ADM	100193	JEFFERSON CO TREASURER	REPAIR ON DOORS 22, 26 & 27 AT FLEET	499.00	145826	3118
TOTAL					499.00		
60407230	SEWER LINE CONST	100193	JEFFERSON CO TREASURER	SOD,SAFETY JACKET, VACUUM, STEP LADDER	303.29	145458	3041
60407230	SEWER LINE CONST	100193	JEFFERSON CO TREASURER	SAFETY JACKET,REPAIR COUPLING, REGISTRATION	472.33	145676	3084
60407230	SEWER LINE CONST	100193	JEFFERSON CO TREASURER	CONCRETE SAW REPAIR, VINYL HOSE	158.38	145686	3085
TOTAL					934.00		
60407250	SEWER LINE MAINT ADM	100193	JEFFERSON CO TREASURER	DRYWALL SUPPLIES FOR UPSTAIRS OFFICE, PATCHING WAL	64.08	146253	3195
60407250	SEWER LINE MAINT ADM	100193	JEFFERSON CO TREASURER	12V LEAD, DURA 12-7F, SLA12-7F BATTERIES	43.96	146257	3196
TOTAL					108.04		
60407253	SHADES LINE MAINT	100193	JEFFERSON CO TREASURER	OIL FOR ROD MOTORS FOR DEPT 7253 SHADES	15.96	146249	3190
TOTAL					15.96		
60407301	CAHABA RIVER WWTP	100193	JEFFERSON CO TREASURER	lumber, postage, regualtor, bulbs, screws,	240.15	145658	3080
60407301	CAHABA RIVER WWTP	100193	JEFFERSON CO TREASURER	cdl portion of derrick brooks drivers license	30.00	145669	3081
TOTAL					270.15		
60407302	FIVE MILE CREEK WWTP	100193	JEFFERSON CO TREASURER	AFASSCO PAYMENT	202.00	145930	3135
60407302	FIVE MILE CREEK WWTP	100193	JEFFERSON CO TREASURER	REPLACEMENT URINAL; ELECTRICAL PARTS	230.80	145985	3148
60407302	FIVE MILE CREEK WWTP	100193	JEFFERSON CO TREASURER	UV DCA BOARD; OPERATIONS BLDG DOOR REPAIR	467.00	146466	3235
TOTAL					899.80		
60407320	FIVE MILE WWTP MAINT	100193	JEFFERSON CO TREASURER	PROPANE TANK; DIESEL BARREL PUMP; DRILL BIT	148.81	146354	3211
TOTAL					148.81		
60407323	WWTP ELEC MAINT	100193	JEFFERSON CO TREASURER	FACE PLATES;CABLE;FUSE PULLER;COVER;ADAPTER;	267.90	146227	3183
TOTAL					267.90		
GRAND TOTAL					\$ 22,428.76		

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

Mar-3-2016-207

RESOLUTION OF THE JEFFERSON COUNTY COMMISSION

WHEREAS, the abatement of ad valorem, sales and use taxes is utilized by the State of Alabama in attracting new and expanded industry that produce jobs, economic growth and improved quality of life; and

WHEREAS, the loss of tax revenue from these abatements, though well-intended, adversely impacts the ability of county governments to provide essential government services such as law enforcement, incarceration of those who commit crimes, the provision of effective and safe transportation, social and public services, health care and access to the court system of our state; and

WHEREAS, the decision on the abatement of taxes otherwise payable to county government should rest with the county governing body which is charged by law with the provision of these essential and important services to all local taxpayers; and

WHEREAS, current Alabama law authorizes any municipality, regardless of size, to abate county ad valorem, sales and use taxes without authorization of the affected county commission; and

WHEREAS, current Alabama law also authorizes a municipal industrial development authority to abate county ad valorem, sales and use taxes without authorization of the affected county commission even when the county has no appointments to the authority; and

WHEREAS, a recent interpretation of Alabama law authorizes the municipal abatement of county taxes even if the municipality does not levy a corresponding tax; and

WHEREAS, it is inherently unfair for the citizens of the county to pay more in taxes or see a reduction in services because of actions taken by municipalities that do not even levy the taxes abated; and

WHEREAS, legislation currently pending in the Alabama Legislature would ensure that much needed county taxes levied to provide services to the citizens of Jefferson County could not be abated by a municipality or municipal industrial development authority when there is no corresponding municipal tax being abated.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF JEFFERSON COUNTY, ALABAMA that all members of the Jefferson County Legislative Delegation are urged to actively support and ensure the passage of HB 169 and SB 96, which will prohibit municipalities and municipal industrial development authorities from abating essential county taxes necessary to fund services to the more than 660,000 Jefferson County citizens when no corresponding municipal taxes are abated; and

BE IT FURTHER RESOLVED BY THE COUNTY COMMISSION OF JEFFERSON COUNTY, ALABAMA that Gov. Robert Bentley is likewise urged to support this legislation and to direct the Alabama Department of Commerce to actively support the correction of this improper abatement of county taxes; and

BE IT FURTHER RESOLVED BY THE COUNTY COMMISSION OF JEFFERSON COUNTY, ALABAMA that a copy of this

resolution be distributed to all members of the Jefferson County Legislative Delegation and to Governor Robert Bentley.

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

Mar-3-2016-208

RESOLUTION OF THE JEFFERSON COUNTY COMMISSION WITH RESPECT TO THE
EXPENDITURE OF FUNDS FROM THE INDIGENT CARE FUND PURSUANT TO THE
PROVISIONS OF ACT 387 ENACTED AT THE 1966 REGULAR SESSION OF THE
ALABAMA LEGISLATURE

WHEREAS, the Jefferson County Commission provides funds to the Jefferson County Sheriff for the operations of the Jefferson County Sheriffs Office; and

WHEREAS, the Jefferson County Sheriff uses said funds to operate the Jefferson County Jails; and

WHEREAS, the Jefferson County Sheriff is required by law to provide medical care and treatment for inmates incarcerated in the Jefferson County Jails; and

WHEREAS, the Jefferson County Sheriff provides medical care and treatment to incarcerated inmates at medical clinics within the Jefferson County Jails and, when necessary, at the outpatient clinics, emergency clinics, in-patient services and at other medical facilities located in Jefferson County; and

WHEREAS, incarcerated inmates to whom the Jefferson County Sheriff provides the aforesaid medical care and treatment include indigent persons of the County suffering from illness, injury, disability, or infirmity; and

WHEREAS, incarcerated inmates to whom the Jefferson County Sheriff provides the aforesaid medical care and treatment at times include indigent persons of the County; and

WHEREAS, the Jefferson County Sheriff has determined the funds allocated by the Jefferson County Commission for the 2016 fiscal year are insufficient for him to provide inpatient medical care and treatment to the aforesaid incarcerated inmates while fulfilling the other duties imposed upon him and his office under federal and state law; and

WHEREAS, the cost to provide for the remainder of FY 2016 in-patient medical care and treatment to the aforesaid incarcerated inmates is \$3,500,000.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized to provide the Jefferson County Sheriff with \$3,500,000 in FY 2016 from the Indigent Care Fund, defined in and established by Act 387 enacted at the 1965 Regular Session of the Alabama Legislature. These funds shall be used solely to provide medical care and treatment to incarcerated inmates at the Jefferson County Jails who are indigent persons of the County who were provided medical services at medical facilities located in Jefferson County and under contract with the Sheriff. The Sheriff will utilize the same-indigent eligibility standards as used by Jefferson County, a copy of which is attached hereto as Exhibit A. (on file in the Minute Clerk's Office)

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized to enter into a written agreement with the Jefferson County Sheriff whereby, as a condition of the Jefferson County Sheriffs receipt of the aforesaid \$3,500,000 in FY 2016 the Sheriff shall agree to maintain documentation to verify which inmates at the Jefferson County Jails are indigent persons of the County, and shall further agree to re-pay to the Indigent Care Fund any such portion of the aforesaid \$3,500,000 in FY 2016 not necessary to provide medical care and treatment to incarcerated inmates at the Jefferson County Jails who are indigent persons of the County.

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

Mar-3-2016-209

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, THAT THE FOLLOWING PURCHASING REPORT FILED BY THE PURCHASING DEPARTMENT BE, AND THE SAME HEREBY IS APPROVED. RECOMMENDATIONS FOR CONTRACTS

ARE BASED UPON THE LOWEST BIDS MEETING SPECIFICATIONS.

FOR WEEK OF 2/5/16 - 2/11/16

- 1. PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM EXPRESS OIL CHANGE & TIRE ENGINEERS, HOOVER, AL TO RENEW BID FOR OIL CHANGE & MISCELLANEOUS REPAIRS FOR THE PERIOD OF 03/05/16–03/05/17. SECOND YEAR. REFERENCE BID # 60 – 15

FOR WEEK OF 2/12/16 - 2/18/16

- 1. PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) MEMBERS AND JEFFERSON COUNTY DEPARTMENTS FROM INDUSTRIAL FIRE & SAFETY EQUIPMENT CO., BIRMINGHAM, AL TO AWARD BID FOR FIRE EXTINGUISHERS FOR THE PERIOD OF 03/03/16 – 03/02/17. TO BE PURCHASED AS NEEDED. REFERENCE BID # 22 – 16
- 2. FLEET MANAGEMENT FROM CHUCK STEVENS FORD, BAY MINETTA, AL FOR THE PURCHASE OF FOUR (4) FORD EXPEDITION XLT 4WD AT \$40,516.50 EACH. REFERENCE BID # 27-16 REFERENCE MUNIS PO# 1603513
TOTAL PRICE \$162,066.00

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

Mar-3-2016-210

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE ENCUMBRANCE REPORT FILED BY THE PURCHASING DIVISION FOR THE WEEK OF 2/5/16 - 2/11/16 AND 2/12/16 - 2/18/16, BE AND HEREBY IS APPROVED.

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

STAFF DEVELOPMENT

Multiple Staff Development

Finance

Barry Goss	\$2,338.63
Michael Matthews	\$2,338.63
Bobbie Stewart	\$1,649.70
George Tablack	\$2,338.63
kristin Carpenter	\$2,338.63
Munis Conference	
Phoenix, AZ – May 1-4, 2016	

Information Technology

Lisa Mays	\$2,338.63
Scott Stewart	\$2,263.63
Willie Wright	\$2,338.63
Leonid Mazur	\$2,338.63
Munis Conference	
Phoenix, AZ – May 1-4, 2016	

Bobby Pakbaz, Denise Trimmier, Jerald Bensko, Mitzi Flippo, Thomas Purdy	\$945.00
Project Management Workshop	
Birmingham, AL – March 15, 2016	

Revenue

Daren Lanier, Keith Crawford, Kitha Carr, Tracie Swanson, Sonya Stephens, Theresa Rouse and Jennifer Woods	\$140.00
Association of Alabama Tax Administrators Meeting	
Cullman, AL – February 24, 2016	

Daren Lanier	\$175.00
Bruce Thompson	\$175.00
CROAA Class	
Prattville, AL – March 16-17, 2016	

Tax Assessor - Bessemer	
Bobbie Miles	\$1,023.80
Amy Bogue	\$1,023.80
Personal Property Appraisal Manual	
Madison, AL – April 3-8, 2016	
Tax Assessor - Birmingham	
Gaynell Hendricks	\$1,301.73
Mid Winter Conference	
Huntsville, AL – February 29-March 4, 2016	
Individual Staff Development	
Budget Management/Payroll	
Lene Wormley	\$2,341.55
Munis Conference	
Phoenix, AZ – May 1-4, 2016	
Commission - District 5	
David Carrington	\$40.00
Association of County Commissioners District Meeting	
Morgan County, AL – January 13, 2016	
Community and Economic Development	
Frederick Hamilton	\$1,539.92
SETA Conference	
Myrtle Beach, SC – March 6-8, 2016	
Revenue	
Daren Lanier	\$2,034.18
Association of Alabama Tax Administrators Conference	
Mobile, AL – January 31 – February 3, 2016	
Edgar Woodis	\$150.00
ALTIST Course	
Hoover, AL – March 11, 2016	
Edgar Woodis	\$1,363.81
Tax Audit	
Memphis, TN – April 24-29, 2016	
Scott Moore	\$1,769.48
Tax Audit	
Atlanta, GA – Burlington, NC – March 13-18, 2016	
Bruce Thompson	\$6,738.00
Tax Audit	
Los Angeles and San Francisco, CA – May 14-28, 2016	
Roads and Transportation	
Natalie Kornegay	\$499.90
City Works Training	
Atlanta, GA – February 10-12, 2016	
Mike Mitchell	\$835.08
Southeastern Chapter ISA	
Knoxville, TN – March 20-23, 2016	
Tracy Pate	\$547.87
59 th Annual Transportation Conference	
Montgomery, AL – February 9-10, 2016	
Storm Water Management	
Amanda Elledge	\$150.00
Chemical Spill Training	
Birmingham, AL – February 24, 2016	
Tax Assessor - Bessemer	
Charles Winston	\$1,331.95
Property Tax Administration	
Auburn, AL – April 10-15, 2016	
For Information Only	
Emergency Management Agency	
James Coker	\$239.25

Virtual Alabama School Safety Summit
Montgomery, AL – February 29 – March 1, 2016

Personnel Board	
Stacey Lange	\$1,169.82
Lauren McMahan	\$409.00
Society for Industrial and Organizational Psychologists Anaheim, CA – April 13-16, 2016	
Sheriff's Office	
Ellen Scheirer	\$692.20
James Perry	\$698.20
ROCIC Conference Hilton Head, SC – March 6-9, 2016	
Herman Webb	\$1,224.55
Alabama Association of Polygraph Examiners Orange Beach, AL – October 18-22, 2015	
David Lawrence	\$295.00
Officer Involved Shooting Birmingham, AL - March 21-23, 2016	

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

BUDGET TRANSACTIONS

1. Tax Collector - Birmingham \$52,386
Add one Accountant position - Grade 21. Additional funds required.
2. Coroner \$65,000
Add additional funds and purchasing memorandum to purchase a refrigeration system and installation for storage of bodies.
Additional funds required.
3. Community Development \$13,765,235
Carry forward available budget balances from FY2015 Community, Economic and Home grants.

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

Mar-3-2016-211

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 1 to the Agreement between Jefferson County, Alabama and TekLinks, Inc. for installation and configuration of Cisco Unified Communications system in the amount of \$70,000.

CONTRACT NO.: 00006871

Contract Amendment No. I

This Amendment to Contract entered into the 1st day of December 2015, between Jefferson County, Alabama, hereinafter referred to as "the County, and TekLinks, Inc., hereinafter referred to as the "Contractor" to provide VoIP Deployment Services.

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. 00006871. The original contract between the parties referenced above, was approved by the Commission on December 18, 2014, MB 167, Page 380-382.

AMEND TERMS OF AGREEMENT AS FOLLOWS:

To incorporate Teklinks' Statement of Work: Cisco Voice configuration and New Phone deployment Jefferson County Commission, November 9, 2015, copies are attached.

COMPENSATION:

The contractor shall be compensated a sum in the amount of \$70,000.00

AUTHORIZATION TO PERFORM WORK:

01/04/2016 to 12/31/2016

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

James Stephens, President

Teklinks, Inc.

_____, Authorized Representative

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

Mar-3-2016-212

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Agreement between Jefferson County, Alabama and Environmental Systems Research Incorporated (ESRI) to provide consulting services, training and managed services which best suite the County's needs with a goal of implementing and modernizing the County's GIS for the period January 1, 2016 - December 31, 2016 in the amount of \$80,000.

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

Mar-3-2016-213

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Environmental Systems Research Incorporated (ESRI) to provide GIS mapping software maintenance and support for the period December 16, 2015 - December 15, 2016 in the amount of \$116,240.98.

CON-00008175

THIS AGREEMENT entered into this 16th day of December, 2015, by and between Jefferson County Alabama hereinafter called "the County", and Environmental Systems Research Institute, Inc., hereinafter called the contractor", located at 380 New York Street, Redlands, CA 92373. The effective date of this agreement shall be December 16, 2015.

WHEREAS, the County desires to contract for GIS Mapping Software Maintenance for the Jefferson County Commission, hereinafter called "the Commission"; and

WHEREAS, the Contractor desires to provide said software maintenance 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: ESRI quotation number 25682874 describes the scope of services to be provided and representations of the Contractor, thereto. The quote constitutes essential components of this contract and is incorporated herein by reference. ESRI quote number 25682874 and this contract document constitutes the entire agreement between the parties.
3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render maintenance to Jefferson County Commission at any time after the effective date of this Contract. The Contract term expires on December 15, 2016, with the County's option to renew for two additional one year terms at pricing to be quoted prior to the dates of the renewals. All software must be licensed to Jefferson County Commission, Alabama.
4. COMPENSATION: The Contractor shall be compensated in the sum of \$116,240.98.
5. PAYMENT TERMS: NET 30
6. ASSIGNMENT: Upon notification to the County, Esri may subcontract any portion of this contract, provided that Esri will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, Esri must maintain a continuous effective business relationship with the subcontractor (or another subcontract that provides substantially similar services) 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 this contract and/or legal ramifications, due to performance.

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

7. 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.

8. INDEPENDENT CONTRACTOR: The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for all applicable federal, state and local taxes, etc.

9. 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.

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

11. 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, subject to its negligence or willful misconduct, will indemnify and hold harmless the COUNTY, its elected officials and its employees from claims, suit, action, and direct damage (except to data not subject to a reasonable back-up program) resulting from the performance of the Contractor, its agents, subcontractors or employees under this Contract.

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

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

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

15. STATEMENT OF COMPLIANCE: By signing this contract, the contracting parties affirm, for the duration of the agreement that they will not intentionally 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 may be deemed in breach of the agreement and shall be responsible for damages resulting therefrom as determined by a court of competent jurisdiction..

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

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

Jefferson County Commission

James A. Stephens, President

Environmental Systems Research Institute, Inc.

Chris Johnson, Manager, Commercial & Government Contracts

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

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

Mar-3-2016-214

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Road Crews are authorized to pick up and dispose of debris resulting from the storm which occurred on March 1, 2016 in the following communities located in the Bessemer Maintenance District of Jefferson County:

- Letson Farms Community
- Loveless Park Community
- Bent Brook Community
- Bessemer Airport Community
- Morgan Road (Gentry Gap Community)

The subject pick-up will be of debris placed on County Rights-of-Way for a period not in excess of four (4) weeks beginning March 7, 2016 to April 4, 2016. The pick-up will be from storm damage debris only and will not include garbage or other household waste.

Property owners should place debris on rights-of-way separated into the following categories:

<u>BURNABLE</u>	<u>NON-BURNABLE</u>	<u>HAZARDOUS TOXIC</u>
Trees, limbs, timber and wood products	Rubber products, plastic glass, metal, sheetrock, cloth, masonry, appliances	Petroleum products, paint, asbestos, electrical projects

THIS DOES NOT INCLUDE HOUSEHOLD GARBAGE.

Call the Bessemer Maintenance District at 481-4228 to schedule this pickup or call the County Engineer's office at 325-5795.

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

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

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

Thereupon the Commission Meeting was recessed.

The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 9:00 a.m., Thursday, March 17, 2016.

President

ATTEST

Minute Clerk