

STATE OF ALABAMA)

JEFFERSON COUNTY) November 20, 2014

The Commission convened in regular session at the Birmingham Courthouse at 9:00 a.m., James A. Stephens, President, presiding and the following members present:

District 1 - George F. Bowman

District 2 - Sandra Little Brown

District 3 - James A. (Jimmie) Stephens

District 4 - Joe Knight

District 5 - David Carrington

Motion was made by Commissioner Knight seconded by Commissioner Brown that the Minutes of November 12, 2014, be approved. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

The Commission met in Work Session on November 18, 2014, and approved the following items to be placed on the November 20, 2014, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Items 1 through 5 and one additional item.
- Commissioner Brown, Community Development and Human Resource Services Committee Items 1 through 12 and Addendum Items 1 through 5.
- Commissioner Carrington, Finance, Information Technology & Business Development Committee - Items 1 through 23 and Addendum Item 8 (two resolutions).
- Commissioner Knight, Judicial Administration, Emergency Management and Land Planning Committee Items 1 through 8 and Addendum Item 7.
- Commissioner Stephens, Administrative, Public Works and Infrastructure Committee Items 1 through 16 and Addendum Item 6.

RESOLUTION

Whereas, it is the policy of the Jefferson County Commission to recognize outstanding public servants for their dedication to the citizens of Jefferson County, Alabama; and

Whereas, Chief William C. "Billy" Hewitt served the citizens of Jefferson County over Forty Three Years and retired on September 30, 2014; and

Whereas, Chief William C. "Billy" Hewitt was born in Tarrant City, grew up in the Pawnee Community and graduated from Tarrant High School; and

Whereas, Chief William C. "Billy" Hewitt still lives in the family home in Pawnee with his wife, Sharon. They have one daughter, Kelly, who is married to Matt Javinett and two grandchildren, Lily and Reed Javinett; and

Whereas, Chief William C. "Billy" Hewitt received his Master's Degree from Birmingham Southern College and completed the Executive Fire Officer Program at the National Fire Academy; and

Whereas, Chief William C. "Billy" Hewitt served the City of Tarrant as Fire Chief for 19 years and 6 months; and

Whereas, in addition to his duties as Fire Chief, William C. "Billy" Hewitt served as Chair of the EMS Committee of Alabama Fire Chiefs for seventeen years and the Alabama Representative to Southeastern Division of International Fire Chiefs Association for eight years as well as the boards of the Central Alabama Region Brownsfield Task Force, Five-Mile Creek Greenway Partnership, and BREMMS Education Task Force to name a few organizations he represented; and

Whereas, Chief William C. "Billy" Hewitt is an advocate for firefighters and believes in professional development, firefighter health and wellness and believes in delivering the very best care and service for those whom he serves; and

Whereas, Chief William C. "Billy" Hewitt has always gone beyond the call of duty in serving the citizens of Jefferson County and as an example, applied for and was awarded various grants totaling over Fifteen Million Dollars; and

Now, therefore, be it resolved that the Jefferson County Commission congratulates Chief William C. "Billy" Hewitt on his retirement and expresses our sincere thanks for the services rendered to the citizens of Jefferson County.

Adopted by the Jefferson County Commission in Birmingham, Alabama, a copy of this resolution is spread upon the minutes of the Jefferson County Commission on this the 20th day of November, 2014.

David Carrington, Commissioner

George F. Bowman, Commissioner

Sandra Little Brown, Commissioner

T. Joe Knight, Commissioner

James "Jimmie" Stephens, President

Nov-20-2014-993

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

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

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

WHEREAS, after due consideration of the recommendations aforesaid and as a means of further promoting the health, safety, morals and general welfare of the County, this Jefferson County Commission does hereby approve and adopt the herein contained amending provisions for the purpose among others, of lessening congestion in roads and streets; encouraging such distribution of population and such classification of land uses as will tend to facilitate economical drainage, sanitation, education, recreation and/or occupancy of the land in the County.

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

Z-2014-023 Adger Volunteer Fire Department, owners; Philip Dodson, agent. Change of zoning on Parcel ID# 37-17-0-0-95 in Section 17 Twp 19 Range 5 West from R-1 (Single Family) to INSTITUTIONAL-2 to bring all fire department owned property into compliance with the zoning regulations, and to allow construction of a community storm shelter. (Case Only: 7302 Johns Road; Adger, AL 35006) (ADGER)(3.8 Acres M/L)

Motion was made by Commissioner Brown seconded by Commissioner Carrington that Z-2014-023 be approved. Voting "Aye" Brown, Carrington, Bowman, Knight and Stephens.

Z-2014-022 Charlotte Ann and Austin H. Bolton, owners; Charles Ramsey, agent. Change of zoning on Parcel ID# 12-15-2-0- part of 3 in Section 15 Twp 16 Range 1 West from A-1 (Agriculture) to INSTITUTIONAL-2 for an apartment building for the elderly (ages 55 and older). (Case Only: 5841 Chalkville Road; Birmingham, AL 35235) (TRUSSVILLE)(4.5 Acres M/L)

Contingencies: 1. Approved road access from the City of Trussville; 2. A letter from the Center Point Fire Department certifying coverage of the development as proposed; and, 3. Approval of a preliminary drainage study by the Department of Roads and Transportation.

Covenants: 1. A geotechnical study shall be submitted to the Department of Land Planning and Development Services determining the suitability of the site for the development; 2. The site plan and building facade plan to be approved by the Planning and Zoning Commission; 3. All site lighting shall be directed downward; 4. Any freestanding signs shall be monument signs; and, 5. There shall be no more than 56 units. 6. The use of the property is restricted to a home for the aged only; and, 7. Reversion if no development takes place within two (2) years of approval.

Motion was made by Commissioner Brown seconded by Commissioner Carrington that Z-2014-022 be approved subject to filing of covenants.

Motion was made by Commissioner Knight that the above rezoning case be carried over. There was no second to the motion.

Commissioner Stephens then called for a vote on the original motion.

Voting "Aye" Brown, Carrington and Bowman. Voting "Nay" Knight and Stephens.

Nov-20-2014-994

BE IT RESOLVED by the Jefferson County Commission that the Commission, District 1 annual salary for the position of Appointed Administrative Secretary (classification #094602) be in an amount not to exceed \$10,000 effective November 20, 2014.

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

Nov-20-2014-995

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Business Associate Agreement Amendment between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services and Emdeon to comply with and incorporate changes to the Privacy Regulation and Security Regulation under HIPAA released in January, 2013.

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

Nov-20-2014-996

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services and Park Place Technologies, LLC to provide maintenance support services for servers and other related computing hardware for FY2014-2015 in the amount of \$13,164.

CONTRACT NO. CON 000004831

DATACENTER HARDWARE MAINTENANCE

THIS AGREEMENT entered into this October 1, 2014 by and between Jefferson County Commission, Alabama hereinafter called "the County", and Park Place Technologies, LLC, hereinafter called the "Contractor", located at 5910 Landerbrook Drive, Suite 300, Mayfield Heights, Ohio. The effective date of this agreement shall be 10/01/2014 - 09/30/2015.

WHEREAS, the County desires to contract for Datacenter Hardware Maintenance (Cooper Green) for the Jefferson County Commission, hereinafter called "the Commission"; and

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

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: This contract provides maintenance support services for Cooper Green servers, and other related computing hardware as defined in the attached Park Place Maintenance Services Agreement.
3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render service to Jefferson County Commission at any time after the effective date of this Contract. The Contract term expires on 09/30/2015.
4. COMPENSATION: County agrees to pay Contractor the amount of \$13,164.00.
5. PAYMENT TERMS: Contractor will invoice software upon date of execution of this Agreement. Maintenance will be invoiced annually in advance. Services will be billed monthly in arrears for the services rendered and expenses incurred in the prior month. Invoices are due 30 days after the date of the invoice.
6. ASSIGNMENT: No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize the Successful Offeror to subcontract (assign) any portion of this contract, the Successful Offeror will maintain the ultimate legal responsibility for all services according to contract specifications.

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

7. STATEMENT OF CONFIDENTIALITY: Contractor agrees that any information accessed or gained in performance of those duties will be maintained in absolute confidence and will not be released, discussed, or made known to any party or parties for any reason whatsoever,

except as required in the conduct of duties required, or where disclosure is required by law or mandated by a court of law.

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

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

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

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

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

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

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

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

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

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

19. **HOLD HARMLESS AND INDEMNIFICATION:** Contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed by a third party against or imposed upon County because of bodily injury, death or tangible property damage, real or personal, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Integrator, its employees, agents, representatives, or subcontractors, their employees, agents

or representatives in connections with or incident to the performance of this agreement. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees.

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

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

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

Jefferson County Commission
James A. Stephens, PRESIDENT
Park Place Technologies, LLC

_____, Authorized Signature

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

Nov-20-2014-997

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Jefferson Credit Union is authorized to install additional ATMs (Automated Teller Machines) within Jefferson County facilities for the convenience of taxpayers and employees.

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

Nov-20-2014-998

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and SimplexGrinnell to perform fire alarm system testing, fire sprinkler testing and hydro-testing of fire extinguishers for the period October 1, 2014 - September 30, 2015 in an amount not to exceed \$145,670.

CON-00006649
ITB: 142-14

PROFESSIONAL SERVICES CONTRACT
LIFE SAFETY SYSTEMS INSPECTION & TESTING:
FIRE ALARM SYSTEM. SPRINKLER SYSTEMS & FIRE EXTINGUISHERS

THIS AGREEMENT entered into this 19th day of September, by and between Jefferson County, Alabama, hereinafter called "the County", and SimplexGrinnell, hereinafter called "the Contractor". The effective date of this agreement shall be October 1, 2014.

WHEREAS, the County desires to contract for Life Safety Systems Inspection & Testing: Fire Alarm System, Sprinkler Systems & Fire Extinguishers for the County.

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

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

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

the services hereinafter set forth.

2. SCOPE OF SERVICES: This Contract results from Jefferson County's Invitation to Bid No. 142-14 with the terms of which are included herein by reference. The Contractor shall perform all necessary professional services provided under this Contract as required by Jefferson County. The Contractor shall do, perform, and carry out in a satisfactory and proper professional manner the following:

- One annual test and inspection using test methods per the NFPA 72 current editions to include 100% total devices per annum at each facility. Note: 100% sensitivity test and cleaning of all smoke detector and accessible duct detectors.
- Provide tools, material and labor to conduct inspection and testing of automatic fire sprinkler system as per current NFPA 25 standards at all listed Jefferson County facilities. (This includes 5 year inspection and testing.)
- Perform inspections, testing, recharge, hydro test and six-year maintenance on approximately 163 fire extinguishers as needed during the contract period. Units may increase or decrease.

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render professional services to Jefferson County at any time after the effective date of this Contract. The completion date of all services under this Contract is September 30, 2017, not to exceed three (3) full years.

4. COMPENSATION: Payment Net 30 (See Exhibit A For Cost Breakdown)

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

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

7. INDEPENDENT CONTRACTOR: The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for Workmen's Compensation, FICA taxes, Occupational Taxes, all applicable federal, state and local taxes, etc. and that the County will not be obligated for same under this contract.

8. NON-DISCRIMINATION POLICY: The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status. The Contractor will ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability or veteran status. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

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

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

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

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

performance the company must effect and maintain insurance from a company licensed to do business in the State of Alabama. Coverage required includes 1) Comprehensive General Liability; 2) Comprehensive Automobile Liability; 3) Worker's Compensation and Employer's Liability.

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

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

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

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

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

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

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

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

_____, Authorized Representative for Contractor

SimplexGrinnell

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.

Nov-20-2014-999

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and TurnerBatson Architects to provide site, assessment & evaluation, design and development of

construction documents/plans and specifications to build-out proposed space for the Hoover Satellite Facility in the amount of 7.8% of construction cost plus \$20,000 (not to exceed \$150,000). .

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT entered into this October 1, 2014, by and between Jefferson County Commission, hereinafter called "the County, and TurnerBatson Architects, located at 1950 Stonegate Drive, Suite 200, Birmingham, Alabama 35242, hereinafter called "the Architect."

WHEREAS, the County desires to contract for Professional Architectural Services for a Proposed Hoover Satellite facility.

WHEREAS, the Architect desires to furnish said services to the Jefferson County Commission/General Services Department.

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

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

SCOPE OF SERVICES: Site assessment and evaluation. Design and development of construction documents/plans and specifications as necessary to construct space for the County to use for a Revenue department and DMV satellite operation. This includes but is not limited to; 1. Confirmation of existing "as built" drawings if applicable, 2. Develop schematic and construction plans and schedules, 3. Confirm local, state and national code compliance, 4. Review and coordinate work with general contractor, 5. Hire and coordinate mechanical, electrical and plumbing engineers, 6. Select and recommend interior design and furniture options, 7. Administer construction activities, 8. Produce project budgets at preliminary, schematic and design completion phases, 9. Review and make recommendations of contractors pay request, 10. Review and administer close-out documents.

TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The term of the contract is for twenty four (24) months beginning at county execution of this agreement and ending at either completion of project or twenty four months from agreement execution.

COMPENSATION: Initial site assessment and evaluations will be compensated at the unit hourly rates in attachment "A" with an initial "not to exceed" budget of twenty thousand dollars (\$20,000). Design and construction compensation will be in accordance with the ABC guidelines for Group III Building types. Based on 7.8 % of construction cost.

REIMBURSABLE EXPENSES; Reimbursable expenses including printing cost, travel cost and additional engineering services as approved by County, will be invoiced at cost plus 10%.

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:

Architect: TurnerBatson Architects
1950 Stonegate Drive, Suite 200
Birmingham, Alabama 35242
Copy to: Jefferson County 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.

Architect Jefferson County Commission
David M. Reese, AIA - President 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.

Nov-20-2014-1000

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, be hereby authorized, empowered and directed to execute this modification for Change Order #3 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 #3 is to modify the scope to include removing an original pump station and installing a larger pump station and extend the construction contract 90 days for the West Highland Water Line Project (CDBG10-03J-U02-WHL). The cost for the original pump station was \$43,115.00 and the additional cost for

the larger pump station shall be \$137,335.00. The new contract price shall be \$467,135.00 and the new completion date for the construction contract shall be April 4, 2015. All other conditions and terms shall remain the same. This project is from the 2010 program year.

AMENDMENT #3 TO CONTRACT

This is Amendment #3 to the Contract by and Between Jefferson County, Alabama through the Department of Community & Economic Development, hereinafter called "the County", and Gillespie Construction, LLC. hereinafter called "the Contractor" for grant allocation PY10/FY14. The effective date of this agreement shall be August 29, 2013.

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract;

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

The contract between the parties which was approved by the Jefferson County Commission on August 29, 2013, in Minute Book 165, Page 286, as amended on May 8, 2014, in Minute Book 166, pages 242-243 and as amended on June 10, 2014, is hereby amended as follows:

The purpose of this Modification is to increase the scope of the project to include a revised pump station and extend the construction contract 90 days for the West Highland Water Line Project (CDBG10-03J-U02-WHL). The cost for the additional work shall be \$137,335.00. The new contract price shall be \$467,135.00 and the new completion date for the construction contract shall be April 4, 2015. All other conditions and terms shall remain the same.

JEFFERSON COUNTY, AL

James A. Stephens, President

Jefferson County Commission

CONTRACTOR

_____, 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.

Nov-20-2014-1001

BE IT RESOLVED, by the Jefferson County Commission that the President, be and he is authorized, directed and empowered to execute an Agreement between Jefferson County, Alabama and Thompson Architecture, Inc. for the provision of Architectural services in connection with the FEMA Oak Grove Storm Shelter. The fee for these services shall not exceed Twenty Six Thousand and 00/100 Dollars (\$26,000.00), and will be paid for in full with federal funds from FEMA. This project is from the 2013 Program Year.

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

Nov-20-2014-1002

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President, be and hereby is authorized, empowered and directed to execute this be Cooperation Agreement between Jefferson County, Alabama and the Adger Fire District for the Adger Storm Shelter. There is \$400,000 in federal CDBG-DR funds allocated to this project. This project is from the 2013 program year.

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

Nov-20-2014-1003

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute an Agreement between Jefferson County, Alabama and Baker Valuation, Inc. to provide real estate appraisal review services to determine market value of land needed for eligible public facilities and infrastructure projects for the period November 20, 2014 - November 19, 2015 in the

amount of \$15,000 - CDBG-DR funds.

RFQ 12&14

PROFESSIONAL SERVICES CONTRACT

Real Estate Appraisal REVIEW Services

THIS AGREEMENT entered into this day of , by and between Jefferson County, Alabama, hereinafter called "the County", and Baker Valuation, Inc., located at One Independence Plaza, Suite 800, Homewood, AL 35253, hereinafter called "the Contractor". The effective date of this agreement shall be upon Commission approval.

WHEREAS, the County desires to contract for Real Estate Appraisal Review Services for the Community and Economic Development, hereinafter called "Community Development"; and

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

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

1. **ENGAGEMENT OF CONTRACTOR:** The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. **SCOPE OF SERVICES:** This Contract results from Jefferson County's Request for Quotes No. 128-14 dated June 9, 2014, the terms of which are included herein by reference. The Contractor shall perform all necessary professional services provided under this Contract as required by Community Development. The Contractor shall do, perform, and carry out in a satisfactory and proper professional manner the following:

The review of appraisals to be performed to determine the fair market value of land needed for eligible public facilities and infrastructure projects under the CDBG-DR program are as follows:

1. McDonald Chapel
2. Concord
3. Pleasant Grove, Alabama
4. Fultondale, Alabama
5. Warrior, Alabama
6. McCalla
7. Vestavia Hills, Alabama
8. North Smithfield

Contractor shall appraisal review services and prepare all reports in compliance with the Uniform Standards & Procedures for Appraisal Practice (USPAP), HUD-CDBG Real Estate Acquisition Guidelines, and the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

Completed reports will be delivered within (10) days of receipt of any subsequent purchase order resulting from this agreement for the following parcels:

APPRAISAL ASSIGNMENT

1. TAX PARCEL ID: 21-00-34-1-017-012.000 (5720Greece)
2. TAX PARCEL ID: 21-00-34-1-017-006.000 (5729 Holland)

Appraisal Assignments will be updated for the additional properties listed within this agreement once title searches have been completed.

3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to render professional appraisal services to Community Development at any time after the effective date of this Contract. The completion date of all services under this Contract is 12 months from the effective date. However, the Contract may be extended, at the County's option, for two (2) additional one year periods, not to exceed three (3) full years.

4. **COMPENSATION:** The Contractor shall be compensated for services rendered up to a maximum charge of:

1. \$200.00 for each Review Package- Residential Vacant Land Desktop Review
2. \$250.00 for each Residential Vacant Land Full Review with Physical Inspection
3. \$265.00 an Hour for Court Testimony including actual preparation time, disposition, and/or testimony time.

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

6. **STATEMENT OF CONFIDENTIALITY:** Contractor agrees that any information accessed or gained in performance of those duties

will be maintained in absolute confidence and will not be released, discussed, or made known to any party or parties for any reason whatsoever, except as required in the conduct of duties required, or where disclosure is required by law or mandated by a court of law.

7. **INDEPENDENT CONTRACTOR:** The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for Workmen's Compensation, FICA taxes, Occupational Taxes, all applicable federal, state and local taxes, etc. and that the County will not be obligated for same under this contract.

8. **NON-DISCRIMINATION POLICY:** The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status. The Contractor will ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability or veteran status. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

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

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

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

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

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

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

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

commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.

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

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

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

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

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

_____, Authorized Representative for Contractor

Baker Valuation

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.

Nov-20-2014-1004

WHEREAS, Jefferson County has received approval from the U.S. Department of Housing and Urban Development for its Program Year 2014 Action Plan; and

WHEREAS, the grant assistance that is approved is \$1,746,595.00 for the CDBG Program, \$632,924.00 for the HOME Program, and \$143,468.00 for the ESG Program. The total allocation for Jefferson County is \$2,522,987; and

WHEREAS, these funds will be utilized to address the problems of affordable housing, homelessness, and economic opportunities for all citizens, particularly for low income persons.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President, W. D. Carrington, is authorized to sign HUD 7082 which incorporates the CDBG Entitlement Agreement, HUD 40093 which incorporates the HOME Investment Partnership Agreement, and the ESG Program Agreement Funding Approvals. Execution of these forms constitutes the agreement between the Department of Housing and Urban Development (HUD) and Jefferson County, Alabama for the 40th 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.

Nov-20-2014-1005

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Grant Agreement between Jefferson County, Alabama, by and through the Office of Senior Citizen Services and the Alabama Department of Senior Services to provide implementation/funding for the Alabama Elderly Medication Program (SenioRx) in an amount not to exceed \$208,986 for FY2014-2015.

GRANT AGREEMENT

This Grant Agreement is entered into by and between the Office of Senior Citizens Services (hereinafter referred to as the Grantee) and the Alabama Department of Senior Services, (ADSS) for the local implementation of the Alabama Elderly Medication Program operated through the Area Agency on Aging, Aging and Disability Resource Centers. It is understood that funding comes from the State of Alabama, General Fund.

PURPOSE: The Alabama Elderly Medication Program, hereafter called SenioRx shall provide assistance to older and disabled individuals requesting access and assistance to obtain free or discounted prescription drugs and services rendered through the Aging and Disability Resource Centers (ADRC) to allow comprehensive options counseling, benefits screening, and application assistance.

TERM OF AGREEMENT: The grant shall begin October 1, 2014 and terminate not later than September 30, 2015 or any time prior if the funds for this grant are no longer available or other conditions or circumstances should cause this grant to be altered, modified, extended, or terminated. This agreement is conditional upon the availability of funds and performance outcomes. Should funds become unavailable during the term of the grant agreement, the grant agreement shall terminate upon notice by ADSS. Grantee agrees to follow the Grantee responsibilities and Assurances as outlined in the attachments.

PAYMENT: Funds for this Grant Agreement period shall not exceed \$208,986. Funds will be used for the purpose of this agreement only and shall be paid upon submission of a cash draw down form.

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

REPORTING: The Grantee agrees to comply with all reporting requirements, in form and substance, as required by the Department. Reports will cover the funds and activities of this grant only. The Grantee must report monthly through AIMS no later than the 10th day of the month following the reporting period.

A quarterly work plan as well as a quarterly narrative must be submitted containing information requested by the State Coordinator. This narrative will include activities coordinated with the ADRC. The Grantee shall submit a Financial Status Report to the ADSS Fiscal Division quarterly. The report shall be submitted no later than the 21st day of the month following the end of the program quarter. The Grantee shall assume responsibility for the accuracy and completeness of the information contained in all technical documents and reports submitted to ADSS.

MONITORING: ADSS Program Staff will monitor the Grantee's activities and reports as required. ADSS, whenever it determines that the Grantee has materially failed to comply with the Standard Terms and Conditions of this grant, will promptly notify the grantee in writing of the determination. An agreed upon corrective action plan shall then be followed until satisfactory compliance is achieved and notice of this compliance is provided to the Grantee by ADSS.

PUBLICATIONS: ADSS will be provided with a copy of all materials, reports, documents, etc. produced by the funds awarded for this project. The grantee should include a brief statement in all publications stating that this project is made possible through a grant from the Alabama Department of Senior Services.

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

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

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

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

ASSURANCES: The Grantee hereby agrees to abide by the attached assurances.

IMMIGRATION LAW COMPLIANCE: The Grantee hereby certifies compliance with the requirements of §31-13-9(a) and (b), Code of Alabama 1975, as amended and has provided proper documentation to ADSS. By signing this agreement, the grantee affirms, for the

duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama.

Furthermore, if grantee is found to be in violation of this provision it shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

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

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

SUBCONTRACTOR: Grantee has written contracts in place with any subcontractor that addresses detailed descriptions of the program requirements, services provided, or specific methods, procedures, and guidelines for program eligibility, documentation, or performance outcomes. Grantee monitors all subcontractors at least yearly with an on-site visit. Grantee ensures subcontractors are bonded and insured as appropriate.

ALABAMA DEPARTMENT OF SENIOR SERVICES

Neal G. Morrison, Commissioner

Todd Russell

(for Legal Compliance/Form)

GRANTEE

James A. Stephens, President

Jefferson County Commission

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

Nov-20-2014-1006

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Contract Services -Medicaid Waiver, Alabama Cares and In-Home Services Program agreements between Jefferson County, Alabama, through the Jefferson County Office of Senior Services (OSCS) and the following contractors to provide home and community-based services for eligible Medicaid and Alabama Care recipients, as authorized by the Alabama Medicaid Agency, for the period October 1, 2014 - September 30, 2015.

OSCS shall pay the accumulated authorized costs to the contractors subject to receipt of the funds from the Alabama Department of Senior Services.

Contractors:

Stevens Home Health Care

Choice Home Health

Healing Hearts II Home Care

Virginia's Sitter Services

All Care Home Health

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

Nov-20-2014-1007

WHEREAS, Jefferson County Family Court is mandated to facilitate the care, protection and discipline of children who come under the jurisdiction of the juvenile court while acknowledging the responsibility of the juvenile court to preserve the public peace and security; and

WHEREAS, Family Court provides numerous other monitoring, counseling, enforcement, and mental health services for the children of Jefferson County; and

WHEREAS, Family Court has received services from the Jefferson-Blount-St. Clair Mental Health Authority (JBS) pending execution of a new contract; and

WHEREAS, JBS is entitled to compensation for services provided to Jefferson County.

THEREFORE BE IT RESOLVED that the Chief Financial Officer is directed to facilitate payments to the JBS based on invoices provided:

VENDOR	AMOUNT	PERIOD
Jefferson-Blount-St. Clair Mental Health Authority (JBS) (Jefferson County Youth Advocacy Program)	\$20,000	July 1, 2014 - Sept. 30, 2014

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

Nov-20-2014-1008

WHEREAS, Jefferson County Family Court is mandated to facilitate the care, protection and discipline of children who come under the jurisdiction of the juvenile court while acknowledging the responsibility of the juvenile court to preserve the public peace and security; and

WHEREAS, Family Court provides numerous other monitoring, counseling, enforcement, and mental health services for the children of Jefferson County; and

WHEREAS, Family Court was unable to obtain approval to continue certain programs required to receive grant funds from the Alabama Department of Youth Services; namely the Youth Advocacy Program administered by the Jefferson-Blount-St. Clair Mental Health Authority; and

WHEREAS, after approval to pay final invoices for services provided in closing out the program, \$424,066.89 in grant funds received from the Alabama Department of Youth Services for the purpose of offering the Youth Advocacy Program will remain unexpended;

NOW THEREFORE BE IT RESOLVED that the Chief Financial Officer is directed to remit unexpended grant funds in the amount of \$424,066.89 to the Alabama Department of Youth 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.

Nov-20-2014-1009

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

Agreement with Technical Innovation to provide audio/visual recording equipment maintenance services for FY2014-2015 in the amount of \$37,900

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

Nov-20-2014-1010

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Alabama Cooperative Extension to provide funding for salaries and in-County travel for FY2014-2015 in the amount of \$102,250.

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into the 1st day of October, by and between Jefferson County, Alabama, hereinafter called "The County", and, Alabama Cooperative Extension System, hereinafter call "the Contractor". The effective date of this agreement shall be October 1, 2014.

WHEREAS, the county desires to contract for services for the Jefferson County Extension Office, hereinafter call "County Extension Office"; and

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

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

1. **ENGAGEMENT OF CONTRACTOR:** The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. **SCOPE OF SERVICES:** The contractor shall perform all necessary professional services provided under this contract as required. The Contractor shall provide the following programs in a satisfactory and proper professional manner:
 - a. Agricultural Programs
 - b. Forestry and Natural Resource Programs
 - c. Urban and Nontraditional Programs
 - d. Family and Individual Well-being Programs
 - e. Community and Economic Development Programs
 - f. 4-H Youth Development Programs
3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to render the professional services listed above to the County at any time after the effective date of this Contract.
4. **COMPENSATION:** The Contractor shall be compensated for services rendered as follows:
 - a. The County shall pay the contractor a total of \$102,250.00 to be paid with twelve monthly payments of one (1) \$8,520.87 and eleven (11) \$8,520.83 upon execution of this Contract.
 - b. The Contractor shall use said funds above to help defray the cost of regular salaries for Jefferson County Extension Office.
5. **INDEPENDENT CONTRACTOR:** The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for Workmen's Compensation, FICA taxes, Occupation 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, age, color, sex, national origin, religion, disability or veteran status.
7. **MISCELLANEOUS REQUIREMENTS:** Upon execution of this contract, the Contractor shall furnish the Jefferson County Finance Department with information required for Form 1099 reporting and other pertinent data required by law.
8. **TERMINATION OF CONTRACT:** This contract may be terminated by the County with a thirty (30) day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the County shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the Contractor of any liability to the County or damages sustained by virtue of a breach by the Contractor.
9. **LIABILITY:** The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY.
10. **AMENDMENT OF AGREEMENT:** This Contract contains the entire understanding of the parties, and no change of any term of provision of the Contract shall be valid or binding unless so amended by written instrument which has been executed or approved by the County. Any such amendment shall be attached to and made a part of this Contract. A written request must be made to the County and an amended agreement will be executed.
11. **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.
12. **COUNTY FUNDS PAID:** Contractor and the Contractor's 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.
13. Any violation of this certification shall constitute a breach and default of this Agreement which shall be cause for termination. Upon such termination Contractor shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

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

CONTRACTOR:

Stacey M. Walker for Dr. Gary Lemme, Director

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.

Nov-20-2014-1011

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Chief Financial Officer is hereby directed to issue a check made payable to Crime Stoppers of Metro Alabama, Inc., a not for profit corporation IRC 501 (c) (3) organized under the laws of the State of Alabama, in the amount of \$60,000 per invoice dated October 27, 2014.

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

Nov-20-2014-1012

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of Chris Richards to serve on the Concord Fire District Board of Trustees for a five-year term ending October, 2019, 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.

Nov-20-2014-1013

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of Hollis W. Baughn to fill the unexpired term of Pauline Hilton on the Concord Fire District Board of Trustees for a term ending October, 2015, 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.

Nov-20-2014-1014

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney is hereby authorized to settle the workers' compensation claim of Delores Frost in the amount of Fifty Six Thousand Two Hundred Twenty-Eight and 36/100 (\$56,228.36) Dollars.

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

Nov-20-2014-1015

WHEREAS, the Jefferson County Commission desires to reaffirm maintenance of certain roadways and bridges located within the city limits of municipalities located in Jefferson County, Alabama; and

WHEREAS, it is the intent of the Jefferson County Commission to re-establish maintenance of roadways located within the city limits of municipalities that were being maintained by Jefferson County as of July 7, 1995; and

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

WHEREAS, the Jefferson County Commission desires to collaborate with the various municipalities located within Jefferson County

to provide maintenance of certain roadways located within the city limits of these municipalities for the public purpose of providing maintenance and repair of these roadway; and

WHEREAS, the Jefferson County Commission recognizes that adjoining land uses as well as jurisdictional boundaries have changed since 1995 and therefore the specific roadways and limits may be adjusted by mutual agreement to account for these changes; and

WHEREAS, the Jefferson County Commission recognizes that funding for the maintenance of these roadway segments was not included in the FY 2015 budget and that this further constrains the ability of the County to maintain its roadways at an acceptable level of service.

BE IT RESOLVED by the Jefferson County Commission that the County Manager is hereby directed to the following:

- Develop mutual agreements regarding maintenance of select roadways within each municipality for final approval by the Commission. These agreements should specifically identify the elements of responsibility of each party similar to the elements outlined in Exhibit A.
- That to the extent possible, all of these agreements will be completed and approved by the respective municipality's governing body and the Commission within 6 months of the date of this resolution.
- Update the Commission, as a whole on the status of these agreements and progress made towards their completion monthly.
- Develop and report to the Commission the budgetary requirements these additional roadway miles places on the County budget within the next two months.

EXHIBIT A

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 permits, 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 - 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 and/or repair, but the City shall share in the costs to the County at 50% of the County's portion due to ALDOT for such project.
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 (including, but not limited to 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.
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 (including but not limited to, driveways, roadways, 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 environmental violations deemed to be the 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 these 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. 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 listed responsibilities 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.

*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.

Communication was read from Roads & Transportation recommended the following;

1. Bright House Networks to install 6,202' of 2" conduit on Acton Road to Camp Horner Road.

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

Nov-20-2014-1016

BE IT RESOLVED by the JEFFERSON COUNTY COMMISSION, that upon the recommendation below the following transaction is hereby approved and the Finance Department is directed to make payment as stated.

Recommended by:	Tracy A. Pate, P.E. Interim Director/County Engineer
Department:	Roads & Transportation
Date:	November 6, 2014
Purpose:	Payment to Robert S. Scelsi for acquired ROW, 0.001 acres, more or less and the Temporary Construction Easement contains 0.049 acres, more or less (site address) – 3428 Chapel Lane, Hoover, AL 35226 Project No. STPBH-7020(601) - Patton Chapel Rd - Ph. III – Tr. 9 Agent: Alan K. Dodd

Price: \$1,140.00
Pay to the order of: Robert S. Scelsi
Mailing Address: 3428 Chapel Lane
Hoover, AL 35226

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

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

Nov-20-2014-1017

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Richard Maloy, MAI, d/b/a Maloy and Company, Inc. to provide expert witness and appraisal services for the County Attorney's Office in relation to the condemnation case styled *Jefferson County v. Chalkville, LLC* in the amount of \$4,000.

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into this 17th day of October, 2014, by and between Jefferson County, Alabama, hereinafter called "the County," and Richard Maloy, MAI, hereinafter called "the Contractor." The effective date of this agreement shall be 17th day of October, 2014.

WHEREAS, the County desires to contract for and procure expert witness and appraisal services for the County Attorney's Office in relation to the condemnation proceeding styled *Jefferson County v. Chalkville, LLC*, Civil Action No. CV-2012-000394; and

WHEREAS, the Contractor desires to furnish and provide said expert witness and appraisal services to the County for the County Attorney's Office in relation to the condemnation proceeding styled *Jefferson County v. Chalkville, LLC*, Civil Action No. CV-2012-000394.

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: The Contractor shall be available and prepared to provide expert witness testimony for the County Attorney's Office at deposition and trial as the County's expert witness pertaining to the Contractor's appraisal. The Contractor shall perform all necessary appraisal services provided under this Contract as required by the County Attorney's Office and the Right of Way Division of the Roads and Transportation Department. The Contractor shall do, perform, and carry out in a satisfactory and proper professional manner the updated appraisal to September 17, 2010 ("date of take") and court work pertaining to STPBH 9802 (904) TOPICS Phase 7, site 6 (Chalkville Road at Green Drive) Tract #1 along Chalkville Road, Jefferson County, Alabama, with a full narrative report "using ALDOT format to their regulations" and developed in accordance with the Uniform Standards of Professional Appraisal Practice.
3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render professional appraisal and expert witness services to the County Attorney's Office at any time after the effective date of this Contract. This agreement shall become effective on the date that all parties sign this agreement and shall terminate upon the final disposition and resolution of the condemnation proceeding styled *Jefferson County v. Chalkville, LLC*, Civil Action No. CV-2012-000394.
4. COMPENSATION: Contractor shall be compensated for services rendered as follows:
Tract 1 Update \$1,000.00
\$250.00 per hour for Court Time, if necessary.
Total cost of appraisals work performed under this contract is not to EXCEED \$4,000.00 upon receipt of an approved invoice. All amounts due to the Contractor shall be paid on a net 45 day basis.
Jefferson County will pay this price based on the following schedule: Sixty percent (60%) of each tract shall be paid after receipt of the appraisal with appropriate invoice and the remaining forty percent (40%) shall be paid after completion of answers to any review questions and submitting to Jefferson County a corrected copy of any changes made along with the invoice for the remaining forty percent (40%). Any pre-trial, depositions, or court time related hours will be paid within 45 days of invoice submittal. Those items that may be subject to the appraiser's professional opinion shall not be considered errors but the appraisal shall contain supporting evidence.
5. INDEPENDENT CONTRACTOR: The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for Workmen's Compensation FICA taxes, Occupational Taxes, all applicable federal, state and local taxes, etc., and that the County will not be obligated for same under this contract.
6. NON-DISCRIMINATION POLICY: Both parties agree that all services rendered under this contract will be done so without regard

to race, creed, color, sex, national origin, religion, or handicap.

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR
Richard Maloy, MAI

JEFFERSON COUNTY, ALABAMA
James A. Stephens, President

Jefferson County Commission

ATTESTS:

INTERIM DIRECTOR/COUNTY ENGINEER

Minute 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.

Nov-20-2014-1018

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute an Agreement to Provide Professional Service Agreement for 2014 Sanitary Sewer Repair and Replacement, Contract 1 between Jefferson County and Engineering Design Technologies, Inc.

AGREEMENT

PROFESSIONAL ENGINEERING AND INSPECTION SERVICES FOR THE
2014 SANITARY SEWER REPAIR AND REPLACEMENT, CONTRACT 1

This AGREEMENT, made this the _____ day of _____ 2014 by and between JEFFERSON COUNTY, Alabama as Party of the First Part, hereinafter referred to as the COUNTY, and ENGINEERING DESIGN TECHNOLOGIES, INC. as Party of the Second Part, hereinafter referred to as the CONSULTANT.

WHEREAS, the said CONSULTANT has agreed and by these presents does agree with the COUNTY for the consideration hereinafter mentioned with payment to be administered by the COUNTY to provide associated inspection services sanitary sewer repair and replacement throughout Jefferson County.

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 scope of work proposed in this AGREEMENT consists of professional engineering and inspection services for the duration of the 2014 Sanitary Sewer Repair and Replacement, Contract 1 sewer construction project. The construction project includes: 540 linear feet of 8 to 12 inch sanitary sewer line installation, 4700 linear feet of 6 to 24 inch sanitary sewer line replacement, 240 vertical feet of manhole replacement and 110 vertical feet of manhole installation. This project is located throughout Jefferson County.

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 in accordance with standards and practices adopted by the Jefferson County Environmental Services Department:

1. Designate a resident inspector to serve as primary contact with the COUNTY and act as the COUNTY'S representative on the construction site.
2. Perform engineering construction management for the 2014 Sanitary Sewer Repair and Replacement, Contract 1 sewer construction project. Specific tasks include:
 - A. Providing engineering consulting to the COUNTY during construction.
 - B. Preparing supplemental sketches (job sketches) as needed to address problems due to actual field conditions encountered.
 - C. Checking submittals and shop drawings provided by the contractor for general conformity of design concept and conformance with the information given in the contract documents.
 - D. Providing engineering observation of the work of the contractor as construction progresses (Estimated ten [10] hours per day). Construction observation shall be performed in coordination with the COUNTY's construction inspection division.
 - E. Issuing necessary clarification of the contract documents, prepare contract modifications and make recommendations as to the acceptability of the work.

F. Processing the Contractor's pay requests by reviewing the request to the best of the CONSULTANT'S knowledge and belief and recommend issuance of such payments by the COUNTY.

G. Making a final review and report on the completion of the project, including recommendations concerning final payment to the contractor and release of retainage.

H. Submitting Inspector's Record Drawings.

SECTION 2 - OBLIGATION OF THE COUNTY TO THE CONSULTANT

It is understood that the COUNTY will:

1. Furnish one (1) full-size and two (2) half-size sets of construction documents.
2. Assist the CONSULTANT by placing at their disposal all available information pertinent to the project, including previous reports and any other data relative to the condition of the site.
3. Designate a project manager to coordinate CONSULTANT's work and to assist as COUNTY'S representative with respect to the work to be performed under this AGREEMENT.
4. 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.
5. Give prompt written notice to the CONSULTANT whenever the COUNTY's observer, or otherwise, becomes aware of any defect in the project.

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.

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 within six (6) months from the notice-to-proceed. Should delays attributable to causes beyond the control of the CONSULTANT be encountered, such as would extend the contract work beyond the agreed upon 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 A - Rate Schedule. The contract shall include a maximum engineering cost of ninety-three thousand six hundred dollars and 00/100 cents (\$93,600.00). This contract amount shall not be exceeded except by formal contract amendment.

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, no sub-consultants are anticipated. 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.
 - 1. 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.
 - 2. 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:

I. Withholding of payments to the CONSULTANT under the contract until the CONSULTANT complies and/or

ii. 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, Engineering Design Technologies, Inc. on the ___ day of ___, 2014 and the COUNTY on the ___ day of ___ 2014.

Zachary Robertson, P.E., Vice President
Engineering Design Technologies, Inc.

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.

Nov-20-2014-1019

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

U.S. Department of the Interior	Customer #: 60000001106
U.S. Geological Survey	Agreement #: 13ESAL00000034
Joint Funding Agreement	Project #: 0010A/00300
	TIN #: 63-6001579
FOR	Fixed Cost <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Water Resources Investigations	

THIS AGREEMENT is entered into as of the 28th day of July, 2014, by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Jefferson County, Alabama, party of the second part.

1. The parties hereto agree that subject to availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation a program for the operation of eleven stream gaging stations with data collection platforms in Jefferson County, which includes the water quality monitoring of temperature, specific conductance and dissolved oxygen at eight of those stations, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of \$0.

- | | | |
|-----|--------------|--|
| (a) | \$99,955.00 | by the party of the first part during the period
October 1, 2014 to September 30, 2015 |
| (b) | \$132,700.00 | by the party of the second part during the period
October 1, 2014 to September 30, 2015 |

NOTE: The amount shown for 2(a) does not reflect \$32,745 (USGS Support Services)

© Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

(d) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized

representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records, or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records, or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at costs, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records, or reports published by either party shall contain a statement of the cooperative relations between the parties.

9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form D1-1040). Billing documents are to be rendered quarterly. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983).

U.S. Geological Survey
United States
Department of the Interior
USGS Point of Contact
Name: Maurice W. Treece, Jr.
Address: 75 Techna Center Drive
Montgomery, AL 36117
Telephone: (334) 395-4126
Email: mwtreece@usgs.gov

Jefferson County Commission
Customer Point of Contract
Name: Celeste E. Brown
Address: Jefferson County Environmental Services
1290 Oak Grove Road
Homewood, AL
Telephone: (205) 942-7404
Email:

Athena P. Clark, Director

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.

Nov-20-2014-1020

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute the Agreement to Provide Professional Engineering Services for Riverchase Pump Station Odor Control Study between Jefferson County and CDM Smith, Inc. with cost not to exceed \$53,059.00.

AGREEMENT TO PROVIDE
PROFESSIONAL ENGINEERING SERVICES
FOR Riverchase Pump Station Odor Control Study

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

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

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

ARTICLE I – SCOPE OF WORK

CONSULTANT shall perform air sampling and alternatives analysis for addition of odor control to the Riverchase Pump Station. The scope of this work is described in detail in Attachment A.

SECTION 1 – OBLIGATION OF CONSULTANT TO OWNER

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

SECTION 2 – OBLIGATION OF OWNER TO THE CONSULTANT

It is understood that the OWNER will:

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

SECTION 3 – CONFERENCES AND VISITS TO SITE

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

ARTICLE II – TIME OF BEGINNING AND COMPLETION

- A. The work shall be completed in accordance with the schedule provided in Attachment A as adjusted for the actual notice to proceed date. Should delays attributable to causes beyond the control of the CONSULTANT be encountered, the OWNER may adjust the amount of this contract by amendment, so as to reflect the cost of additional expense items and additional fee, if any, arising from the change.
- B. In case the COUNTY deems it advisable or necessary in the execution of the work to make any alteration which will increase or decrease the scope of work outlined in this AGREEMENT, the time limits specified herein may be adjusted in accordance with Article IV, Section 1.
- C. The Contract shall remain in full effect until completion of the Scope of Work and acceptance of final payment by the CONSULTANT, up to the maximum term allowed by law.

ARTICLE III – PAYMENT

SECTION 1 – FEE

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

For the work contemplated under Article I, Section 1, compensation shall be computed on the basis of a Cost Not to Exceed amount to be paid based on man-hours and other expenses incurred at the schedule of standard charges attached as Attachment C. The contract shall include a maximum cost of Fifty three thousand and fifty nine dollars (\$53,059.00) as further defined in Attachment B.

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

SECTION 2 – FINAL ACCEPTANCE

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

work required at the request of the OWNER.

ARTICLE IV – MISCELLANEOUS PROVISIONS

SECTION 1 – CHANGES OF WORK

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

SECTION 2 – OWNERSHIP OF ENGINEERING DOCUMENTS

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

SECTION 3 – CONSULTANT'S ENDORSEMENT

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

SECTION 4 - DELAYS AND EXTENSIONS

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

SECTION 5 – TERMINATION OR ABANDONMENT

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

SECTION 6 – TERMINATION OF CONTRACT FOR BREACH

1. The Contract may be terminated by the OWNER for CONSULTANT'S breach of any substantive provision of the Contract including, but not limited to, any of the following reasons:
 - A. Substantial evidence and belief that the progress being made by the CONSULTANT is insufficient to complete the Work within the specified time.
 - B. Deliberate failure on the part of the CONSULTANT to proceed with the Work when so instructed by the OWNER or to observe any requirement of these Specifications.
 - C. Failure on the part of the CONSULTANT to promptly make good any defects in the work that may be called to his attention by the OWNER.
 - D. In case the CONSULTANT becomes insolvent or is declared bankrupt, or allows any final legal judgment to stand against him

unsatisfied, or shall make an assignment for the benefit of his creditors.

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

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

SECTION 7 – CONTROVERSY

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

SECTION 8 – RESPONSIBILITY FOR CLAIMS AND LIABILITY

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

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

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

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

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

SECTION 9 - GENERAL COMPLIANCE WITH LAWS

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

SECTION 10 - SUBLETTING, ASSIGNMENT OR TRANSFER

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

SECTION 11 - EMPLOYMENT OF OWNER WORKERS

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

2. The CONSULTANT warrants that he has not employed or retained any company, or person other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this AGREEMENT, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty, the

OWNER shall have the right to annul this contract without liability or, at its discretion, deduct from the contract price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts or contingent fee.

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

SECTION 12 – CONTROL

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

SECTION 13 - CONDITIONS AFFECTING WORK

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

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

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

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

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

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

SECTION 14 - GOVERNING LAW/DISPUTE RESOLUTION

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

ARTICLE V

SECTION 1 - EXECUTORY CLAUSE

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

ARTICLE VI

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

CONSULTANT on the ____ day of _____ 2014

Christopher Provost, P.E.

CDM Smith, Senior Vice President

and the OWNER on the ____ day of _____ 2014.

RECOMMENDED:

Environmental Services Department

David Denard, Director of Environmental Services

APPROVED:

Jefferson County, Alabama

James A. Stephens, President

Jefferson County, Commission

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

Nov-20-2014-1021

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute the Agreement to Provide Professional Engineering Services for the updating of the plans and specifications and Construction Management for the Fairmont, Halls Branch and Harriman Pump Station Upgrades between Jefferson County and Engineering Services Associates, Inc., in the amount of \$63,700.00

AGREEMENT TO PROVIDE ENGINEERING SERVICES

FOR THE

RE-BID AND CONSTRUCTION OF THE FAIRMONT, HALLS BRANCH AND HARRIMAN PUMP STATION UPGRADES

This AGREEMENT made this _____ day of _____, 2014 by and between Jefferson County, in the State of Alabama, as party of the First Part, hereinafter referred to as the COUNTY, and ENGINEERING SERVICE ASSOCIATES, INC., as party of the Second Part, hereinafter referred to as the CONSULTANT.

WHEREAS, the said CONSULTANT has agreed and by these presents does agree with the OWNER for the consideration hereinafter mentioned with payment to be administered by the OWNER to perform pump station studies and provide associated engineering services for upgrades to the Fairmont, Halls Branch and Harriman Pump 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 Jefferson County Commission and shall ascertain the practices of the Jefferson County Environmental Services Department prior to beginning any of the work on this project. All work under this AGREEMENT shall be performed in accordance with these standard practices and any special requirements herein set forth.

The goals of the OWNER and CONSULTANT under this AGREEMENT are to perform engineering services including: (1) Update and re-bid the Fairmont, Halls Branch, and Harriman Pump Station Upgrades project; (2) Provide part time construction management and project closeout of the Pump Station Upgrades.

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

SECTION 1 – OBLIGATION OF THE CONSULTANT TO THE OWNER

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

1. Update the Drawings and Specifications in preparation of re-bidding the three (3) pump station upgrades as previously designed by CONSULTANT. Pump Station Upgrades generally include the following:
 - A. Fairmont Pump Station, located at 3039 41st Court North, Birmingham; Upgrade of existing pump station includes standby power, primary and secondary wet well level controls, valve replacements, new electrical controls, wet well and dry pit modifications, fencing, widening of access road entrance and other ancillary appurtenances.
 - B. Halls Branch Pump Station, located at 115 Greenridge Terrace, Bessemer; Upgrade of existing pump station includes new dry pit submersible pumps and motors, standby power, wet well level controls, electrical panel and controls, valve replacements, building renovations to include pump hoist and monorail, replace roofing system on existing pump station building, new building ventilation system, wet well vent, new 24" Plug Valve in concrete valve vault, fencing, new pump station driveway, and other ancillary appurtenances.
 - C. Harriman Pump Station, located at 4400 Shuttlesworth Drive, Birmingham; Upgrade of existing pump station includes standby power, wet well level controls, electrical panel and controls, wet well rehabilitation, fencing, and other ancillary appurtenances. Additional sanitary sewer improvements include 1,316 LF of cured-in-place liner, mainline cleaning, various point repairs and mainline replacements, and other

ancillary improvements or upgrades.

2. Update construction documents and provide bid phase services for the project re-bid. Services will include:
 - A. Update of construction drawings to include applicable data from the five (5) Addendums issued during the original bidding of this project.
 - B. Update of construction specifications.
 - C. Update bid quantities and construction cost estimate.
 - D. Review of status of ROW acquisition.
 - E. Preparation of Notice to Bidders and assist the OWNER with the distribution of plans, pre-bid conference, addendums, bid opening, bid evaluation and recommendation of award.
3. Perform part-time construction management for the project that will upgrade the three pump stations. Services will include:
 - A. Participate in pre-construction conference prior to commencement of construction at the site.
 - B. Provide consultations and advice to the OWNER during construction.
 - C. Preparation of supplemental sketches (job sketches) required to address problems due to actual field conditions encountered.
 - D. Checking submittals and shop drawings provided by the contractor for general conformity of design concept and conformance with the information given in the contract documents.
 - E. Reviewing laboratory, shop and mill test reports.
 - F. Provide as needed, part time engineering observation of the work of the contractor as construction progresses. Construction observation shall be performed in conjunction with the County's full time construction inspector.
 - G. Issuing necessary clarification of the contract documents, prepare contract modifications and make recommendations as to the acceptability of the work.
 - H. Processing the Contractor's estimated payment requests by reviewing the request to the best of the CONSULTANT'S knowledge and belief and recommend issuance of such payments by the OWNER.
 - I. Making a final review and report on the completion of the project, including recommendations concerning final payment to the contractor and release of retainage.
 - J. Preparation of Record Drawings with a 1" = 50' horizontal and 1" = 10' vertical scale.
4. Keep confidential all records.
5. Perform all work in accordance with standards and practices adopted by the Jefferson County Environmental Services Department.
6. Provide a compact disk with all associated data in electronic format.

SECTION 2 - OBLIGATION OF THE OWNER TO THE CONSULTANT

It is understood that the OWNER will:

1. Furnish requirements for the project and provide full information as to its requirements for the project.
2. Assist the CONSULTANT by placing at their disposal all available information pertinent to the project, including previous reports and any other data relative to the condition of the site.
3. Designate a project manager to coordinate CONSULTANT's work and to assist as OWNER'S representative with respect to the work to be performed under this AGREEMENT.
4. 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.
5. Advertise for proposals from bidders, open the proposals at the appointed time and place, and pay for all costs incidental thereto.
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 OWNER's observer, or otherwise, becomes aware of any defect in the project.
9. Negotiate any right-of-way or easements with property owners.
10. 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 OWNER 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 OWNER or by the CONSULTANT in conjunction with any other party or parties.

ARTICLE II - TIME OF BEGINNING AND COMPLETION

1. The CONSULTANT agrees to start work on the professional services outlined under Article I of this AGREEMENT within ten (10) days following receipt of written notice from the OWNER to proceed. The OWNER will not notify the CONSULTANT to commence work until this AGREEMENT has been formally approved by both parties.
2. Work shall continue for fifteen (15) months or until project completion.
3. In case the OWNER deems it advisable or necessary in the execution of the work to make any alteration which will increase or decrease the scope of work outlined in this AGREEMENT, the time limits specified herein may be adjusted in accordance with Article IV, Section 1.
4. At the completion of this contract, the OWNER and the CONSULTANT may decide at the OWNER'S option to enter into negotiations to extend the scope of work and time of the contract.

ARTICLE III - PAYMENT

SECTION 1 – PAYMENT:

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

For the work contemplated under Article I, Section 1, the OWNER will pay the CONSULTANT based on actual allowable expenses not to exceed the proposed costs of \$56,955.00, (Fifty-Six Thousand, Nine Hundred Fifty-Five Dollars), plus a fixed professional fee of \$6,745.00, (Six Thousand, Seven Hundred Forty-Five Dollars) for a total "cost plus fixed fee" contract in the amount of \$63,700.00, (Sixty-three Thousand, Seven Hundred Dollars), as shown below and in Attachment 1 appended hereto. The contract Amount shall be subject to increases or decreases for changes in the Work as provided in Article IV, Section 1.

Engineering Services	\$56,205.00
Other Direct Cost	\$750.00
Professional Fee	\$6,745.00
Total Contract Amount	\$63,700.00

The above represents the CONSULTANT'S best estimate of anticipated hours and costs to perform this contract based on a fifteen (15) month rebid and construction time. The COST CEILING for this AGREEMENT shall not be exceeded except by a formal amendment to this AGREEMENT.

Payment shall be made, not more often than once monthly, in such amounts as evidenced by the submittal of vouchers and invoices by the CONSULTANT to the OWNER and along with other evidence of performance as the OWNER may deem necessary. The OWNER shall pay the CONSULTANT within thirty (30) days of receipt of the Consultant's payment request by the County Finance Department.

SECTION 2 – FINAL PAYMENT AS A RELEASE:

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

ARTICLE IV - MISCELLANEOUS PROVISIONS

SECTION 1 - CHANGES OF WORK:

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

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

SECTION 2 - OWNERSHIP OF ENGINEERING DOCUMENTS:

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

and shall not be released to any other party without the consent of the Director of Environmental Services.

SECTION 3 - CONSULTANT'S ENDORSEMENT:

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

SECTION 4 - DELAYS AND EXTENSIONS:

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

SECTION 5 - TERMINATION OR ABANDONMENT:

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

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

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

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

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

SECTION 6 – TERMINATION OF CONTRACT FOR BREACH:

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

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

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

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

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

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

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

SECTION 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 the Jefferson County Commission, their elected officials, officers and employees (hereinafter referred to in this paragraph collectively as "OWNER"), from and against any and all loss, expense against or imposed upon OWNER because of bodily injury, death or property damage, real or personal, including loss of use thereof to the extent arising out of

or as a consequence of breach of any duty or obligation of the CONSULTANT included in this AGREEMENT, or the negligent acts, errors or omissions of the CONSULTANT in the performance of its services under this Agreement

3. The CONSULTANT, without extra compensation, shall carry insurance of the kinds in amounts set out below. All insurance shall be by companies authorized to do business in Alabama involving those types of insurance. Before beginning work, the CONSULTANT shall file with the OWNER a certificate from his insurer showing the amount of insurance carried and the risk covered 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 OWNER for any current or potential claim against the CONSULTANT that could affect the limits of their policy. Also, the CONSULTANT shall notify the OWNER within 30 days about any present or future claims that could affect their policy limits. The foregoing Indemnity Agreement shall not be limited by reason of any insurance coverage provided.

SECTION 9 - GENERAL COMPLIANCE WITH LAWS:

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

SECTION 10 - SUBLETTING, ASSIGNMENT OF TRANSFER:

No portion of this contract may be sold, assigned, or transferred to a third party without the express written consent of the OWNER. Any attempt to assign this contract without the written consent of the OWNER is null and void. In the event the OWNER 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 11 - EMPLOYMENT OF OWNER WORKERS:

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

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

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

SECTION 12 – CONTROL:

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

SECTION 13 - CONDITIONS AFFECTING WORK:

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

2. The CONSULTANT and subcontractor shall maintain all books, documents, papers, accounting records and other evidences pertaining to costs incurred for this project, and to make such material available at their respective offices at all times during the contract period and for three (3) years from the date of final payment of the OWNER funds under the terms of the contract, for inspection by the OWNER, or any authorized representative of the OWNER, and copies thereof shall be furnished if requested.

3. 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 including the execution of the EEO certification.

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

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

C. Sanctions of Noncompliance:

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

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

SECTION 14 - GOVERNING LAW/DISPUTE RESOLUTION:

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

SECTION 15 – STATEMENT OF COMPLIANCE WITH ALABAMA CODE SECTION 31-13-9:

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

ARTICLE V

SECTION 1 - EXECUTORY CLAUSE:

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

ARTICLE VI

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures, Engineering Service Associates, Inc. on the ____ day of _____, 2014, and the OWNER on the _____ day of _____, 2014.

Engineering Service Associates, Inc.
Allen J. Murphree, Vice President

RECOMMENDED:

David Denard, Director of Environmental Services

ATTEST:

Minute Clerk

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.

Nov-20-2014-1022

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be authorized to execute an agreement between Jefferson County, Alabama and the Alabama Department of Transportation for a permit agreement for the accommodation of utility facilities on public right-of-way for the construction of an 8-inch and 12-inch gravity main sewer in Interstate Highway 20/59 in the City of Birmingham.

BE IT FURTHER RESOLVED that the President be authorized to execute an agreement between Jefferson County, Alabama and J. Bruce Limbaugh - President, BD Toy, and LLC for the construction of a sanitary sewer in the right-of-way of Interstate Highway 20/59 in the City of Birmingham, at no cost to 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.

Nov-20-2014-1023

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.

- a. Dr. Durwood Sims - to provide educational services to jail inmates for the period October 1, 2014 - September 30, 2016 in the amount of \$3,000 per month
- b. Wilbron Institute - to provide grant identification and writing services for the period August 1, 2014 - August 1, 2016 in the amount of \$850 per month
- c. Hope Animal Clinic - to provide veterinary services for FY2014-2015 in the amount of \$6,000
- d. Clay Chalkville Animal Clinic - to provide veterinary services for FY2014-2015 in the amount of \$7,000

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

JEFFERSON COUNTY COMMISSION
Finance Department
Unusual Demands
11/20/2014

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	Doc No
DISTRICT 1	1000193	JEFFERSON CO TREASURER	RACEWAY COVERS FOR BHCH AND CONTRACTORS FOR FC	GEN SVCS: ADMIN	497.91	1900083716
DISTRICT 1	1000193	JEFFERSON CO TREASURER	POSTAGE AND CONDENSER FAN MOTOR FOR OP CENTER	GEN SVCS: ADMIN	370.68	1900083712
DISTRICT 1	1000193	JEFFERSON CO TREASURER	BACKFLOW FOR DOG POUND & REMOTE CONTROLS FOR GSOC	GEN SVCS: ADMIN	639.79	1900083806
DISTRICT 1	1000193	JEFFERSON CO TREASURER	MIXING VALVES KIT, COUPLING, SWITCH AND MOTOR.	GEN SVCS: ADMIN	602.33	1900083654
DISTRICT 1	1000193	JEFFERSON CO TREASURER	BLEACH FOR CENTRAL LAUNDRY	GEN SVCS: ADMIN	103.68	1900083802
DISTRICT 1	1000193	JEFFERSON CO TREASURER	5 GAL LATEX, LENOX SAWS, DIP SWITCHES	GEN SVCS: ADMIN	379.30	1900083651
DISTRICT 1	1000193	JEFFERSON CO TREASURER	FLAGPOLE NECKLACES AND SWIVEL SNAPS FOR FC & CPT	GEN SVCS: ADMIN	218.00	1900083579
DISTRICT 1	1000193	JEFFERSON CO TREASURER	MISCELLANEOUS SUPPLIES.	GEN SVCS: ADMIN	212.60	1900083656
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCHASE OF WIRE FOR OPERATIONS CENTER GATE.	GEN SVCS: ADMIN	467.99	1900083499
DISTRICT 1	1000193	JEFFERSON CO TREASURER	MISCELLANEOUS FITTINGS FOR 2121 BUILDING	GEN SVCS: ADMIN	84.87	1900083584
DISTRICT 1	1000193	JEFFERSON CO TREASURER	DOOR CLOSURE FOR BESS JAIL & FAUCET FOR SHERIFF'S	GEN SVCS: ADMIN	430.08	1900083810
DISTRICT 1	1000193	JEFFERSON CO TREASURER	MISC. FITTINGS FOR FLOOR MACHINE FOR BHAM COURTHOUSE	GEN SVCS: ADMIN	79.37	1900083636
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PAINT, ELECTRONIC LOCK, SAW KIT, AND MISC. FITTING	GEN SVCS: ADMIN	548.51	1900084058
DISTRICT 1	1000193	JEFFERSON CO TREASURER	MISC. COOPER AND COPPER FITTINGS.	GEN SVCS: ADMIN	115.92	1900083964
DISTRICT 1	1000193	JEFFERSON CO TREASURER	CHRISTMAS TREE FOR BIRMINGHAM COURTHOUSE.	GEN SVCS: ADMIN	399.99	1900083967
DISTRICT 1	1000193	JEFFERSON CO TREASURER	BELL REDUCERS, SAWS ALL BLADES & TEFLON TAPE-2121	GEN SVCS: ADMIN	69.64	1900083965
*DISTRICT 1					5,220.66	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH - MARTINIQUE ALBER 10/21/2014	PER BD: TESTING	14.58	1900083661
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PLASTIC TARP - TRAFFIC DIVISION	R&T: TRAFFIC ENG	3.99	1900083478
DISTRICT 2	1000193	JEFFERSON CO TREASURER	NON-WOVEN FABRIC - GEOTEXTILE & DECON - KETONA	R&T: HWAY ENG & CONS	326.60	1900083637
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CDL FINGERPRINT FEE - MARK MAYES - KETONA	R&T: HWAY MAINT-KETONA	86.50	1900083659
DISTRICT 2	1000193	JEFFERSON CO TREASURER	AIR IMPACT WRENCH - IMPACT SOCKETS AIR COUPLERS	R&T: HWAY MAINT-KETONA	284.53	1900083644
DISTRICT 2	1000193	JEFFERSON CO TREASURER	AIR IMPACT WRENCH - KETONA	R&T: HWAY MAINT-KETONA	170.56	1900083809
DISTRICT 2	1000193	JEFFERSON CO TREASURER	SUPPLIES FOR RESIDENTS	YOUTH DET: SUP SVCS	164.70	1900084004
DISTRICT 2	1032624	DEBRA CREEL	REFUND RETIREE DENTAL FOR OCTOBER 2014(DEBRA CREEL	HR ADMIN	56.61	1900084070
DISTRICT 2	1032629	MARILYN J. BENNETT	RETIREE DEDUCTED OCTOBER HEALTH INS IN ERROR	HR ADMIN	117.92	1900084069
*DISTRICT 2					1,225.99	
DISTRICT 3	1000061	AMERICAN PAYROLL ASSN	1400013 MEMBERSHIP DUES V MC GREGORY	PAYROLL	219.00	1900083805
DISTRICT 3	1000193	JEFFERSON CO TREASURER	FUEL REIMBURSEMENT	SHERIFF ENFORCE-BHAM	67.66	1900083318
DISTRICT 3	1000193	JEFFERSON CO TREASURER	RUBBER STAMPS/BHAM JAIL	SHER CORRECT-BHAM	102.13	1900083322
DISTRICT 3	1000193	JEFFERSON CO TREASURER	BOOKS FOR INMATES/CHAIRS	SHER CORRECT-BHAM	148.91	1900083339
DISTRICT 3	1000193	JEFFERSON CO TREASURER	K9 KENNEL	SHERIFF ENFORCE-BHAM	88.97	1900083327
DISTRICT 3	1000193	JEFFERSON CO TREASURER	SOAP/PARTS/IDPLATE/ENGRAVR	SHER CORRECT-BESSEMER	197.73	1900083347
DISTRICT 3	1000193	JEFFERSON CO TREASURER	FEE FOR NEW PHONE	SHER CORRECT-BHAM	25.00	1900083316
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PROBATED LEVIES	SHER CORRECT-BHAM	80.00	1900083332
DISTRICT 3	1000193	JEFFERSON CO TREASURER	GATORADE FOR VICE DETAIL	SHER CORRECT-BHAM	82.41	1900083338
DISTRICT 3	1000193	JEFFERSON CO TREASURER	HARNES FOR K9	SHER CORRECT-BHAM	92.96	1900083797
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REVENUE-REIMB. MILEAGE-AUDITORS	REVENUE	102.87	1900083815
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PROPANE FOR GENERATORS - KETONA	R&T: HWAY MAINT-KETONA	178.82	1900083648
DISTRICT 3	1000193	JEFFERSON CO TREASURER	COURT TRANSCRIPTS	SHER CORRECT-BHAM	59.50	1900083640

DISTRICT 3	1000193	JEFFERSON CO TREASURER	LUMBER; CALIBRATION FO TEST KIT;	ES: VILLAGE ELEC SHOP	294.01	1900083938
DISTRICT 3	1000193	JEFFERSON CO TREASURER	RUBBER STAMPS	SHER CORRECT-BHAM	41.20	1900083799
DISTRICT 3	1000193	JEFFERSON CO TREASURER	SILICONE; SCREWDRIVER; WORK LIGHT; CEILING FIXTURE KIT	ES: VILLAGE ELEC SHOP	395.72	1900083940
DISTRICT 3	1000193	JEFFERSON CO TREASURER	BOLTS FOR INF PUMP	ES: CAHABA RIVER WWTP	4.23	1900084061
DISTRICT 3	1000193	JEFFERSON CO TREASURER	A/C REPAIR PARTS	ES: CAHABA RIVER WWTP	45.90	1900084064
DISTRICT 3	1000193	JEFFERSON CO TREASURER	THERMOMETERS	SHER CORRECT-BHAM	149.97	1900084311
DISTRICT 3	1000193	JEFFERSON CO TREASURER	DRILL BITS & HERBICIDE LICENSE FEE - KETONA	R&T: HWAY MAINT-KETONA	128.59	1900083966
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PROPANE GAS - TRAFFIC DIVISION	R&T: TRAFFIC ENG	19.97	1900083972
DISTRICT 3	1000193	JEFFERSON CO TREASURER	ESTABLISHMENT OF PETTY CASH FUND FOR SEWER IMPACT	ES: SANITATION ADMIN	300.00	1900084059
DISTRICT 3	1000193	JEFFERSON CO TREASURER	ROPE NEEDED AT THE PLANT	ES: CAHABA RIVER WWTP	44.94	1900084060
DISTRICT 3	1000193	JEFFERSON CO TREASURER	CHLORINE FOR CLEANING SAND FILTERS	ES: CAHABA RIVER WWTP	39.94	1900084062
DISTRICT 3	1000193	JEFFERSON CO TREASURER	ELECTRICAL FITTINGS	ES: CAHABA RIVER WWTP	10.96	1900084063
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REPAIR PARTS FOR GRIT BRIDGE	ES: CAHABA RIVER WWTP	34.89	1900084065
DISTRICT 3	1000301	INTL ASSOC OF ASSESSING	2015 DUES - SR DATA ANALYST AND APPRAISAL SUPV	BD OF EQUAL - BHAM STATE	350.00	1900083807
DISTRICT 3	1001461	BHAM REPORTING SVC	COURT REPORTER - BOE VS TARGET - JUDGE BROWN	BD OF EQUAL - BHAM STATE	175.00	1900083662
DISTRICT 3	1002266	BHAM LARGE USERS GROUP	BUTLER - BLUG ANNUAL MEMBERSHIP DUES 2014-2015	INFO TECHNOLOGY	400.00	1900083904
*DISTRICT 3					3,881.28	
DISTRICT 4	1000193	JEFFERSON CO TREASURER	RUBBER STAMPS, CERTIFIED MAIL, GAS/TRAVEL/TRAINING	FC ADMIN SERVICES	449.31	1900083666
DISTRICT 4	1000193	JEFFERSON CO TREASURER	EMA - COMMUNITY AWARENESS DAY / EOC ACTIVATION	EMA	702.76	1900083650
DISTRICT 4	1000600	FAMILY COURT OF BHAM	REIMBURSEMENT FOR UNCOLLECTIBLE RETD ITEMS/FEEES	FC CLERKS OFFICE	3,055.15	1900083649
DISTRICT 4	1002148	CITY OF HELENA	13LET BASIC SWAT COURSE - HELENA	EMA	750.00	1900083811
DISTRICT 4	1029476	VALERIE CANNON STEWART	SAFE ROOM REIMBURSEMENT - VALERIE STEWART	EMA	4,000.00	1900083655
DISTRICT 4	1030093	CHRISTINE WARD	SAFE ROOM REIMBURSEMENT - CHRISTINE WARD	EMA	3,300.00	1900083657
DISTRICT 4	1030712	LUTHER E MARROW JR	SAFE ROOM REIMBURSEMENT - LUTHER MORROW *REMAINDER	EMA	37.50	1900083658
DISTRICT 4	1031404	KATRINA BROADERS	TRAVEL COURT SPECIALIST CONFERENCE	FC ADMIN SERVICES	140.94	1900083276
DISTRICT 4	1032422	YOLANDA SUTTON	TRAVEL COURT SPECIALIST CONFERENCE	FC ADMIN SERVICES	140.94	1900083274
DISTRICT 4	1032436	SYLVIA JOHNSON	TRAVEL COURT SPECIALIST CONFERENCE	FC ADMIN SERVICES	140.94	1900083273
DISTRICT 4	1032579	MOODY POLICE DEPT	13LET BASIC SWAT COURSE - MOODY PD	EMA	750.00	1900083813
DISTRICT 4	1032622	TALLADEGA POLICE DEP	13LET BASIC SWAT COURSE - TALLADEGA PD	EMA	2,250.00	1900084082
*DISTRICT 4					15,717.54	
DISTRICT 5	1000193	JEFFERSON CO TREASURER	HAND CLEANER AND WINDSHIELD WIPERS	ES: TURKEY CREEK WWTP	30.65	1900083939
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SHOP SUPPLIES	ES: TRUSSVILLE WWTP	143.83	1900083669
DISTRICT 5	1000193	JEFFERSON CO TREASURER	THERMOSTAT TIMER SOCKET ANTIFREEZE GAS TUBING JUGS	ES: VALLEY CREEK WWTP	1,680.73	1900083549
DISTRICT 5	1000193	JEFFERSON CO TREASURER	FUEL FILTERS, SOAP	ES: TRUSSVILLE WWTP	12.23	1900083800
DISTRICT 5	1000193	JEFFERSON CO TREASURER	RELAYS; SOCKETS; BREAKERS;	ES: VILLAGE ELEC SHOP	226.84	1900083667
DISTRICT 5	1000193	JEFFERSON CO TREASURER	METAL, BOLTS, PIPE, GROUT	ES: TRUSSVILLE WWTP	238.37	1900083514
DISTRICT 5	1000193	JEFFERSON CO TREASURER	FLUX WELDER 90;	ES: FIVE MILE MAIN SHOP	89.99	1900083740
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CDL RENEWAL BENNETT, SKINNER	ES: BIOSOLIDS HANDLING	40.00	1900083652
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PREM.BAR; RANCHER CHAIN; NYLON FLAGS;	ES: FIVE MILE CREEK WWTP	204.79	1900083741
DISTRICT 5	1000193	JEFFERSON CO TREASURER	1" PEX,1" SHARK BITES,1/2" BOLT W/NUT&WASHERS,STEE	ES: PACK WWTP & PUMP STA	544.66	1900083803
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PE AND LAND SURVEYOR LICENSE RENEWAL-MATT ALPAUGH	ES: SANITATION ADMIN	45.00	1900083645
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CHAIN FOR GATE	ES: CAHABA RIVER WWTP	15.52	1900083625
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PAINTING SUPPLIES	ES: CAHABA RIVER WWTP	104.98	1900083624
DISTRICT 5	1000193	JEFFERSON CO TREASURER	A/C REPAIR SUPPLIES	ES: CAHABA RIVER WWTP	21.39	1900083627
DISTRICT 5	1000193	JEFFERSON CO TREASURER	A/C BELT	ES: CAHABA RIVER WWTP	12.34	1900083631
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PLUMBING SUPPLIES	ES: CAHABA RIVER WWTP	9.22	1900083628
DISTRICT 5	1000193	JEFFERSON CO TREASURER	A/C HOSE CLAMPS	ES: CAHABA RIVER WWTP	9.09	1900083632
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PARKING FEES-HOSPITAL VISIT FOR INJURED EMPLOYEE	ES: INSP ENG & CONST	10.00	1900083482
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BROOM, SPOTLIGHTS, HAND SANITIZER, BATTERIES	ES: SURVEY ENG & CONST	172.79	1900083633
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PENS INK CARTRIDGE	ES: TURKEY CREEK WWTP	68.48	1900083519
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CLEANER FOR LAB	ES: LEEDS WWTP	4.97	1900083481
DISTRICT 5	1000193	JEFFERSON CO TREASURER	INSECT FOGGER	ES: CAHABA RIVER WWTP	8.98	1900083626
DISTRICT 5	1000193	JEFFERSON CO TREASURER	RETAINING RING	ES: CAHABA RIVER WWTP	53.69	1900083630
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PLEXI GLASS, CDL, PINTLE HOOK, HOSE	ES: SHADES LINE MAINT	262.20	1900083838
DISTRICT 5	1000193	JEFFERSON CO TREASURER	COLUMN PADS, ADEM CERTIFICATE FOR L. EVANS	ES: ADMIN LINE MAINT	73.99	1900083840
DISTRICT 5	1000193	JEFFERSON CO TREASURER	FLAGS, FILTERS, REFRIGERANT	ES: VILLAGE CREEK WWTP	556.33	1900083479
DISTRICT 5	1000193	JEFFERSON CO TREASURER	DIGITAL RECORDER BATTERY AND CHARGER	ES: SANITATION ADMIN	78.97	1900083801
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SHIPPING OF CAMERA'S UPS, RV HOSE CLAMP	ES: TV INSPEC/GROUTING	82.58	1900083850
DISTRICT 5	1000339	LEGISLATIVE REF SVC	2014 LOCAL LAWS INDEX SUPPLEMENT	COUNTY ATTORNEY	15.00	1900083663
DISTRICT 5	1005557	ANTHONY COLE	ASSESSOR REIMBURSEMENT - ANTHONY COLE 10/29/14	PER BD: TESTING	221.39	1900083947
DISTRICT 5	1021993	ASSN OF INFORMATION TEC	MYERS - ANNUAL MEMBERSHIP TO AITP	INFO TECH: SYS DEV/ADMIN	133.00	1900084270
DISTRICT 5	1025884	DARON DAVIS	ASSESSOR REIMBURSEMENT - DARON DAVIS 10/2014	PER BD: TESTING	220.01	1900083949
DISTRICT 5	1026862	PASCAL CAPUTO	ALABAMA STATE BAR DUES - PASCAL CAPUTO	COMMISSIONER, DISTRICT 5	180.25	1900083771
DISTRICT 5	1027332	LORI SUNDERMAN	ASSESSOR REIMBURSEMENT - LORI SUNDERMAN 10/29/14	PER BD: TESTING	290.67	1900083943
DISTRICT 5	1027336	KEITH PIRLOT	ASSESSOR REIMBURSEMENT - KEITH PIRLOT 10/29/2014	PER BD: TESTING	762.33	1900083960
DISTRICT 5	1030408	CHRISTOPHER DOWNING	ASSESSOR REIMBURSEMENT - CHRISTOPHER DOWNING 92014	PER BD: TESTING	144.77	1900083660
DISTRICT 5	1030554	LT STEVEN KILPATRICK	ASSESSOR REIMBURSEMENT - STEVEN KILPATRICK 10/29/14	PER BD: TESTING	211.67	1900083955
DISTRICT 5	1030654	PERCY JONES	ASSESSOR REIMBURSEMENT - PERCY JONES 10/29/14	PER BD: TESTING	302.39	1900083954
DISTRICT 5	1031321	WILLIE JAMES	ASSESSOR REIMBURSEMENT - WILLIE JAMES 10/29/14	PER BD: TESTING	585.08	1900083942
DISTRICT 5	1032518	DEBRA MAY	REIMBURSEMENT -DEBRA MAY-MILEAGE TO TASK MEETING	H R OCCUPATIONAL H	24.34	1900083266
DISTRICT 5	1032562	MARTIN AARON	ASSESSOR REIMBURSEMENT - MARTIN AARON 10/29/14	PER BD: TESTING	331.81	1900083944
DISTRICT 5	1032563	DOUG BENNETT	ASSESSOR REIMBURSEMENT - DOUG BENNETT 10/29/14	PER BD: TESTING	437.66	1900083945
DISTRICT 5	1032565	ERIC GORDON	ASSESSOR REIMBURSEMENT - ERIC GORDON 10/29/14	PER BD: TESTING	259.46	1900083950
DISTRICT 5	1032566	MARCUS HAYNES	ASSESSOR REIMBURSEMENT - MARCUS HAYNES 10/29/14	PER BD: TESTING	551.32	1900083951
DISTRICT 5	1032567	SHELIA HUNTER	ASSESSOR REIMBURSEMENT - SHELIA HUNTER 10/29/14	PER BD: TESTING	125.00	1900083952
DISTRICT 5	1032568	JAMES JIRON	ASSESSOR REIMBURSEMENT - JAMES JIRON 10/29/14	PER BD: TESTING	236.73	1900083953
DISTRICT 5	1032569	SCOTT CULP	ASSESSOR REIMBURSEMENT - SCOTT CULP 10/29/14	PER BD: TESTING	392.30	1900083948
DISTRICT 5	1032570	ANTHONY MYERS	ASSESSOR REIMBURSEMENT - ANTHONY MYERS 10/29/14	PER BD: TESTING	219.17	1900083956
DISTRICT 5	1032571	DARRYL NICHOLS	ASSESSOR REIMBURSEMENT - DARRYL NICHOLS 10/29/2014	PER BD: TESTING	381.22	1900083957
DISTRICT 5	1032572	GARY C RAMSAY	ASSESSOR REIMBURSEMENT - GARY RAMSAY 10/29/14	PER BD: TESTING	238.49	1900083959
DISTRICT 5	1032573	HENRY SCOBLE	ASSESSOR REIMBURSEMENT - HENRY SCOBLE 10/2014	PER BD: TESTING	347.29	1900083961
DISTRICT 5	1032574	DARA BARKETT	ASSESSOR REIMBURSEMENT - DARA BARKETT 10/29/14	PER BD: TESTING	125.00	1900083941
DISTRICT 5	1032577	BRENDA BRIGGS	ASSESSOR REIMBURSEMENT - BRENDA BRIGGS 10/29/14	PER BD: TESTING	393.92	1900083946
DISTRICT 5	1032585	LEGAL CORP DOC SER	DEPO-LORENZA HICKS CV 2013-901410	COUNTY ATTORNEY	634.55	1900083668
*DISTRICT 5					12,567.43	
**					38,612.90	

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

Nov-20-2014-1024

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission does hereby ratify the direct payments by wire transfer for the month of October, 2014.

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Engineering Service Associates, Inc. to provide engineering, reporting and administrative services to provide information concerning financial assurance costs for the active solid waster disposal facilities for FY2013/2014 in the amount of \$11,200.

AGREEMENT TO PROVIDE
ENGINEERING SERVICES FOR THE JEFFERSON COUNTY
LANDFILLS FINANCIAL ASSURANCE DETERMINATION,
FY 2013/2014

This AGREEMENT made this day of , 2014 by and between Jefferson County, in the State of Alabama, as party of the First Part, hereinafter referred to as the COUNTY, and ENGINEERING SERVICE ASSOCIATES, INC., as party of the Second Part, hereinafter referred to as the CONSULTANT.

WHEREAS, the said CONSULTANT has agreed and by these presents does agree with the COUNTY for consideration hereinafter mentioned with payment to be administered by the COUNTY to furnish professional engineering services associated with the LANDFILL FINANCIAL ASSURANCE DETERMINATION, FY 2013/2014.

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

ARTICLE I - SCOPE OF WORK

The CONSULTANT, in the accomplishment of work under this AGREEMENT, shall meet the requirements for conformance with the standards adopted by the Jefferson County Commission and shall ascertain the written practices of the Jefferson County Finance Department prior to beginning any of the work on this project. All work required under this AGREEMENT shall be performed in accordance with these standard practices and any special requirements herein set forth.

Section 1 - Obligation of CONSULTANT to COUNTY:

The CONSULTANT will provide necessary engineering, reporting, and administrative services as required by the COUNTY to provide information concerning financial assurance costs for the active solid waste disposal facilities for the fiscal year 2013/2014. The engineering, reporting, and administrative tasks will consist of the following activities:

1. The CONSULTANT will determine the COUNTY'S contribution in the Financial Assurance Fund for Landfill No. 1 and Landfill No. 2 as of September 30th 2014.
2. The CONSULTANT will incorporate Santek Environmental's data concerning the overall and remaining airspace in the two landfills and their estimate of the waste volumes disposed as of the cutoff date.
3. The CONSULTANT will incorporate any in-house data pertinent to this report into the analysis.
4. The CONSULTANT will determine the total required value in the Financial Assurance Fund based upon the estimated costs to close each landfill (using a third party contractor) plus the post-closure maintenance and monitoring costs for 30 years following closure.
5. The CONSULTANT will determine the difference in what the COUNTY has already contributed and the revised COUNTY share.

Section 2 - Obligation of the COUNTY to the CONSULTANT:

It is understood that the COUNTY will:

1. Assist the CONSULTANT by placing at their disposal all available information pertinent to the project.
2. The COUNTY agrees that the format used for the FY2012-2013 Financial Assurance Report is acceptable.
3. The COUNTY will inform the CONSULTANT of what individuals or groups within the COUNTY hierarchy are to be briefed on the results of this study, and what format and venue this briefing should take.
4. The COUNTY will identify a Primary Contact at the COUNTY who the CONSULTANT will report to and coordinate with.
5. The COUNTY will authorize Santek Environmental to cooperate fully with the CONSULTANT in the development of this report.

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 the project.

ARTICLE II - TIME OF BEGINNING AND COMPLETION

Section 1:

1. The CONSULTANT agrees to start work on the professional services outlined under Article I of this AGREEMENT within five (5) days after receipt of written notice from the COUNTY to proceed. The COUNTY will not notify the CONSULTANT to commence work until both parties have formally approved this AGREEMENT.
2. Provided that the data furnished by others is done so in a timely manner and is in a readily usable format, CONSULTANT will

complete the scope of work as outlined in this AGREEMENT within thirty (30) days, exclusive of County review time, after receipt of the year's data.

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.

ARTICLE III - PAYMENT

Section 1 - Payment:

1. For services performed by the CONSULTANT under this AGREEMENT, and as full 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.

2. For the work contemplated under Article I. Section 1, compensation will be based on a Lump Sum contract amount of Eleven Thousand Two Hundred Dollars, (\$11,200.00) as shown below and in Attachment 1 appended hereto. The contract Amount shall be subject to increases or decreases for changes in the Work as provided in Article IV, Section 1.

Total Contract Amount	\$11,200.00
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The above represents the CONSULTANT's best estimate of anticipated hours and costs to perform this contract based on a thirty (30) day time frame. The contract amount will not be exceeded except by formal amendment to this AGREEMENT.

3. Payment shall be made, not more often than once monthly, in such amounts as evidenced by the submittal of invoices by the CONSULTANT to the Finance Department of the COUNTY, and other evidence of performance as the COUNTY may deem necessary. The COUNTY shall make payment to the CONSULTANT within thirty (30) days upon receipt of the payment request by the Finance Department.

Section 2 - Final Payment as a Release:

1. 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 - Chances of Work:

1. 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 their 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.

2. 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 made on a proportionate basis.

Section 2 - Ownership of Engineering Documents:

1. 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 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 Jefferson County Chief Finance Officer.

Section 3 - Consultant's Endorsement:

1. The CONSULTANT shall endorse the original title or cover sheet of all reports, maps and other 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. Any time extension for work authorized will be based on the ratio that the additional compensation bears to the original fee and time limit.

Section 5 - Termination or Abandonment:

1. The COUNTY shall have the right to abandon or terminate this AGREEMENT or amend its project 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) day's written notice 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 OWNER establishing the percent of satisfactory work performed by the CONSULTANT prior to the termination of the AGREEMENT multiplied by the contract amount, less any payments previously made.
 - c. If the AGREEMENT does not provide a lump sum amount, final compensation to the CONSULTANT shall be determined by the OWNER confirming all reimbursable costs incurred for satisfactory work performed by the CONSULTANT prior to the termination of the AGREEMENT, less any payments previously made.

SECTION 6 - TERMINATION OF CONTRACT FOR BREACH:

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

Section 7 - Controversy:

1. In any controversy concerning a question of fact in connection with the work covered by this AGREEMENT or compensation therefor, the decision of the Jefferson County Chief Finance Officer 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. 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 Jefferson County Commission, their elected officials, officers and employees (hereinafter referred to in this paragraph collectively as "COUNTY"), from and against any and all loss, expense against or imposed upon COUNTY because of bodily injury, death or property damage, real or personal, including loss of use thereof arising out of or as a consequence of breach of any duty or obligation of the CONSULTANT included in this AGREEMENT, 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 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 amounts of insurance carried and the risk covered thereby or a copy of the required insurance policies.

General Liability and Property Damage	\$300,000.00
Automobile and Truck Bodily Injury Liability	\$300,000.00
Workers Compensation	Statutory
Professional Liability Insurance	\$1,000,000.00 each claim

4. 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:

1. 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 or Transfer:

1. There shall be no assignment, subletting, or transfer of the interests of the CONSULTANT in any of the work covered by this AGREEMENT without the express written consent of the COUNTY. Any attempt to assign this contract without the written consent of the COUNTY is null and void. 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 11 - Employment of County Workers:

1. The CONSULTANT shall not engage, in 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:

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

Section 13 - Conditions Affecting Work:

1. The CONSULTANT shall be responsible for having taken steps reasonably necessary to ascertain the nature, location, scope, and type of work hereunder and the general and local conditions, which can affect the work or the cost hereof. Any failure by the CONSULTANT to do so will not relieve him from responsibility for successfully performing the work without additional expense to the COUNTY. The COUNTY assumes no responsibility for any understanding or representation by any of its officials or agents prior to the execution of this AGREEMENT, unless such understandings or representations by the COUNTY are expressly stated herein.

2. The CONSULTANT and subcontractor 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 the date of final payment of the COUNTY Funds under the terms of the contract, for inspection by the COUNTY, or any authorized representative of the COUNTY Government, and copies thereof shall be furnished if requested.

3. 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 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. The CONSULTANT will abide by all clauses and stipulations in, and as required by Jefferson County Commission Administrative Order 08-4.

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

1. 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 the laws of the State of Alabama, without giving effect to the conflict of laws rules thereof.. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be in the Circuit Court of Jefferson County Alabama, Birmingham Division.

SECTION 15 - STATEMENT OF COMPLIANCE WITH ALABAMA CODE SECTION 31-13-9:

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

ARTICLE V

Section 1 - Executory Clause:

1. The CONSULTANT specifically agrees that this AGREEMENT shall be deemed executory only to the extent of monies available and no liability shall be incurred by the COUNTY beyond the monies available for that purpose.
2. The CONSULTANT, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself in a manner consistent with such status, that he will neither hold himself out as, nor claim to be an officer or employee of the COUNTY by reason hereof, and then 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, 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, ENGINEERING SERVICE ASSOCIATES, INC. on the day of 2014, and the COUNTY on the day of 2014.

ENGINEERING SERVICE ASSOCIATES, INC.

Celeste T. Lachenmyer, P. E ., President

RECOMMENDED:

George Tablack, Chief Finance Officer, Jefferson County

ATTEST:

Minute Clerk

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.

Nov-20-2014-1026

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 10/21/14 - 10/27-14

1. ENVIRONMENTAL SERVICES AND PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM WISE ENVIRONMENTAL, BIRMINGHAM, AL, CONTRACT RENEWAL FOR PORTABLE TOILET RENTAL FOR THE PERIOD OF 11/13/14 – 11/12/15. REBID FY15. REFERENCE BID # 189-12
2. ACKNOWLEDGMENT FOR THE SHERIFF'S DEPARTMENT: BIRMINGHAM ENFORCEMENT FROM OFFICE DEPOT, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR FY15 OPEN PURCHASE ORDER FOR PRINTING FOR THE PERIOD OF 10/01/14 – 9/30/15. SAP PURCHASE ORDER # 2000074375
CHANGE ORDER \$25,000.00 REFERENCE BID # 68-13 PURCHASE ORDER \$53,000.00 TOTAL

3. DISTRICT ATTORNEY: BIRMINGHAM WORTHLESS CHECK UNIT FROM OFFICE DEPOT, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR PRINTING FOR THE PERIOD OF 5/01/13 – 4/30/16.
SAP PURCHASE ORDER # 2000077899 CHANGE ORDER \$3,500.00 REFERENCE BID # 68-13
PURCHASE ORDER \$6,000.00 TOTAL
For week of 10/28/14 - 11/3/14
1. SHERIFF'S DEPARTMENT AND PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM BOB BARKER COMPANY INCORPORATED, FUQUAY VARINA, NC, TO RENEW CONTRACT FOR MATTRESS COVERS FOR THE PERIOD OF 11/22/14 – 11/21/15. REFERENCE BID # 165-13
2. ENVIRONMENTAL SERVICES DEPARTMENT: TURKEY CREEK FROM SMITHS BROTHERS, ONEONTA, AL, TO PURCHASE ONE (1) KAWASAKI 4000 MULE, 2 X 4, RED. SAP PURCHASE ORDER # 2000082618 \$8,399.00
3. ENVIRONMENTAL SERVICES DEPARTMENT: SEWER LINE CONSTRUCTION FROM DUNN CONSTRUCTION, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR CONTINUED PURCHASE OF ASPHALT PLANT MIX FOR THE PERIOD OF 4/01/14 – 3/31/15. SAP PURCHASE ORDER # 2000078867
CHANGE ORDER \$ 6,000.00 REFERENCE BID # 67-13 PURCHASE ORDER \$11,000.00 TOTAL
For Week of 11/04/14 -11/10/14
1. JEFFERSON COUNTY BULK STORES AND PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM AURORA CASKET CO, LLC, AURORA, IN., TO AWARD BID FOR ADULT CASKETS FOR THE PERIOD 11/20/14 TO 9/30/15. REFERENCE BID # 171-14
2. ROADS AND TRANSPORTATION HIGHWAY MAINTENANCE BESSEMER FROM AGRI-ARC, LLC D/B/A UNIVERSAL PRO, DECATUR, AL TO AWARD BID FOR SEED & FERTILIZER FOR THE PERIOD 11/20/14 TO 9/20/15.
REFERENCE BID # 149-14
3. INFORMATION TECHNOLOGY DEPARTMENT FROM CCA FINANCIAL, LLC, RICHMOND VIRGINIA TO LEASE EMC VNX5700 DATA STORAGE FOR THE PERIOD 10/1/14 TO 3/31/15. SAP PURCHASE ORDER # 2000083023
SHOPPING CART# 1000221248/1 REFERENCE BID # 96-10 & 177-11 \$33,971.48 TOTAL
CLARITY CONTRACT NO. 0000629
4. JEFFERSON COUNTY SHERIFF'S DEPARTMENT FROM SOUTHEASTERN IMAGING GROUP, BIRMINGHAM, AL FOR X-RAY TECHNICIAN SERVICES FOR THE COUNTY JAIL FOR THE PERIOD 10/1/2014- 9/30/15.
SAP PURCHASE ORDER # 2000082851 REFERENCE: SHERIFF'S DEPT AGREEMENT \$9,000.00 TOTAL
5. ENVIRONMENTAL SERVICES: NORMAN SKINNER WASTEWATER TREATMENT PLANT FROM JIM HOUSES & ASSOCIATES, IRONDALE, AL TO PURCHASE FLYGT MODEL 4430 BANANA BLADE SUBMERSIBLE MIXER WITH TRIPOD MOUNTING SYSTEM. SAP PURCHASE ORDER # 2000082870 REFERENCE BID # 27-14
\$28,888.00 TOTAL
6. ENVIRONMENTAL SERVICES: LEEDS WASTEWATER TREATMENT PLANT FROM JIM HOUSES & ASSOCIATES, IRONDALE, AL TO PURCHASE FLYGT MODEL 4430 BANANA BLADE SUBMERSIBLE MIXER WITH TRIPOD MOUNTING SYSTEM. SAP PURCHASE ORDER # 2000082871 REFERENCE BID # 27-14 \$86,664.00 TOTAL
7. JEFFERSON COUNTY SENIOR CITIZENS SERVICES (OSCA) FROM OFFICE DEPOT, BIRMINGHAM, AL CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR FYI 5 PRINTING SERVICES.
SAP PURCHASE ORDER # 2000078523 CHANGE ORDER \$5,000.00 REFERENCE BID # 68-13
PURCHASE ORDER \$5,150.00 TOTAL
8. COOPER GREEN MERCY HEALTH SERVICES FROM OFFICE DEPOT, BIRMINGHAM, AL CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR FYI 5 PRINTING SERVICES. SAP PURCHASE ORDER # 2000075894
CHANGE ORDER \$10,000.00 REFERENCE BID # 68-13 PURCHASE ORDER \$20,000.00
TOTAL
9. COOPER GREEN MERCY HEALTH SERVICES FROM CINTAS DOCUMENT MANAGEMENT, CINCINNATI, OHIO, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASING ORDER FOR MEDIA DESTRUCTION (SHREDDING SERVICES) FOR THE PERIOD 10/1/14- 9/30/2015. SAP PURCHASE ORDER # 2000075832 CHANGE ORDER \$5,500.00
REFERENCE BID # 158-13 PURCHASE ORDER \$12,520.00 TOTAL
10. INFORMATION TECHNOLOGY DEPARTMENT FROM XEROX CORPORATION, DALLAS, TX TO ADD FUNDS TO EXISTING PURCHASING ORDER FOR PRINTER OVERAGE CHARGES. SAP PURCHASE ORDER # 2000082615
CHANGE ORDER \$1,000.00 REFERENCE BID # 43-10 PURCHASE ORDER \$100,551.88 TOTAL

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

Carrington, Knight, Bowman, Brown and Stephens.

Nov-20-2014-1027

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE EXCEPTIONS REPORT FILED BY THE PURCHASING DIVISION FOR WEEK OF 10/21/14 - 10/27-14, 10/28/14 - 11/3/14 and 11/4/14 - 11/10/14, BE AND HEREBY IS APPROVED.

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

Nov-20-2014-1028

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Encumbrance Report for week of For week of 10/21/14 - 10/27-14, 10/28/14 - 11/3/14 and 11/4/14 - 11/10/14, be and hereby is approved.

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

Nov-20-2014-1029

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

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

STAFF DEVELOPMENT

Multiple Staff Development

Emergency Management	grant funds	
James Coker		\$343.85
Bob Ammons		\$399.71
Legislative Conference 2014		
Montgomery, AL – December 2-3, 2014		

Individual Staff Development

Community Development	grant funds	
Frederick Hamilton		\$3,205.15
IDIS Training Workshops		
Tamarac, FL – November 3-8, 2014		
Cynthia Daniels		\$350.00
GFOAA Annual Conference		
Birmingham, AL – December 3-4, 2014		
Frederick Hamilton		\$1,689.21
HUD Disaster Funding Competition		
Baltimore, MD – November 16-19, 2014		

Revenue

Bruce Thompson	\$195.00
ALTIST	
Auburn, AL – December 11-12, 2014	

Wes Stoudemire ATLIST CRE III Hoover, AL – November 5-7, 2014	\$250.00
Wesley Moore Tax Audit Knoxville, TN & Dayton, OH – November 30 – December 6, 2014	\$1,470.45

For Information Only

Personnel Board Pete Blank Training 2015 Conference & Expo Atlanta, GA – February 8-11, 2015	\$842.95
Sheriff's Office William Powell Terrill Hogeland Billy Watts Less Lethal Instructor Training Tarrant, AL – December 1-4, 2014	\$695.00 \$695.00 \$695.00
Erik Eichhorn Introduction to Science of Friction Ridge Examination Hoover, AL – January 26-30, 2015	\$600.00

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

BUDGET TRANSACTIONS

Position Changes and/or Revenue Changes

1. Tax Collector \$40,000.00
Shift funds from vacant positions to cover the cost of 3 temporary employees for 3 months.
2. Tax Assessor \$50,000.00
Shift funds from vacant positions to cover the cost of 4 temporary employees.

Other Budget Transactions

3. Environmental Services Department \$70,588.00
Add a purchasing memorandum to purchase one 48" Series 2500 resilient wedge gate valve.
4. District Attorney - Birmingham \$20,482.20
Add a purchasing memorandum to purchase 2 replacement copy machines.

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

Nov-20-2014-1030

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Amendment to the Agreement between Jefferson County, Alabama and Barry Stock Consulting Associates, Inc. to increase total compensation from \$35,000 to \$50,000 for assistance in fulfilling ERP research, etc.

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and between Jefferson County, Alabama (hereinafter called "the County") and Barry Stock Consulting Associates, Inc. (hereinafter called "Contractor").

WITNESSETH:

WHEREAS, the County desires to amend the contract; and
WHEREAS, the Contractor wishes to amend the contract.

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

The contract between the parties which was approved by the Jefferson County Commission on March 27, 2014, at M. B. 166, Pg. 153, is hereby amended as follows:

Compensation: As full compensation for the Consultant's professional services performed hereunder, the Agency shall pay the Consultant an amount not to exceed \$50,000 (Fifty Thousand Dollars and no/cents).

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

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President

Barry Strock, President - BSCA, Inc.

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

Nov-20-2014-1031

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Business Machines, LLC. to provide scanning services for the period November 1, 2014 - October 31, 2015 in an amount not to exceed \$1,000,000 annually.

CONTRACT NO: CON-00006729

CONTRACT FOR DOCUMENT SCANNING SERVICES

THIS AGREEMENT is entered into this 22nd day of October, 2014, by and between the Jefferson County Commission, hereinafter called "the County", and Imaging Business Machines, LLC, located at 2750 Crestwood Blvd, Irondale, AL 35210, hereinafter called "The Contractor." The effective date of this agreement shall be November 1, 2014.

WHEREAS, the County desires to contract for document scanning services; and

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

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

1. ENGAGEMENT OF CONTRACTOR: The County agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: This Contract results from the County's Request for Proposal No. 126-14, dated June 16, 2014. RFP 126-14 describes the scope of services called for and is adopted herein by reference. Contractor agrees to perform the work under this Contract in a diligent, competent, and workmanlike manner, and in a manner consistent with prevailing standards of professionalism.
3. COMPENSATION: In exchange for and upon satisfactory completion and delivery of the services provided for under this Contract, the County agrees to pay Contractor at the rates set forth in the attached Schedule A. Total expenditures under this Agreement shall not exceed \$1,000,000.00 annually. This amount may be increased by an amendment to this Agreement signed by both Parties.
4. PAYMENT TERMS: Net 30 days.
5. INVOICING: All invoices must agree with the purchase order in description and price, and must include the following information: 1) Purchase Order Number; 2) Ship-to Department name and address. Invoices are to be payable upon approved invoice within forty-five (45) days. In order to ensure prompt payment,

ALL ORIGINAL INVOICES* MUST BE SENT TO:

Jefferson County Commission and

Copy to address as listed on Purchase Order

Finance Department

716 Richard Arrington Jr Blvd N

Room 820, Courthouse

Birmingham, AL 35203

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

6. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The term of this Contract shall be from November 1, 2014 to October 31, 2015, with the County's option to renew for two (2) additional one-year periods, not to exceed a total of three contract years.

7. **INDEPENDENT CONTRACTOR:** This Contract creates the relation of principal-independent contractor between the County and the Contractor. This Contract shall not constitute, and shall not be construed as, a contract of employment between the Contractor and the County.

The County shall specify the work to be completed by Contractor; however, Contractor shall determine the means by which the work is to be performed. The County retains no right to control the means or manner of the performance of the Contractor's work beyond (1) specifying the work to be performed, and (2) ascertaining that Contractor's work product conforms to the terms of this Contract.

The County shall not be responsible for withholding State or Federal taxes of whatever nature from payments made to Contractor, including without limitation: income taxes, payroll taxes, Social Security (FICA) taxes or contributions, and/or Medicare taxes or contributions. Contractor shall not be entitled to receive any employment benefits, including without limitation: life, health, or disability insurance; retirement or pension plan participation; workers' compensation; unemployment compensation; Social Security contributions; vacation days; sick days; personal days; holidays; or disability payments. Contractor and the County further agree that neither Contractor, nor any of its agents, employees, or subcontractors, shall be considered employees of the County for purposes of the Patient Protection and Affordable Care Act.

8. **NON-DISCRIMINATION POLICY:** Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status. Contractor will ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability or veteran status. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

9. **PERFORMANCE BOND:** The performance bond requirement in Request for Proposal 126-14 is waived.

10. **HOLD HARMLESS AND INDEMNIFICATION:** Contractor will defend, indemnify and hold harmless the County and its employees and agents from any claims, suits, actions, damages and costs (including reasonable attorney's fees, court costs and any other costs of every name and description) resulting from the performance of the Contractor, its agents subcontractors or employees under this Contract.

11. **INSURANCE:** Contractor shall maintain such insurance as will protect it 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. Coverage required includes 1) Commercial General Liability (not less than \$1,000,000 per occurrence); 2) Business Automobile Liability; and 3) Worker's Compensation and Employer's Liability. Insurance shall be written by one or more companies authorized to do business in Jefferson County, Alabama. Contractor shall furnish satisfactory evidence of insurance to the Purchasing Agent not later than seven (7) days after purchase order date.

12. **ASSIGNMENT:** The County enters into this Contract relying upon the Contractor's unique skills and qualifications to perform the work required by this Contract, and in order to procure the Contractor's unique personal services. Accordingly, Contractor's duties and obligations to perform under this Contract may not be delegated or subcontracted to any other person, firm or corporation, except with the prior written approval of the County.

All subcontracts entered into by the Contractor shall attach a copy of this Contract and incorporate its terms. Any subcontract between Contractor and a subcontractor shall be subject to the County's right to discharge any subcontractor for failure to perform in compliance with the terms and requirements of this Contract, or for other good and just causes, including but not limited to the grounds for termination set forth in Paragraphs 14,17, and 18. If such a subcontract is approved, Contractor shall maintain the ultimate legal responsibility for performing all services according to contract specifications, and shall maintain a continuous effective business relationship with the sub-contractors) including, but not limited to, regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, may result in termination of the contract and/or legal ramifications, due to nonperformance.

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

14. **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.

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

16. AUTHORITY: Contractor shall not enter into any commitment, agreement, or contract, of whatsoever nature or description, in the name of the County, without prior written authorization from the County. Without the prior written authorization of the County, Contractor shall not have the authority (1) to hold itself out as an agent of the County; (2) to enter into any contract on behalf of the County; (3) to bind the County to any undertaking; (4) to make any statement or representation purporting to represent the County's views, opinions, or official positions as to any matter; or (5) to commit the assets or resources of the County.

17. INTEGRATED AGREEMENT: CONSTRUCTION: NON-SEVERABILITY: This written instrument, together with Schedule A and RFP 126-14 incorporated herein by reference, constitutes the entire agreement between the County and Contractor. All previous communications, negotiations and understandings relating to the subject matter of this Contract are wholly merged into, and superseded by, this Contract. Neither party has been persuaded to sign this Contract by any representation, statement or promise that is not written down in this Contract. This Contract, having been negotiated by the parties, shall be construed in its entirety according to its plain meaning and shall not be construed for or against either party. This Contract may be amended or modified only by a writing signed by all of the parties. In the absence of such mutually-agreed modification, all provisions of this Contract are indispensable, and this Contract would not have been agreed upon but for the inclusion of each and every one of its provisions. If any provision of this Contract is found to be invalid or unenforceable by any court of competent jurisdiction, then the remaining provisions of this Contract shall likewise be void. All items of consideration provided herein by each party are explicitly conditioned on and made in exchange for all items of consideration provided by the other party.

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

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

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

_____, Authorized Representative/Imaging Business Machines, LLC

STATE OF ALABAMA) CONTRACT NO: CON-00006729

JEFFERSON COUNTY)

JEFFERSON COUNTY COMMISSION

Dr. Ronald Sims, Receiver

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.

Nov-20-2014-1032

WHEREAS, the Jefferson County Commission supports economic and business development in Jefferson County; and
WHEREAS, STERIS Corporation, a medical equipment and infection prevention technology company, is expanding its operations in Jefferson County and the City of Birmingham; and

WHEREAS, this expansion is expected to create an additional 100 or more jobs in the next three (3) years; and

WHEREAS, the State of Alabama, the City of Birmingham, the Birmingham Business Alliance and AIDT all support STERIS Corporation's expansion project in Birmingham and Jefferson County and are committing monetary and/or other economic grants and

incentives to STERIS Corporation.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that contingent on (1) an assessment and evaluation required by the County's Fiscal Policy; (2) publication in the Birmingham News at least seven (7) days prior to a regularly scheduled Commission Meeting required by Amendment 772 of the Alabama Constitution; (3) approval by the full Commission at least seven (7) days following said publication; and (4) the execution of a mutually agreed upon Project Agreement between the Jefferson County Commission and STERIS Corporation, the Jefferson County Commission intends to commit to STERIS Corporation no more than \$50,000 to be paid over a period of time set forth in the Project Agreement to assist in its expansion project, thereby enhancing the economic development and growth of Jefferson County.

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

Nov-20-2014-1033

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

WHEREAS, Oxford Pharmaceuticals, LLC ("Oxford Pharmaceuticals"), a new pharmaceutical manufacturing company, is considering Jefferson County and the City of Birmingham for the creation of a new facility; and

WHEREAS, the new project is expected to create as many as 200 or more jobs in the next ten (10) years; and

WHEREAS, the State of Alabama, the City of Birmingham, the Birmingham Business Alliance, AIDT, and the Innovation Depot all support Oxford Pharmaceuticals locating in Birmingham and Jefferson County and are committing monetary and other economic grants and incentives to Oxford Pharmaceuticals.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that contingent on (1) an assessment and evaluation required by the County's Fiscal Policy; (2) publication in the Birmingham News at least seven (7) days prior to a regularly scheduled Commission Meeting required by Amendment 772 of the Alabama Constitution; (3) approval by the full Commission at least seven (7) days following said publication; and (4) the execution of a mutually agreed upon Project Agreement between the Jefferson County Commission and Oxford Pharmaceuticals, the Jefferson County Commission intends to commit to Oxford Pharmaceuticals no more than \$400,000 to be paid over a ten (10) year period to assist in the completion of the new pharmaceutical manufacturing project, thereby enhancing the economic development and growth of Jefferson 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.

Nov-20-2014-1034

WHEREAS, Jody Harris wishes to be reappointed to the Center Point Fire District Board of Trustees for a second term; and

WHEREAS, Jody Harris desires to serve on the Board.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Jody Harris be reappointed to serve on the City of Center Point Fire District Board of Trustees for a five year term ending November, 2019.

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

Nov-20-2014-1035

WHEREAS, Rick Sloan was appointed to fill an unexpired term on the Center Point Fire District Board of Trustees with termination date of November, 2014; and

WHEREAS, Rick Sloan wishes to be reappointed to the Center Point Fire District Board for a full term.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Rick Sloan be reappointed to serve

on the Center Point Fire District Board of Trustees for a five year term ending November, 2019.

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

Nov-20-2014-1036

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the liquor application submitted by AA Food Marts, LLC, applicant; Abid Chani and Ashok Kumar, Members/Store Managers, d/b/a Chalkville Mountain Texaco located at 5760 Chalkville Mountain Road, Birmingham, AL 35235 for an off premise (050) retail beer and (070) retail table wine license, be and hereby is approved.

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

Nov-20-2014-1037

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

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

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

WHEREAS, after due consideration of the recommendations aforesaid and as a means of further promoting the health, safety, morals and general welfare of the County, this Jefferson County Commission does hereby approve and adopt the herein contained amending provisions for the purpose among others, of lessening congestion in roads and streets; encouraging such distribution of population and such classification of land uses as will tend to facilitate economical drainage, sanitation, education, recreation and/or occupancy of the land in the County.

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

Z-2014-003 Terry Wilkes Freeman, owner; requests a change of zoning on Parcel ID# 29-27-3-0-4, in Section 27 Twp 18 Range 3 West from R-1 (Single Family) to C-1 (Commercial) for compliance for an existing office (pest control company). (Case Only: 403 West Oxmoor Road, Birmingham, 35209)(SHANNON)(1.08 Acres M/L)

RESTRICT COVENANTS:

1. the use of the property shall be limited to the operation of a pest control business and all activities related thereto (as restricted by covenant 2), any office or professional use, and/or any other use permitted under the C-P (Preferred Commercial) zoning district;
2. the operation of a pest control business on the Property shall be subject to the following restrictions:
 - a. there shall be no mixing of chemicals on the Property;
 - b. pest control chemicals may be stored on the property but shall be limited (i) to those chemicals which can be stored on the trucks which are used to provide pest control services and (ii) to the additional storage of one week's supply of chemicals in properly sealed containers;
 - c. no outside paging system of any kind shall be permitted on the property;
 - d. no odors from chemicals used by the pest control business shall be permitted to emanate from the Property to any adjacent properties; and,
 - e. the pest control business shall be operated Monday through Friday, during normal operating hours of businesses and office facilities, and shall be operated on the weekends only as necessary to respond to emergencies or moderate, unfinished business.

Motion was made by Commissioner Carrington seconded by Commissioner Knight that Z-2014-003 be approved. Voting "Aye"

Carrington, Knight, Bowman, Brown and Stephens.

Nov-20-2014-1038

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

2014 Homeland Security Law Enforcement Cooperative Agreements with the Alabama Law Enforcement Agency for assistance allocations for the period September 29, 2014 - February 28, 2016:

a. “G” AMAS Team Members - \$45,000

b. “G” Teams - Bessemer Fire, Birmingham Fire, Calera Fire, Hoover Fire & Vestavia Fire - \$120,200

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

Nov-20-2014-1039

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

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

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

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

Nov-20-2014-1040

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request for the Roads and Transportation Department to temporarily close Pine Hill Road between Springdale Road and Alabama Highway 79 in order for the Birmingham Water Works Board to repair a leaking 60" raw water main for up to two (2) weeks beginning December 1, 2014, be and hereby is approved.

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

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

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

Nov-20-2014-1041

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the holiday for County employees scheduled for

Wednesday, December 24, 2014 and approved by the Jefferson County Commission on September 25, 2014; M. B. 167, PG: 71, be and hereby is changed to Friday, December 26, 2014.

Motion was made by Commissioner Knight seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Bowman, Brown, Carrington, 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, December 4, 2014.

President

ATTEST

Minute Clerk