

STATE OF ALABAMA)

JEFFERSON COUNTY) October 9, 2014

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

- District 1 - George F. Bowman
- District 2 - Sandra Little Brown
- District 3 - James A. (Jimmie) Stephens
- District 5 - David Carrington

Motion was made by Commissioner Stephens seconded by Commissioner Brown that the Minutes of September 25, 2014, be approved. Voting "Aye" Stephens, Brown, Bowman and Carrington.

The Commission met in Work Session on October 7, 2014, and approved the following items to be placed on the October 9, 2014, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Items 1 through 3 and Addendum Item 1 and 2.
- Commissioner Brown, Community Service and Roads and Transportation Committee Items 1 through 21, excluding Item 11 and Addendum Item 5.
- Commissioner Carrington, Administrative Services Committee - Items 1 through 13.
- Commissioner Knight, Land Planning and Development Services, Emergency Management Agency, Board of Registrars and Courts, Inspection Services Committee Items 1 through 4 and Addendum Item 3 and 4.
- Commissioner Stephens, Finance & Information Technology Committee Items 1 through 16 and an additional resolution.

PROCLAMATION

October 5 - 11, 2014 4-H Week

WHEREAS, October 5-11 is National 4-H Week in the United States; and

WHEREAS, more than 6 million youth take part in 4-H programs nationwide; and

WHEREAS, the Alabama Cooperative Extension System conducts 4-H programs through the state land-grant universities with the mission to help young people acquire knowledge, develop life skills and form attitudes which will help them become self-directing, productive members of society; and

WHEREAS, 4-H addresses issues facing youth wherever they live in - in inner cities, suburbs and rural communities and helps break barriers by focusing on learning by doing; and

WHEREAS, 4-H builds self-esteem, leadership and citizenship skills in youth; and

WHEREAS, more than 5,000 youth are active in 4-H programs in Jefferson County; and

WHEREAS, more than 60 adult volunteers donate countless hours and effort each year in preparing for and teaching youth.

NOW THEREFORE UPON THE RECOMMENDATION of Commissioner Sandra Little Brown be it therefore proclaimed that October 5-11, 2014 be celebrated as 4-H Week in Jefferson County as it is celebrated as a national week in the United States.

Signed at the Jefferson County Courthouse in Birmingham, Alabama the 25th day of September, 2014.

A Public Hearing was held to receive comments on the request from Premier Holdings, LLC for vacation of a sanitary sewer right of way lying on Lot 2, Allison Bonnett Plaza. There being no comments, the Commission took the following action.

Oct-9-2014-875

WHEREAS, Premier Holdings, LLC. is/are the owner(s) of the land abutting the following described dedicated easements, situated

in Jefferson County, Alabama, to-wit:

Description of Property to be Vacated:

A Sanitary Sewer Right-of-Way lying on Lot 2, Allison Bonnett Plaza, as recorded in Map Book 41, Page 37, in the Bessemer Probate Office of Jefferson County, Alabama and being described below.

Part of the Sanitary Sewer Right-of-Way conveyed to Jefferson County by that certain deed as recorded in Instrument 200061/2339 in the Bessemer Probate Office of Jefferson County, Alabama and being more particularly described as follows:

Commence at the Northwest Corner of the Southwest 1/4 of the Southeast 1/4 of Section 20, Township 18 South, Range 4 West, Jefferson County, Alabama; thence Southerly along the West Line of Said 1/4-1/4 Section a Distance of 738.84 feet; thence Southeasterly at an Angle to the left of 79°10'33" a Distance of 75.25 feet; thence Southerly at an Angle to the Right of 78°43'20" a Distance of 91.41 feet; thence southeasterly at an Angle to the Left of 89°48'15" a Distance of 77.77 feet to the vacated Westerly Right-of-Way of Clermont Avenue; thence Southerly at an angle to the right of 89°03'31" along said right-of-way a distance of 125.72 feet; thence southeasterly at an angle to the left of 35°40'11" a distance of 17.94 feet to an existing sewer; thence northwesterly at an angle to the right of 177°48'52" a distance of 63.99 feet along the centerline of said sewer; thence northeasterly at an angle to the right of 58°14'15" a distance of 34 feet to the point of beginning of a 20.0 foot sanitary sewer right-of-way to be vacated. Said Sanitary Sewer Right-of-Way lying 10.00 feet each side of, parallel to and abutting the following centerline; thence continue along the last named course a distance of 59.15 feet, more or less, to the vacated west right-of-way of Clermont Avenue and the end of the sanitary sewer right-of-way. Said Sanitary Sewer Right-of-way lies in the South 1/2 of the Southeast 1/4 of Section 20, Township 18 South, Range 4 West, Jefferson County, Alabama.

Also part of the Sanitary Sewer Right-of-Way conveyed to Jefferson County by that certain deed as recorded in Instrument 200562/3484 in the Bessemer Probate Office of Jefferson County, Alabama, and being more particularly described as follows:

Commence at the northwest corner of the southwest 1/4 of the southeast 1/4 of Section 20, Township 18 South, Range 4 West, Jefferson County, Alabama; thence southerly along the west line of said 1/4 - 1/4 a distance of 738.84 feet, thence southeasterly at an angle to the left of 79°10'33" a distance of 75.25 feet; thence southerly at an angle to the right of 78°43'20" a distance of 91.41 feet; thence southeasterly at an angle to the left of 89°48' 15" a distance of 71.63 feet to the Point of Beginning of a Sanitary Sewer Right-of-Way to be vacated; thence northeasterly at an angle to the left of 70°33'31" a distance of 13.03 feet; thence southeasterly at an angle to the right of 90°00'00" a distance of 20.00 feet; thence southwesterly at an angle to the right of 90°00'00" a distance of 48.78 feet to the easterly side of the Sanitary Sewer Right-of-Way described in Instrument 200061/2339 as recorded in the Bessemer Probate Office of Jefferson County, Alabama; thence northerly along the said right-of-way at an angle to the right of 159°37'03" a distance of 40.32 feet; thence northwesterly at an angle to the left of 89°03'31" a distance of 6.14 feet to the point of beginning.

Said Sanitary Sewer Right-of-Way lies in the Southwest 1/4 of the Southeast 1/4 of Section 20, Township 18 South, Range 4 West, Jefferson County, Alabama.

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

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

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

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

A Public Hearing was held to receive comments on the request from Hueytown, CGP, LLC for vacation of a sanitary sewer easement lying on and over Lot 1 and Lot 2 of Bruno's Addition to Hueytown. There being no comments, the Commission took the following action.

Oct-9-2014-876

WHEREAS, Hueytown CGP, LLC is/are the owner(s) of the land abutting the following described dedicated easements, situated in

Jefferson County, Alabama, to-wit:

Description of Property to be Vacated:

A SANITARY SEWER EASEMENT VARYING IN WIDTHS OF 20' AND 30' TO BE VACATED LYING ON AND OVER LOT 1 AND LOT 2 OF BRUNO'S ADDITION TO HUEYTOWN SITUATED IN SECTION 21, TOWNSHIP 18 SOUTH, RANGE 4 WEST, JEFFERSON COUNTY, ALABAMA. PREVIOUSLY RECORDED IN MAP BOOK 25, PAGE 82, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commence at the Northeast corner of Lot 1 of Bruno's Addition to Hueytown (recorded in Map Book 25, Page 82), Jefferson County, Alabama, which is located in the southwest ¼ of the southwest ¼ of Section 21, Township 18 South, Range 4 West, thence run southerly along the easterly property line of said Lot 1 for a distance of 427.38 feet to a point, said point being located on the easterly property line of said Lot 1; thence, leaving said property line, turn a deflection angle of 90 degrees 00 minutes 00 seconds to the right and run a distance of 15.00' to a point, said point being the POINT OF BEGINNING and the centerline of a 30 foot wide sanitary sewer easement lying 15 feet to each side of, parallel to and abutting the following described line; said point also being the POINT OF BEGINNING of said easement to be vacated; thence turn a deflection angle to the right of 90 degrees 00 minutes 00 seconds and run a distance of 65.00 feet to a point; thence turn a deflection angle to the left of 90 degrees 00 minutes 48 seconds and run a distance of 352.74 feet to a point; thence turn a deflection angle to the left of 90 degrees 00 minutes 00 seconds and run a distance of 5.00 feet to a point, said point being the point of transition from a 30 foot wide easement to a 20 foot wide easement lying 10 feet each side of, parallel to and abutting the following described line; thence turn a deflection angle to the right of 90 degrees 00 minutes 00 seconds and run a distance of 33.44 feet to a point; thence turn a deflection angle to the right of 15 degrees 00 minutes 00 seconds and run a distance of 229.31 feet to a point; thence turn a deflection angle to the right of 37 degrees 16 minutes 26 seconds and run a distance of 18.51 feet, more or less to a point on the northerly property line of said Lot 2 and southerly right of way of Townhouse Lane as shown on said Bruno's Addition to Hueytown and the end of said sanitary sewer easement to be vacated. Less and except any portion of this description that lies within the sanitary sewer easement as described in Deed Book 201413, Page 21059 and recorded in the Office of the Judge of Probate of Jefferson County, AL.

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

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

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

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

Oct-9-2014-877

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-2014-021 The Baptist Church at McAdory and the Estate of Margaret R. Kendrick, owners; Darren Hamrick, agent; requests a change of zoning on Parcel ID#s 42-6-3-0-9, 4, & 2 in Section 6 Twp 20 Range 4 West from INSTITUTIONAL-1 with covenants and A-1 (Agriculture) to INSTITUTIONAL-1 and C-1 (Commercial) for church expansion and a commercial out-parcel. (Case Only: 4954 Eastern Valley Road and 4750 Letson Farms Parkway, McCalla, AL 35111)(MCADORY)(26.72 Acres M/L)

Property rezoned Inst-1 only and the commercial rezoning denied and with the following covenants:

1. All exterior lighting shall be oriented downward;
2. The entrance on Eastern Valley Road shall be approved by the Department of Roads and Transportation based upon the traffic information presented;
3. Any new signs on the property shall be monument signs.

Motion was made by Commissioner Stephens seconded by Commissioner Brown that Z-2014-021 be approved subject to filing of covenants. Voting "Aye" Stephens, Brown, Bowman and Carrington.

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

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

Thereupon the Commission Meeting was recessed.

The Commission reconvened in regular session at the Birmingham Courthouse at 9:55 a.m., David Carrington, President, presiding and the following members present:

District 1 - George F. Bowman

District 2 - Sandra Little Brown

District 3 - James A. (Jimmie) Stephens

District 5 - David Carrington

Oct-9-2014-878

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Manager is authorized to proceed with the process to liquidate assets for real property located at 2601 Highland Avenue, Birmingham, Alabama 35205 (former Office of Senior Citizens) and 120 County Shop Road, Birmingham, Alabama 35217 (former Central Laundry facility).

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

Oct-9-2014-879

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama, Prescott House, and the Bessemer Cut-Off Advocacy Center.

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), Prescott House, and the Bessemer Cut-Off Advocacy Center.

WITNESSETH:

WHEREAS, the County recognizes that children are valuable resources to the County; and

WHEREAS, the County recognizes that organizations, such as Prescott House and the Bessemer Cut-Off Advocacy Center, that provide forensic interviews of the victims of child abuse significantly aid in the prosecution of persons that harm our children; and

WHEREAS, Prescott House serves residents in the Birmingham Division of the County and the Bessemer Cut-Off Advocacy Center serves residents of the Bessemer Division of the County.

WHEREAS, the County has determined that providing Prescott House and the Bessemer Cut-Off Advocacy Center with financial support from the County will serve and advance a legitimate public purpose.

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

1. The term of this Agreement shall begin upon the joint execution of this contract by the County, Prescott House, and the Bessemer Cut-Off Advocacy Center and end September 30, 2015.

2. The County shall pay from fiscal 2015 general operating funds: (1) to Prescott House a lump sum total of \$32,391.17 and (2) to the Bessemer Cut-Off Advocacy Center a lump sum total of \$17,608.83, such amounts collectively equal to \$50,000.00 and determined by multiplying such collective amount by the same ratio as the FY2015 Jefferson County General Fund allocations for the Birmingham District Attorney's Office (in the case of Prescott House) and the Bessemer District Attorney's Office (in the case of the Bessemer Cut-Off Advocacy Center) bears to the total FY2015 allocation provided to the offices of such District Attorneys. Said amounts shall be paid within 30 days following the execution of this contract and shall be used individually by Prescott House and the Bessemer Cut-Off Advocacy Center (hereinafter the "Contractees") solely for the following purpose:

To provide no-cost forensic interviews of child victims in support of law enforcement and the District Attorney's Office.

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

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

4. Contractees shall each create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by Contractees for a period of not less than three (3) years from September 30, 2015. These funds and any client fees and other income collected in connection with the programs supported by these funds shall be accounted for, carried forward, and used only for these programs.

5. Contractees and the Contractees' representative signed below, certify by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement shall be passed-through to another entity or individual.

6. Contractees and the Contractees' representative, 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 Contractees nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.

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

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals or caused this Agreement to be executed by their duly authorized representatives on the dates reflected below.

JEFFERSON COUNTY, ALABAMA

David Carrington, President

Jefferson County Commission

PRESCOTT HOUSE

Mary Murphy, Executive Director

Bessemer Cut-Off Advocacy Center

Debbi Land, Director

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

Oct-9-2014-880

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the following persons are hereby appointed to the Board of Trustees for the Rex Lake Fire District for the terms set forth herein.

- (1) Ed Coberly – October 31, 2015
- (2) Victor Kellum – October 31, 2016
- (3) Leland Ashworth – October 31, 2017
- (4) Chris Romei – October 31, 2018
- (5) Chris Retan – October 31, 2019

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

Oct-9-2014-881

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.

Engagement/Letter Agreements with the following to provide legal services for FY2014-2015.

- a. Balch & Bingham, LLP – \$100,000
- b. Lloyd, Gray Whitehead & Monroe, PC – \$100,000
- c. Bradley, Arant, Boulton & Cummings – \$100,000

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

Oct-9-2014-882

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement to between Jefferson County, Alabama and TDC Group, Inc. to provide for installation and configuration of the software Freeance for Cityworks which is used to access the Cityworks work order system from tablets and smart phones in the amount of \$27,000.

AGREEMENT TO PROVIDE
IMPLEMENTATION SERVICES
FOR Freeance Mobile for Cityworks

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 TDC Group, 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 implementation of Freeance Mobile for Cityworks software as outlined in the Scope of Work.

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

ARTICLE I – SCOPE OF WORK

CONSULTANT shall provide professional services in the form of training, implementation and consulting. The software license is not part of this contract. The scope of this work is described in detail in Attachment D.

SECTION 1 – OBLIGATION OF CONSULTANT TO OWNER

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

SECTION 2 – OBLIGATION OF OWNER TO THE CONSULTANT

It is understood that the OWNER will:

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

SECTION 3 – CONFERENCES AND VISITS TO SITE

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

ARTICLE II – TIME OF BEGINNING AND COMPLETION

- A. The work shall be completed in accordance with the schedule provided in Attachment D 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 per phase of work and other expenses incurred at the schedule of standard charges attached as Attachment D. The contract shall include a maximum cost of Twenty-seven thousand dollars (\$27,000.00) as further defined in Attachment D.

Payment shall be made, not more often than once monthly, in amounts evidenced by the submittal of vouchers and invoices by the CONSULTANT to the OWNER and along with other evidence of performance as the OWNER may deem necessary. The OWNER shall pay the CONSULTANT within ten (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 - DELAYS AND EXTENSIONS

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

SECTION 3 – TERMINATION OR ABANDONMENT

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

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

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

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

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

SECTION 4 – TERMINATION OF CONTRACT FOR BREACH

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

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

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

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

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

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 5 – CONTROVERSY

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

SECTION 6 – RESPONSIBILITY FOR CLAIMS AND LIABILITY

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

2. The CONSULTANT agrees to indemnify, hold harmless and defend the OWNER, Jefferson County Commission, its elected officials,

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

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

General Liability and Property Damage.....\$300,000.00
Automobile and Truck Bodily Injury Liability.....\$300,000.00
Workers Compensation.....Statutory

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

SECTION 7 - GENERAL COMPLIANCE WITH LAWS

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

SECTION 8 - SUBLETTING, ASSIGNMENT OR TRANSFER

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

SECTION 9 - EMPLOYMENT OF OWNER WORKERS

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

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

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

SECTION 10 – CONTROL

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

SECTION 11 - CONDITIONS AFFECTING WORK

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

2. During the performance of this contract, the CONSULTANT for itself, its assignees and successors in interest, agrees as follows:
A. Non-discrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964 or the Equal Opportunity provision of Executive Order 11246 of

September 24, 1965. The CONSULTANT must execute the EEO certification attached hereto as Attachment A as required by Jefferson County Commission Administrative Order AO2008-4.

B. Solicitation for Subcontractors, Including Procurement of Materials and Equipment: In all solicitation, either by competitive bidding or negotiations made by CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this contract and the regulation relative to nondiscrimination on the grounds of race, color or national origin.

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

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

SECTION 12 - GOVERNING LAW/DISPUTE RESOLUTION

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

SECTION 13 – FREEANCE MOBILE SOFTWARE END USER LICENSE AGREEMENT

Provides the OWNERS right to use the software and any restrictions. See Attachment C. The provisions of this AGREEMENT notwithstanding, the Freeance Mobile software shall be governed by the terms of a separate Freeance Mobile End User License Agreement (EULA).

SECTION 14 – ALABAMA CODE SECTION 31-13-9

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

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,

Matthew Reddington

TDC Group, Inc., President and CEO

and the OWNER on the ____ day of _____ 2014.

RECOMMENDED:

Environmental Services Department

David Denard, Director of Environmental Services

APPROVED:

Jefferson County, Alabama

(Attachments on file in the Minute Clerk's Office)

W.D. Carrington, President

Jefferson County Commission

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

Oct-9-2014-883

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 a 8"-inch gravity main sewer in U.S. Highway 31 in the City of Vestavia Hills.

BE IT FURTHER RESOLVED that the President be authorized to execute an agreement between Jefferson County, Alabama and George Tomlin - Manager, Vestavia Hills Investment Partners, LLC for the construction of a sanitary sewer in the right-of-way of U.S. Highway 31 in the City of Vestavia Hills, at no cost to the County.

ALABAMA DEPARTMENT OF TRANSPORTATION
Permit Agreement for the Accommodation of Utility
Facilities on Public Right-of-Way

Project Number:
Permit Number:
P.E.
R.O. W.
Utilities
Construction
Route Number
Location of Accommodation: Milepost 268.34 to 426

THIS AGREEMENT is entered into this the day of , 20 , by and between the Alabama Department of Transportation acting by and through its Transportation Director hereinafter referred to as the STATE and JEFFERSON COUNTY, a Utility hereinafter referred to as the APPLICANT.

WITNESSETH

WHEREAS, the APPLICANT desires to have its facilities accommodated on public highway right-of-way in JEFFERSON County, Alabama, said project or maintenance section being designated as _____ , and consisting approximately of the following: approximately 10 linear feet of 8 inch diameter, Class 52 ductile iron sanitary sewer pipe in U. S. Highway 31 ROW in the City of Vestavia Hills; and

WHEREAS, the STATE hereby grants to the APPLICANT approval to cross or locate its facilities on the public right-of-way at the location and in the manner hereinafter set forth.

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. The APPLICANT will install its facilities on public right-of-way in accordance with plans and specifications of the APPLICANT as approved by the STATE which plans and specifications are hereby made a part hereof by reference.
2. In the installation of facilities and performing work under this agreement, the APPLICANT will conform to the provisions of the latest edition of the Alabama Department of Transportation Utility Manual, which manual is of record in the Department of Transportation and is hereby a part hereof by reference.
3. The national Manual on Uniform Traffic Control Devices, latest edition, is hereby made a part hereof by reference and will be conformed to as the provisions thereof are applicable to such work. Such Manual is of record in the Alabama Department of Transportation at the execution of this Agreement.
4. The Clean Water Act, 1987 and the Alabama Nonpoint Source Management Program, 1989 are hereby made a part hereof by reference and will be conformed to by the APPLICANT as the provisions thereof are applicable hereto.

The APPLICANT will conform to the regulations of the Environmental Protection Agency (EPA) and of the Alabama Department of Environmental Management (ADEM), latest edition, for both installation and maintenance of such facilities.

5. If hazardous materials, wastes, substances, or as otherwise defined by Code of Alabama § 6-5-332.1 (a)(2) (1993 Repl. Vol.) are encountered in the execution of this Agreement it will be the responsibility of the APPLICANT to notify the proper agency responsible for said hazardous materials and to comply with any and all environmental regulations as established by the Environmental Protection Agency (EPA), Alabama Department of Environmental Management (ADEM), and of the Occupational Safety and Health Administration (OSHA) in the proper disposition of the hazardous materials encountered.

6. The APPLICANT will file with the STATE an acceptable certified check or bond in the penal amount of \$20,000 to guarantee the faithful performance of this permit contract in its entirety.

Upon satisfactory completion and acceptance of all work provided for in this permit contract, the check or bond, as applicable, will be returned to the APPLICANT; otherwise, the proceeds from the check, or any amount received by the STATE as a result of the bond, will be applied to complete and fulfill the permit contract terms.

7. The APPLICANT will protect, defend, indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, the officials, officers, and employees, in both their official and individual capacities, and their agents and/or assigns, from and against any and all actions, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of or connected with the work performed under this Permit, and/or the APPLICANT's failure to comply with all applicable laws or regulations.

8. Reimbursement for future relocations of the APPLICANT'S facilities will be in accordance with State law in effect at the time such relocations are made.

9. The APPLICANT will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the APPLICANT, its agents, servants, employees or facilities.

10. The STATE in executing this Agreement does not in any way assume the responsibility for the maintenance of the facilities of the APPLICANT, nor the responsibility for any damage to the facilities caused by third parties.

11. The APPLICANT will have a copy of this Agreement on the project site at all times while said work is being performed.

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

13. The installation of the facilities and related work covered by this Agreement shall be completed within one year from the date shown on this Agreement, otherwise this Agreement becomes null and void. Once work is begun the APPLICANT shall pursue the work continuously and diligently until completion.

14. The APPLICANT will perform or cause to be performed the work applied for in this permit contract and will restore the highway and all right-of-way in the work area in as good condition as the same was prior to the work and will maintain the accomplished work and highway work area in a condition satisfactory to the Alabama Department of Transportation for a period of one year from acceptance by the Department of the completion of work applied for by APPLICANT.

15. The Applicant must provide a copy of the Notice of Registration (NOR) Received issued by ADEM upon receipt of the applicant's Notice of Registration. This will assure compliance with Phase II of stormwater construction requirements. In the event a NOR is not required, Applicant must submit to ALDOT a Best Management Practices (BMP) plan to control sediment run-off.

16. In the event that ALDOT is issued a citation or any other enforcement document by ADEM/EPA for failure to comply with applicable requirements, it shall be the responsibility of the applicant to bring all BMPs into compliance and to pay for any fines, assessments, etc. that may be issued to ALDOT by ADEM/EPA.

17. The APPLICANT stipulates that the specific use of these facilities located upon public right-of-way is _____.

Applicant further stipulates that should this specific use change at any time in the future that the Applicants will notify the STATE immediately of the change.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, officials and persons thereunto duly authorized, to be effective on the day and the year first above stated.

WITNESS

Jefferson County Environmental Services Department
W. D. Carrington, President - Jefferson County Commission

RECOMMENDED FOR APPROVAL

ALABAMA DEPARTMENT OF TRANSPORTATION ACTING
BY AND THROUGH ITS TRANSPORTATION DIRECTOR

District Manager
Regional Manager

Maintenance/Region/Division Engineer or District Manager

(Market Grocery Store)

AGREEMENT

This Agreement entered into this ____ day of _____, 20____, by and between Jefferson County, Alabama (hereinafter referred to as Jefferson County) and Vestavia Hills Investment Partners, LLC (hereinafter referred to as Owner).

W I T N E S S E T H:

WHEREAS, Owner proposes to install certain sanitary sewer facilities crossing perpendicular to U.S. Highway 31 near the intersection with Vesthaven Way; and

WHEREAS, the State of Alabama Department of Transportation (hereinafter "ALDOT") owns or controls the property (hereinafter "State Property") and will not authorize Owner to perform such installation but will authorize Jefferson County to install the same; and

WHEREAS, Owner has requested Jefferson County to enter into an Agreement with ALDOT providing for Jefferson County to perform such installation upon the stipulation, that the Owner would actually perform such installation and would indemnify and hold harmless Jefferson County with respect to Owner's performance thereof.

IN CONSIDERATION OF THE PREMISES, the parties agree as follows:

1. The purpose of said subject sanitary sewer installation is to provide sewer services and other related benefits to property owned or controlled by Owner (hereinafter "Owner's Benefitted Property") (described on Exhibit B, attached hereto) and Owner hereby acknowledges such benefits as full consideration for all of Owner's obligations herein.

2. Jefferson County shall enter into an Agreement with ALDOT ("ALDOT Agreement") for providing for installation of a 8" inch gravity main sewer connecting to an existing Jefferson County sanitary sewer crossing perpendicular to U.S. Highway 31 right of way near the intersection with Vesthaven Way, which drains to the Cahaba River sanitary sewer collection system, copy of said ALDOT Agreement is attached hereto as Exhibit A to this Agreement.

3. Owner hereby acknowledges the satisfactory performance by Jefferson County of Paragraph 2 above. Owner shall do and perform each requirement imposed upon the Jefferson County Commission by the ALDOT Agreement (Exhibit A). Further, Owner hereby agrees to indemnify and hold harmless and defend the Jefferson County Commission, Jefferson County, Alabama, its elected officials and employees from and against any claims, suits, cost, expenses including attorneys fees, loss or damage in any way arising out of the performance or failure of performance of the ALDOT Agreement (Exhibit A) and this Agreement.

4. Owner and Jefferson County agree that this Agreement shall be automatically amended to include any amendment made to the ALDOT Agreement (Exhibit A) by said ALDOT.

5. The term of this Agreement shall continue so long as any obligation of any nature whatsoever of Jefferson County exists by reason of the ALDOT Agreement (Exhibit A) also including any future amendments that may be made by ALDOT.

6. In the event that the State of Alabama and/or ALDOT requires Jefferson County to maintain, repair or otherwise service any sewer facilities whatsoever serving Owner's benefitted property pursuant to the ALDOT Agreement, the Owner (successors and assigns) agrees to reimburse Jefferson County for the cost of any such work. It should be noted, sanitary sewer service lines (4 inch and 6 inch located between the County sanitary sewer main and structure) are not maintained by Jefferson County and as such they are the sole responsibility of the Owner to maintain.

7. Sanitary sewer mains (8 inch and larger) or manholes that are installed or modified must, per Jefferson County regulations, have a one year warranty by the contractor responsible for said installation or modifications. After said warranty period has expired, the sanitary sewer mains and/or manholes will be the responsibility of the Jefferson County to maintain with the exception being any damages that may be caused by the property owner and/or their contractor in which said property owner would then be responsible for said repairs that must conform to Jefferson County regulations.

8. This Agreement and all terms, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of Jefferson County and Owner and Owner's successors and assigns. Provided further, the Owner's obligations set forth herein shall be a covenant and attached to the Owner's land which benefits from this Agreement and shall run with the land and obligate all such successors and assigns of Owner.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers this ____ day of _____, 20__.

Vestavia Hills Investment Partners, LLC
George Tomlin - Manager
JEFFERSON COUNTY, ALABAMA
W. D. Carrington, President
Jefferson County Commission

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

Oct-9-2014-884

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

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

Oct-9-2014-885

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the plumber reimbursement claim of Rose Mary Green is hereby denied.

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

Oct-9-2014-886

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Eric Bruce in the amount of Seven Hundred Ninety Four and 70/100 (\$794.70) is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby authorized and directed to issue a check payable to Eric Bruce in the amount of \$794.70 and forward it to the County Attorney for disbursement.

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

Agreement for legal services with King & Spalding LLP/Adam Sowatzka was carried over.

Oct-9-2014-887

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the contract between Jefferson County, Alabama and Around the Clock (ATC) Healthcare Services, approved at M.B. 166, PGS 30-31, on January 30, 2014, is hereby terminated for convenience of the County effective thirty (30) days following the adoption of this resolution.

NOW THEREFORE BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission does hereby provide a thirty day notice of termination of said contract.

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

JEFFERSON COUNTY COMMISSION
Finance Department
Unusual Demands
10/09/2014

Profit Ctr	Vendor # Name	Text	Business Area	Amount	Doc No
DISTRICT 1	1000193 JEFFERSON CO TREASURER	STATE ELECTRICAL BOARD TRAINING AND TWO KEYS	GEN SVCS: ADMINISTRATION	64.50	1900082997
DISTRICT 1	1000193 JEFFERSON CO TREASURER	PURCHASE OF TWO ROLLS OF WELDING WIRE FOR GSOC	GEN SVCS: ADMINISTRATION	18.24	1900083008
DISTRICT 1	1000193 JEFFERSON CO TREASURER	PURCHASE SCREWS FOR COOPER GREEN	CGH: CENTRAL OPERATIONS	21.85	1900082885
DISTRICT 1	1000193 JEFFERSON CO TREASURER	PURCHASE OF NIPPLE, COUPLINGS AND KUNKLE VALVE.	GEN SVCS: ADMINISTRATION	445.10	1900082893
DISTRICT 1	1000193 JEFFERSON CO TREASURER	PESTICIDE FOR 8TH AVE PARKING LOT	GEN SVCS: ADMINISTRATION	39.98	1900082910
*DISTRICT 1				589.67	
DISTRICT 2	1000193 JEFFERSON CO TREASURER	LOCKS, KEYS, NUTS, BOLTS, SLIDE BOLTS - KETONA	R&T: HIWAY MAINT-KETONA	99.94	1900083007
DISTRICT 2	1000193 JEFFERSON CO TREASURER	PURCHASE OF A MOTOR AND FAN BLADE FOR CAMP BESS	R&T: HIWAY MAINT-BESS	376.83	1900082996
DISTRICT 2	1000193 JEFFERSON CO TREASURER	LOCKS, KEYS MADE, LOCKS, TIRE, TAPE, PRESSURE GAUG	R&T: HIWAY MAINT-KETONA	212.30	1900082889
DISTRICT 2	1000193 JEFFERSON CO TREASURER	AIR HOSE REEL - CAMP KETONA	R&T: HIWAY MAINT-KETONA	259.98	1900083012
DISTRICT 2	1000193 JEFFERSON CO TREASURER	BATTERY & BLASTING CERTIFICATION FEES - D. REYNOLD	R&T: HIWAY MAINT-BESS	123.49	1900082911
DISTRICT 2	1000193 JEFFERSON CO TREASURER	PETTY CASH: TRAVEL REFUND_RON HAVING	COMMUNITY DEVELOPMENT	22.05	1900082912
DISTRICT 2	1000193 JEFFERSON CO TREASURER	PETTY CASH: TRAVEL REFUND_FREDERICK HAMILTON	ECON DEV WKFORCE INVEST	8.51	1900082913
DISTRICT 2	1000193 JEFFERSON CO TREASURER	COMPUTER MONITOR - CAMP KETONA	R&T: HIWAY MAINT-KETONA	219.99	1900083018
DISTRICT 2	1000193 JEFFERSON CO TREASURER	PETTY CASH: TRAVEL REFUND_JOEL KNIGHT	COMMUNITY DEVELOPMENT	0.02	1900082914
DISTRICT 2	1000193 JEFFERSON CO TREASURER	TORCH REPAIR - CAMP KETONA	R&T: HIWAY MAINT-KETONA	97.00	1900083029
DISTRICT 2	1020107 ECONOMIC DEV ADMIN	UD: EDA RLF INTEREST SEQUEST FD - APRIL - AUGUST	ECON DEV LN COUNTY	145.50	1900083095
*DISTRICT 2				1,565.61	
DISTRICT 3	1000193 JEFFERSON CO TREASURER	WIRELES ROUTER/STORAG BAG	SHER CORRECT-BHAM	75.39	1900082663
DISTRICT 3	1000193 JEFFERSON CO TREASURER	REVENUE-REIMB. MILEAGE-EXAMINERS AUGUST	REVENUE	141.55	1900082904
DISTRICT 3	1000193 JEFFERSON CO TREASURER	REVENUE-RETURN AUDIT-W.S. MOORE 6/14-6/22/14 PA	REVENUE	24.71	1900082726
DISTRICT 3	1000193 JEFFERSON CO TREASURER	PETTY CASH FOR ALLEN - DRV, USB	INFO TECH: TECH SERVICES	103.94	1900082894
DISTRICT 3	1000193 JEFFERSON CO TREASURER	PLASTIC DIP,DUCK COVER,SHELF	SHERIFF ENFORCE-BHAM	348.66	1900082907
DISTRICT 3	1000193 JEFFERSON CO TREASURER	PADLOCK,KEYS,TRIMLINE,BAR	SHERIFF ENFORCE-BHAM	62.77	1900082872
DISTRICT 3	1000193 JEFFERSON CO TREASURER	BARK COLLAR FOR K9	SHERIFF ENFORCE-BHAM	99.99	1900082742
DISTRICT 3	1000193 JEFFERSON CO TREASURER	RECEIPT \$10, POLICY LIMIT \$8	BD OF EQUAL - BHAM STATE	8.00	1900082995
DISTRICT 3	1000193 JEFFERSON CO TREASURER	FRANKLIN FOR FORBES - USB	INFO TECH: TECH SERVICES	65.85	1900082895
DISTRICT 3	1000193 JEFFERSON CO TREASURER	ANT SPRAY AND BAIT BOXES - BHAM CARS - GRAVEL LOT	BD OF EQUAL - BHAM STATE	26.00	1900083028
DISTRICT 3	1030145 GEORGE TABLACK	GEORGE TABLACK 0922-092414	FINANCE ADMINISTRATION	77.41	1900083144
*DISTRICT 3				1,034.27	
DISTRICT 4	1000124 TOWN OF BROOKSIDE	12PER - BROOKSIDE MOBILE DATA TERMINALS	EMA	6,721.28	1900083066
DISTRICT 4	1000193 JEFFERSON CO TREASURER	EMA - REPAIRS, TOTES, POSTAGE	EMA	258.71	1900083009
DISTRICT 4	1000193 JEFFERSON CO TREASURER	SUPPLIES FOR RESIDENTS	YOUTH DETENTION: CUSTODY	207.23	1900083015
DISTRICT 4	1000193 JEFFERSON CO TREASURER	SUPPLIES AND FOOD FOR RESIDENTS	YOUTH DETENTION: CUSTODY	321.10	1900083030
DISTRICT 4	1028283 TIFFANY ROPER	TRAVEL APPA	FC ADMIN SERVICES	213.92	1900082887
DISTRICT 4	1029450 RONNIE DRISKILL OR	SAFE ROOM REIMBURSEMENT - DEBRA DRISKILL	EMA	3,537.00	1900083004
DISTRICT 4	1030587 KIMBERLY COOK	SAFE ROOM REIMBURSEMENT - KIMBERLY COOK	EMA	4,000.00	1900083003
DISTRICT 4	1030711 KARON L KEITH	SAFE ROOM REIMBURSEMENT - KARON KEITH	EMA	4,000.00	1900083006
DISTRICT 4	1030805 CHARLIE & GWEN HILL	SAFE ROOM REIMBURSEMENT - CHARLIE HILL	EMA	4,000.00	1900083005
*DISTRICT 4				23,259.24	
DISTRICT 5	1000193 JEFFERSON CO TREASURER	REFRIGERATOR	ES: VILLAGE CREEK WWTP	496.16	1900082608
DISTRICT 5	1000193 JEFFERSON CO TREASURER	MOTOR OIL, 7" SCRAPERS, HOSE, NOZZLE	ES: CONSTRUCT SEWER LINE	112.91	1900083019
DISTRICT 5	1000193 JEFFERSON CO TREASURER	DOOR HINGES WOOD SEALER NITROGEN PLIERS DRILLBITS	ES: VALLEY CREEK WWTP	394.39	1900082999
DISTRICT 5	1000193 JEFFERSON CO TREASURER	FILTERS,WIPERS,OIL, GS CAN	ES: TRUSSVILLE WWTP	50.30	1900082905
DISTRICT 5	1000193 JEFFERSON CO TREASURER	ROUNDUP BACK PACK;BELT;GLOVES;	ES: FIVE MILE MAINT SHOP	348.08	1900082908
DISTRICT 5	1000193 JEFFERSON CO TREASURER	KEYS;BATTERIES;FUEL LINE;AIR HOSE;BOOST;WATER;	ES: FIVE MILE CREEK WWTP	150.67	1900082909
DISTRICT 5	1000193 JEFFERSON CO TREASURER	RAIN SUITS	ES: TRUSSVILLE WWTP	49.98	1900082884
DISTRICT 5	1000193 JEFFERSON CO TREASURER	GATORADE, FIRST AID SUPPLIES, POSTAGE	ES: VILLAGE CREEK WWTP	190.54	1900083010
DISTRICT 5	1000193 JEFFERSON CO TREASURER	GAS	ES: VILLAGE CREEK WWTP	46.76	1900083011
DISTRICT 5	1000193 JEFFERSON CO TREASURER	WASTEWATER GRADE IV CERTIFICATE	ES: VILLAGE CREEK WWTP	60.00	1900083013

DISTRICT 5	1000193	JEFFERSON CO TREASURER	CABLE;BULB;VALVE;SENSOR;FUSE;HVAC PART;	ES: INSTRUMENT SHOP	225.45	1900082899
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CONTROLLER FOR ICE MACHINE, FOOTAGE METER	ES: SHADES LINE MAINT	480.86	1900082881
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PLUMBING SUPPLIES, PLUNGER, TIE DOWN STRAPS	ES: SHADES LINE MAINT	70.48	1900082882
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BATTERY, SHIPPING OF A CAMERA, MALE AIR KING COUPL	ES: SHADES LINE MAINT	58.65	1900082883
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PETTY CASH - MEGAN COCHRAN 09.22.14	PER BD: TESTING	40.91	1900083016
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BLOWER, GUARD ASSY, BAND SAW BLADES, WELDING RODS	ES: PKAGE WWTP & PUMP STA	339.17	1900082998
DISTRICT 5	1000736	CLERK U S DISTRICT COURT	APPLICATION FEE-U.S. DISTRICT COURT (ALLISON GAULT	COUNTY ATTORNEY	200.00	1900082954
DISTRICT 5	1032395	BILLIE MARSALA	STAFF TRAVEL - BILLIE MARSALA 09.09.2014	PER BD: TESTING	203.31	1900082748
DISTRICT 5	1032504	SKINNER NEUTRAL SER, LLC	MEDIATION-WORKING V. JEFFCO	COUNTY ATTORNEY	2,260.00	1900082902
**DISTRICT 5					5,778.62	
					32,227.41	

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

Oct-9-2014-888

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request from the Finance Department to remove the following equipment from fixed assets, be and hereby is approved.

Roads and Transportation

160000002157	Kincaid 1200 Hydroseeder	Auction
160000004577	John Deere Tractor/Mower	Auction
160000004636	Bob Skid Loader	Auction
160000005928	Cannon Copier	Auction
	Sharp AR-M257 Copier (for record only)	

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

Oct-9-2014-889

WHEREAS, the Jefferson County Commission has identified certain rolling stock to be surplus and of no further use to the County; and

WHEREAS, the Jefferson County Commission has identified a 1993 Model 743B Skid Steer Loader with Serial Number: 509323491 as surplus property; and

WHEREAS, the Jefferson County Board of Education (a public entity) has expressed a need for said piece of equipment; and

WHEREAS, a transfer of property to the Jefferson County Board of Education constitutes a good and sufficient public purpose.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the above referenced skid steer loader (Serial Number 509323491) be transferred to the Jefferson County Board of Education at no cost.

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

Oct-9-2014-890

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 9/16/14 - 9/22/14

1. GENERAL SERVICES (BULK STORES) FROM BATTERIES PLUS, TRUSSVILLE, AL, TO AWARD BID FOR BATTERIES (SMALL DRY CELL) TO BE ORDERED AS NEEDED BY USER DEPARTMENT FOR THE PERIOD OF 10/09/14 -9/30/15. REFERENCE BID # 150-14
2. ROADS AND TRANSPORTATION: HIGHWAY MAINTENANCE – BESSEMER FROM DUNN CONSTRUCTION ROAD DV, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR THE CONTINUED PURCHASE OF PLANT MIX TO BE ORDERED AS NEEDED BY USER DEPARTMENT.
SAP PURCHASE ORDER # 2000076036 CHANGE ORDER \$ 10,000.00 REFERENCE BID # 67-13

- PURCHASE ORDER \$310,000.00 TOTAL
3. COMMUNITY AND ECONOMIC DEVELOPMENT FROM THE BIRMINGHAM TIMES, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PAY OUTSTANDING INVOICE FOR ADVERTISING SERVICES. SAP PURCHASE ORDER # 2000076503 CHANGE ORDER \$ 2,350.00
PURCHASE ORDER \$11,850.00 TOTAL
4. ROADS AND TRANSPORTATION: HIGHWAY MAINTENANCE – KETONA FROM HELENA CHEMICAL, SELMA, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR HERBICIDE.
SAP PURCHASE ORDER # 2000077104 CHANGE ORDER \$71,290.00 REFERENCE BID # 3-12R
PURCHASE ORDER \$91,290.00 TOTAL
5. ROADS AND TRANSPORTATION: TRAFFIC SIGN SHOP/ BESSEMER FROM SWARCO INDUSTRIES, COLUMBIA, TN, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR FREIGHT CHARGES. (GLASS SPHERES, STANDARD TYPE 3). SAP PURCHASER ORDER # 2000080309 CHANGE ORDER \$1,184.00
STATE OF ALABAMA CONTRACT T155 PURCHASE ORDER \$9,351.00 TOTAL
For Week of 09/23/14 - 09/29/14
1. ENVIRONMENTAL SERVICES FROM DAVLIN LLC, BIRMINGHAM, AL, TO AWARD BID FOR GROUNDSKEEPING SERVICES FOR VILLAGE CREEK WWTP ON AS NEEDED BASIS FOR THE PERIOD OF 10/01/2014 - 9/30/2015.
REFERENCE BID # 131-14
2. ENVIRONMENTAL SERVICES FROM J & L LAWN CARE, BIRMINGHAM, AL, TO AWARD BID FOR GROUNDSKEEPING SERVICES FOR SHADES VALLEY FACILITY ON AS NEEDED BASIS FOR THE PERIOD OF 10/01/2014 - 9/30/2015.
REFERENCE BID # 131-14
3. ENVIRONMENTAL SERVICES FROM S AND S LANDSCAPES, BIRMINGHAM, AL, TO AWARD BID FOR GROUNDSKEEPING SERVICES FOR FIVE MILE CREEK, VALLEY CREEK, TRUSSVILLE, LEEDS, TURKEY CREEK AND WARRIOR WWTP ON AS NEEDED BASIS FOR THE PERIOD OF 10/01/2014 - 9/30/2015. REFERENCE BID # 131-14
4. GENERAL SERVICES - BULK STORES WAREHOUSE FROM BUDGET JANITORIAL SUPPLY, BIRMINGHAM, AL, TO AWARD BID FOR JANITORIAL PRODUCTS AND SPECIALTY PRODUCTS TO BE ORDERED AS NEEDED BY USER DEPARTMENT FOR THE PERIOD OF 10/01/2014 - 9/30/2015. AWARDED GROUP I AND II. REFERENCE BID # 145-14
5. GENERAL SERVICES - BULK STORES WAREHOUSE FROM AMERICAN OSMENT, BIRMINGHAM, AL, TO AWARD BID FOR JANITORIAL PRODUCTS AND SPECIALTY PRODUCTS TO BE ORDERED AS NEEDED BY USER DEPARTMENT FOR THE PERIOD OF 10/01/2014 - 9/30/2015. AWARDED GROUP III. REFERENCE BID # 145-14
6. GENERAL SERVICES - BULK STORES WAREHOUSE FROM K-CHEM INCORPORATED, BIRMINGHAM, AL, TO AWARD BID FOR JANITORIAL PRODUCTS AND SPECIALTY PRODUCTS TO BE ORDERED AS NEEDED BY USER DEPARTMENT FOR THE PERIOD OF 10/01/2014 - 9/30/2015. AWARDED GROUP IV. REFERENCE BID # 145-14
7. ENVIRONMENTAL SERVICES FROM MARINE ONE CORPORATION, SOUTHSIDE, AL, TO AWARD BID FOR RESCUE BOAT AND TRAILER. REFERENCE BID # 161-14
8. GENERAL SERVICES (BULK STORES) FROM PRIME SOURCE, MONSEY, NY, CONTRACT RENEWAL FOR THE PURCHASE OF GLOVES, VINYL EXAM, POWDER FREE AND LATEX FREE TO BE ORDERED BY USER DEPARTMENT FOR THE PERIOD OF 10/01/2014 - 9/30/2015. LAST YEAR OF BID. REFERENCE BID # 159-12
9. GENERAL SERVICES (BULK STORES) FROM LABSOURCE / GLOVE PLANET, CHICAGO, IL, CONTRACT RENEWAL FOR THE PURCHASE OF GLOVES, LATEX DISPOSABLE TO BE ORDERED BY USER DEPARTMENT FOR THE PERIOD OF 10/01/2014 - 9/30/2015. REFERENCE BID # 159-12
10. ENVIRONMENTAL SERVICES: FIVE MILE CREEK WWTP FROM A D 1, CHARLOTTE, NC, FOR MAINTENANCE AND REPAIR OF VALVE ACTUATOR. SAP PURCHASE ORDER # 2000081160 \$7,510.82 TOTAL
11. COOPER GREEN MERCY HEALTH SERVICES FROM LIFE GAS DIVISION OF LINDE GAS NORTH AMERICA LLC, CHICAGO, IL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR MEDICAL GASES FOR THE PERIOD THROUGH 9/30/2014. SAP PURCHASE ORDER # 2000068109 CHANGE ORDER \$ 200.00
REFERENCE BID # 20-13 PURCHASE ORDER \$8,000.00 TOTAL
12. ECONOMIC DEVELOPMENT WORKFORCE INVESTMENT FROM ALABAMA DEPARTMENT OF LABOR FORMERLY DEPARTMENT OF INDUSTRIAL RELATIONS, MONTGOMERY, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR PROPERTY LEASE LOCATED AT 3420 3RD AVENUE SOUTH, BIRMINGHAM, AL 35222 FOR THE PERIOD OF 10/01/2013 - 9/30/2014. SAP PURCHASE ORDER # 2000075301 CHANGE ORDER \$11,774.92
PURCHASE ORDER \$51,774.92 TOTAL

13. COOPER GREEN MERCY HEALTH SERVICES FROM AMT MEDICAL STAFFING INCORPORATED, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR TEMPORARY STAFFING FOR THE PERIOD OF 1/27/2014 - 1/31/2014. SAP PURCHASE ORDER # 2000077462 CHANGE ORDER \$ 4,320.00
 REFERENCE BID # 184-12 PURCHASE ORDER \$81,264.00 TOTAL
 CLARITY CONTRACT # CON-00004712

14. COMMUNITY AND ECONOMIC DEVELOPMENT FROM UNCH INCORPORATED, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR HOUSING REHABILITATION FOR TEARON SMITH.
 SAP PURCHASER ORDER # 2000079869 CHANGE ORDER \$ 5,000.00 REFERENCE BID # 82-14
 PURCHASE ORDER \$35,000.00 TOTAL

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

Oct-9-2014-891

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE EXCEPTIONS REPORT FILED BY THE PURCHASING DIVISION FOR THE WEEK OF 9/16/14 - 9/22/14 AND 9/23/14 - 9/29/14, BE AND HEREBY IS APPROVED.

1. JEFFERSON COUNTY PURCHASING DEPARTMENT TO REMOVE ATC HEALTHCARE SERVICES FROM COUNTY'S BIDDER REGISTRATION LIST.

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

Oct-9-2014-892

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Encumbrance Report for the week of 9/16/14 - 9/22/14 and 9/23/14 - 9/29/14, be and hereby is approved.

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

Oct-9-2014-893

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission does hereby ratify the Jefferson Credit Union Visa credit card statement - closing date August 26, 2014.

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

STAFF DEVELOPMENT

Multiple Staff Development

Environmental Services		
Reflie Lucas		\$1,040.00
Richard Pennington		\$976.85
48 th Surveying and Mapping Conference		
Montgomery, AL – October 22-24, 2014		

Individual Staff Development

Community and Economic Development		
Sandra Foster	grant funds	\$1,900.20
NASWA's Equal Opportunity Training Conference		

Washington, DC – October 28-31, 2014

Revenue

Wesley Moore \$1,930.78
Tax Audit
Chicago, IL – November 9-15, 2014

Bruce Thompson \$1,316.50
Tax Audit
Atlanta, GA – November 16-21, 2014

Commission District 1

George Bowman \$1,292.79
LUCC Conference
St. Paul, MN – October 14-17, 2014

For Information Only

Personnel Board
Lorren Oliver \$2,982.81
2014 International Personnel Assessment Council
Davie, FL – November 1-8, 2014

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

BUDGET TRANSACTIONS

1. Treasurer’s Office \$8,500
Shift funds from other professional services to purchase a copier and add purchasing memorandum for purchase.
2. Sheriff’s Office \$7,843 (For Information Only)
Add purchasing memorandum to purchase a John Deer lawnmower.

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

Oct-9-2014-894

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 1 to the Agreement between Jefferson County, Alabama and Official Payments Corp. to provide maintenance/support for the IVR WebEncore/ Benefits Renewal System for the period November 1, 2014 - December 31, 2014 in the amount of \$1,027.

CONTRACT NO.: 00005685

Contract Amendment No. I

This Amendment to Contract entered into the 1st day of October 2014, between Jefferson County, Alabama, hereinafter referred to as "the County, and Official Payments Corporation, hereinafter referred to as the "Contractor" to provide IVR WebEncore Software Support.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

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

This contract amendment results from Jefferson County's Contract No. 00005685. The original contract between the parties referenced above, was approved by the Commission on November 26, 2013, MB 165, Page 535 - 536.

AMEND TERMS OF AGREEMENT AS FOLLOWS:

AUTHORIZATION TO PERFORM WORK: 10/01/2014 to 12/31/2014

INCORPORATE JEFFERSON COUNTY COMMISSION NON-DISCRIMINATION POLICY:

Non-Discrimination

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.

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

JEFFERSON COUNTY COMMISSION

Official Payments Corporation

W. D. Carrington, President

_____, Authorized Representative

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

Oct-9-2014-895

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 1 to the Agreement between Jefferson County, Alabama and B&L Associates, Inc. to provide maintenance/support for the mainframe backup system/Virtual Tape System hardware and software for FY2014-2015 in the amount of \$24,606.40.

CONTRACT NO.: 00005690

Contract Amendment No. I

This Amendment to Contract entered into the 1st day of October 2014, between Jefferson County, Alabama, hereinafter referred to as "the County, and B&L Associates, Inc., hereinafter referred to as the "Contractor" to provide Maintenance Support for BL/Charge Resource Billing System, BL/LIB Tape Library Management System, BL/LIB Robotic Interface, Virtual Tape System Software, Virtual Tape System Hardware, and Software License Extension for BL/LIB Robotic Interface.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract;

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

This contract amendment results from Jefferson County's Contract No. 00005690. The original contract between the parties referenced above, was approved by the Commission on November 26, 2013, MB 166, Page 535 - 536.

AMEND TERMS OF AGREEMENT AS FOLLOWS:

AUTHORIZATION TO PERFORM WORK: 10/01/2014 to 09/30/2015

INCORPORATE JEFFERSON COUNTY COMMISSION NON-DISCRIMINATION POLICY:

Non-Discrimination

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.

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

JEFFERSON COUNTY COMMISSION

B&L ASSOCIATES

W. D. Carrington, President

Leonard J. DiCarlo CFO

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

Oct-9-2014-896

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a License Agreement & Implementation Services Proposal/Agreement between Jefferson County, Alabama and High Ground Solutions to provide license and implementation for the RapidCast -Rapid Alert & Notification System for FY2014-2015 in the amount of \$4,400.

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Telmate, LLC to provide video visitation and inmate phones for the jail for a period of three years.
Contract No. 00006303
RFP 182-12R

INMATE TELECOMMUNICATION LOCATION AGREEMENT

This Inmate Telecommunication Location Agreement ("Agreement") is made as of the Effective Date (defined below), by and between Jefferson County Commission for the benefit and use of the Jefferson County Jails and Jefferson County Sheriff's Department whose principal address is 716 Richard Arrington Jr. Blvd N Birmingham, AL 35203 ("Customer") and Telmate, LLC whose principal address is 655 Montgomery St, 18th Floor, San Francisco, CA 94111 ("Telmate").

WHEREAS, Telmate is engaged in the business of operating, vending, and maintaining coin operated and non-coin operated inmate electronic communications equipment and systems ("Equipment") and,

WHEREAS, Customer desires to utilize the service, expertise, and Equipment of Telmate,

NOW, THEREFORE, in consideration of the mutual promises and covenants set out herein, Telmate and Customer hereby agree as follows:

1. Agreement. Customer grants to Telmate the exclusive right and to install, implement, maintain, and derive revenue from the use of Equipment located at an incarceration facility commonly known as Jefferson County Detention Center, whose physical address is 809 Richard Arrington Jr. Blvd. N, Birmingham, AL 35203, an incarceration facility commonly known as Jefferson County Jail Division, whose physical address is 1822 2nd Ave. N, Bessemer, AL 35020, and an incarceration facility commonly known as Jefferson Youth Detention Center, whose physical address is 140 2nd Ct. N, Birmingham, AL 35204 (each a "Facility" and collectively "Facilities"). Customer appoints Telmate as its exclusive inmate communications agent, charged and authorized with making changes, implementing and updating features, and otherwise establishing such functionality and taking such steps which Telmate considers, in its sole discretion, in best interest and designed to keep Facility using the best features with a state-of-the-art, leading system.
2. Term. This Agreement shall commence on the date of last signature by a party below (the "Effective Date") and shall terminate three (3) years from that date.
3. Commissions. In consideration for the right to install, maintain, and operate the Equipment within the Facility, Telmate agrees to pay Customer a monthly commission of sixty four percent (64%) of the Gross Revenue generated as a result of collect phone calls and a monthly commission of sixty four percent (64%) of the Gross Revenue generated as a result of pre-paid phone calls made through use of Telmate's Equipment. Telmate shall pay such commissions on all applicable calls including Local, Intralata, Interlata, Interstate, and International calls. Commissions will be based on Revenues from all completed calls. Provided the Customer and third party obligations set forth in Schedule B are maintained, Telmate further agrees to pay Customer a monthly commission of thirty five percent (35%) of the Gross Revenue generated after service, maintenance, connections and equipment expenses, resulting from remote video visitation provided to the Facility and its residents through use of the Telmate Inmate Kiosk. Gross Revenue excludes Taxes, Government Imposed Fees or Charges, and any applicable Billing or Security Telmate further agrees to pay Customer a monthly commission of thirty five percent (35%) of the Gross Revenue generated after service, maintenance, connections and equipment expenses, resulting from remote video visitation provided to the Facility and its residents through use of the Telmate Inmate Kiosk. Gross Revenue excludes Taxes, Government Imposed Fees or Charges, and any applicable Billing or Security Fees. Such commissions shall be paid by Telmate to Customer by check on a monthly basis. Such payment shall be made no later than 45 days following the month in which the revenues were generated from Telmate's Equipment. Said commissions checks will be made payable to Customer and mailed to Customer's address set forth above. All such commission payments shall be final and binding unless written objection thereto is received by Telmate from Customer within thirty (30) days of payment by Telmate to Customer.
4. Amount and Location of Equipment. The exact amount, type and location(s) of the Equipment at Customer's Facility shall be as per the mutual written agreement of the parties hereto. Schedule A shows an inventory of potential Equipment for Facility.
5. Rates. The parties to this Agreement shall mutually agree on the initial rates charged for any and all collect calls and any and all prepaid calls made with the use of the Equipment. The rates shall be set out in the Schedule A attached to this Agreement incorporated herein by reference.
6. Exclusivity. During the Term of this Agreement, Customer grants to Telmate the exclusive right to provide visitation services and the exclusive right to install, maintain, and operate communication Equipment governing all inmate calls and electronic communications, including but not limited to local, long distance and international, including but not limited to collect calls, debit calls, within any facility owned or operated by Customer. During the Term of this Agreement the Customer shall not permit a third party access to Telmate's Equipment.

7. Maintenance of Equipment. Provided the Customer and third party obligations set forth in Schedule B are maintained, during the Term of this Agreement, Telmate will repair and maintain its Equipment in good operating condition and shall exclusively maintain its Equipment in such condition by furnishing all necessary parts and labor reasonably necessary for the successful operation of the equipment. Telmate has the exclusive access to open, adjust, remove, disconnect, repair, replace, or alter the Equipment. Customer shall permit employees or contractors of Telmate reasonable access in order to provide such service, repair, and maintenance on Equipment. Telmate's Equipment shall remain the property solely of Telmate. Upon termination of this Agreement, Telmate shall have the right to enter upon the premises to remove the Equipment. Customer shall notify Telmate of any misuse, destruction, damage, or vandalism to the Equipment as soon as practicable. Customer shall exercise reasonable care to prevent damage or destruction of Telmate's Equipment.
8. Prepaid Sales to Inmates. Telmate will provide inmate phone prepaid sales through both Telmate's inmate phones and inmate touchscreen kiosks (video stations). In order to provide this feature, Telmate must have a real-time inmate prepaid sales integration, which requires (a) a real-time integration with the inmate accounting vendor / commissary vendor at no charge; and (b) the accounting vendor processing real-time inmate prepaid sales at no charge to Telmate and without additional charges to inmates. Telmate will provide a detailed 'Inmate Prepaid Sales Report' via email for each calendar month on a monthly basis. Telmate will deduct the monthly inmate prepaid sales from the monthly commission check. Telmate reserves the right to invoice weekly should the sales volume be high.
9. Surveillance. Telmate and Customer, including the Jefferson County Sheriff, realize and agree that the Equipment may allow Customer to monitor, eavesdrop, and/or otherwise record inmate's use of the Equipment. Customer understands and agrees that Telmate has made no warranties, express or implied, as to the legality of such monitoring and/or eavesdropping. The Jefferson County Sheriff agrees that Telmate has no control over the use by the Sheriff of any monitored or recorded conversations of inmates.
10. Trust Fund Deposits and Reporting. Telmate will provide real-time inmate accounting via the Telmate Inmate Station as described in Schedule C. Standard fees apply when this solution is provided to the Facility as set forth in Schedule B. Telmate will send an ACH transfer to Facility for Trust and other services' deposits twice each month. Payments will be made within five (5) business days after the reporting period. Reporting periods are from the 1 st to 15th of each month, and the 16th to the end of each month. Telmate will provide an electronic report of Trust and other services' deposits monthly with transfer.
11. Default and/or Termination of Agreement. This Agreement may be terminated for convenience by Customer with thirty (30) days written notice to Telmate conditioned upon Customer allowing Telmate to participate in all rebid and/or bids of the same services provided by Telmate under this Agreement. Upon material breach of the Agreement, the non-breaching party shall notify the breaching party within thirty (30) days of the material breach and allow the breaching party sixty (60) days to cure the material breach. Such termination shall not relieve the breaching party of any liability to the non-breaching party for damages sustained by virtue of a breach.
12. Liability Indemnification. Telmate and Customer shall each be responsible for any and all liability resulting from the acts and/or omissions of their respective employees, officers, directors, agents and contractors. Neither party shall be liable for any liability resulting from the acts and/or omissions of the other party's employees, officers, directors, agents and contractors
13. Confidentiality. Customer acknowledges that in the course of discussions leading up to this Agreement, and in performing the work and installing the Equipment pursuant to this Agreement, Telmate may make information available to Customer or Customer may otherwise learn of trade secret or confidential information of Telmate (collectively, "Confidential Information"). Confidential Information includes all Telmate or its vendors' information not generally known or used by others and which gives, or may give, Customer or a third party an advantage over its competitors or which could cause Telmate or its vendors injury, embarrassment, or loss of reputation or goodwill if disclosed. Such information may include, but is not necessarily limited to, information written, oral, recorded, or on tapes, disks or other electronic media. Because of the sensitive nature of the information that Customer and its personnel may become aware of as a result of this Agreement, the intent of the parties is that these provisions be interpreted to protect Telmate's Confidential Information. Confidential Information does not include any information which: (i) is or becomes part of the public domain through no act or omission of the Customer; (ii) is lawfully disclosed to the Customer by Telmate without restriction on disclosure; (iii) is approved for release by Telmate in writing; (iv) is required to be disclosed by law. The Parties may disclose the terms and conditions of this Agreement to the extent required upon order of a court, governmental and/or administrative agency; to the extent the Parties otherwise agree in writing; or as otherwise required by law Customer specifically acknowledges and agrees that the Equipment and proprietary Software platform furnished by Telmate is Confidential Information, is owned by Telmate, is considered a proprietary trade secret and is a matter of strict confidentiality. Customer also acknowledges that the unauthorized use or disclosure of any Confidential Information, including but not limited to the Equipment and proprietary Software platform, will cause irreparable harm to Telmate. Accordingly, Customer agrees that Telmate shall be entitled to equitable relief, including injunction and specific performance, in addition to all other remedies available at law or in equity for any threatened or actual breach of this Agreement.
14. Permits And Licenses. Telmate shall observe and comply with all federal, state, city and county laws, rules, and regulations affecting services under any resulting Agreement from this solicitation. Telmate shall procure and keep in full force and effect during the term of any

ensuing Agreement, all permits and licenses necessary to accomplish the work contemplated from this solicitation for the State of Alabama and as required by law.

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

a. Insurance Minimum Coverage: Telmate shall file the following insurance coverage and limits of liability with the County's Human Resource Department and Purchasing Department before beginning work with the Customer.

b. General Liability:

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

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

iii. \$1,000,000 - Personal injury aggregate

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

v. Automobile Liability:

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

2. Any automobile including hired and non-owned vehicles

vi. Workers Compensation and Employers Liability:

1. \$100,000 -Limit each occurrence

vii. Umbrella Coverage:

1. \$1,000,000 - Each occurrence

2. \$1,000,000 -Aggregate

viii. Added Additional Insured By Endorsement:

1. Jefferson County, Alabama

2. 30 day(s) written cancellation notice

16. Non-Discrimination Policy: Telmate will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status. Telmate 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.

17. Authority. Customer and Telmate warrant and represent to each other they have the authority to enter into this binding Agreement and to bind themselves to such Agreement.

18. No Implied Waivers. The failure of either Telmate or Customer at any time to require performance by the other of any provision of this Agreement shall not affect in any way the full right to require such performance at any time thereafter. Nor shall the waiver by either Telmate or Customer of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself.

19. Assignment. Customer may not sell, lease, assign, or otherwise transfer any of the rights or obligations hereunder to a third party without the prior written agreement of Telmate. Telmate may sell, lease, assign, or otherwise transfer any of its rights or obligations hereunder to any third party on thirty (30) days written notice to Customer.

20. Notices and Invoices. All notices provided for in this Agreement shall be in writing and shall be sent Certified Mail, Return Receipt Requested, or by other reputable overnight carrier, to the parties at the addresses set out above or any other address as specified by a party by prior written notice to the other party. Said notice shall be deemed received upon receipt thereof by addressee.

Telmate LLC

6500 Montgomery St.

18th Floor

San Francisco, CA 94107

Attn: General Counsel

Jefferson County Commission

Information & Technology Department

Suite A700

716 Richard Arrington Jr. Blvd N.

Birmingham, Alabama 35203

Attention: Denise Trimmier- Communications Coordinator

21. County Funds Paid. Telmate and Telmate's representatives signed below certify by the execution of this Agreement that no part of the funds paid by the Customer 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 Customer 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.

22. Statement of Compliance with Alabama Code Section 31-13-9. By executing this Agreement, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom

23. Entire Agreement. This Agreement sets forth the entire understanding of Telmate and Customer and supersedes all prior agreements, arrangements, and communications, whether oral or written with respect to the subject matter herein. This Agreement may be modified or amended only in writing signed by both Parties.

24. Miscellaneous. 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. No waiver by either party of any event of default under this Agreement shall operate as a waiver of any subsequent default under the terms of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, the validity or enforceability of other provisions shall remain unaffected. This Agreement shall be binding upon and inure to the benefit of Customer, and Telmate, and Telmate's successors and assigns. This Agreement cannot be modified other than by written instruments signed by Customer and Telmate.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

CUSTOMER

TELMATE

W. D. Carrington, President - Jefferson County Commission

Kevin O'Neil, President

ACKNOWLEDGED JEFFERSON COUNTY SHERIFF:

Mike Hale, Sheriff

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

Oct-9-2014-898

BE IT RESOLVED by the Jefferson County Commission that the Commission, District 1 annual salary for the position of Appointed Confidential Secretary County Commission (classification #094601) be set at \$70,000.00 effective October 9, 2014; and that the Commission District 1 annual salary for the position of Appointed Administrative Assistant County Commission (classification #094628) be set at \$74,000.00 effective October 9, 2014.

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

Oct-9-2014-899

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 1 to the Agreement between Jefferson County, Alabama d/b/a Cooper Green Mercy Health Services and Stella Seagle, RHIT, CTR to provide cancer registry services for FY2014-2015 in the amount of \$10,000.

Contract ID: CON-00003468

AMENDMENT TO CONTRACT

This is Amendment II to amend the Contract by and between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services "the County" and Stella Seagle, RHIT, CTR hereinafter referred to as "the Contractor for Cancer Registry Services," as follows:

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract.

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

The Amendment between the parties which was approved by the Jefferson County Commission on May 8, 2014, and recorded in Minute Book 165; Page(s) 238-239, is hereby amended as follows:

- Amend the completed date of this contract from October 1, 2014 through September 30, 2015.
- All other terms and conditions of the original contract remain the same.

JEFFERSON COUNTY, ALABAMA

W. D. CARRINGTON, President

CONTRACTOR

Stella Seagle, RHIT, CTR

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

Oct-9-2014-900

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 Mirth to provide a clinical health information system and financial/revenue cycle enterprise which helps to interface the electronic medical records systems and medical billing systems for the period February 28, 2014 - March 1, 2015 in the amount of \$21,200.

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

Oct-9-2014-901

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Carl Zeiss Meditec, Inc. to provide preventive maintenance, on-site parts & labor cover and technical phone support for visual field machine for the period September 1, 2014- August 31, 2015 in the amount of \$1,308.

CONTRACT NO. CON 000005003

Zeiss HFA 7501 ESSENTIAL SERVICE PLAN

THIS AGREEMENT entered into this 8/28/2014, by and between Jefferson County Alabama hereinafter called "the County", and Carl Zeiss Meditec, hereinafter called the " Contractor", located at 5160 Hacienda Drive, Dublin, CA 94568. The effective date of this agreement shall be 9/1/2014.

WHEREAS, the County desires to contract for HFA Essential 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:
 - 1 Preventive Maintenance, On-site Parts & Labor Coverage, Technical Phone Support, No deductible fee. See Terms and Conditions for more details
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 8/31/2015.
4. COMPENSATION: County agrees to pay Contractor the amount of \$1,308.00.
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

W.D. CARRINGTON, PRESIDENT

Vendor

_____, Authorized Signature

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

Oct-9-2014-902

**A RESOLUTION TO SUPPORT THE CITY OF TARRANT, ALABAMA, AND
ITS RESOLUTION IN OPPOSITION TO THE JULY 1, 2014**

PETITION OF G.A.S.P. TO THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

TO INVESTIGATE AND DECLARE RESIDENTIAL AREAS IN THE CITY OF TARRANT TO BE A SUPERFUND SITE

BE IT RESOLVED AND ORDERED by the County Commission ("Commission") of Jefferson County (the "County") in the State of Alabama as follows:

WHEREAS, the Commission is aware of the petition, dated July 1, 2014 (the "Petition"), submitted by the organization known as G.A.S.P. to the U.S. Environmental Protection Agency ("EPA"); and

WHEREAS, the Commission understands that the Petition seeks certain actions by EPA to declare certain residential areas within the City of Tarrant, Alabama, to be a Superfund site under the federal Comprehensive Environmental Response, Compensation, and Liability Act; and

WHEREAS, the Commission further understands that the City Council of Tarrant has found the allegations in the Petition to be unfounded and that the actions requested of EPA in the Petition would subject the City, its residents, and its businesses to substantial economic hardships, including decreased property values, closing of businesses, significant job loss, diversion of City revenues and expenditure of funds, and generally depressed economic development; and

WHEREAS, the County Department of Health, EPA, and the U.S. Department of Health and Human Services, Agency for Toxic Substances and Disease Registry, have each conducted recent studies related to health risks in the North Birmingham area, each concluding that no unacceptable risks or health impacts are present, and

WHEREAS, the County Department of Health specifically concluded in its August 6, 2014 report that populations in the Collegeville, Fairmont, and Harriman Park areas of North Birmingham have the same or lower statistical chances of death due to cancer or pulmonary disease than do populations across the rest of the County; and

WHEREAS, the Commission has been advised that the allegations in the Petition are unfounded and agrees that the actions requested of EPA in the Petition would cause substantial economic hardships to the City of Tarrant, its residents, and its businesses; and

WHEREAS, the Commission finds that such negative economic impact to the City of Tarrant would also negatively impact the economic well-being of the County; and

WHEREAS, the Commission further finds that the Petition and the actions of EPA requested therein would also directly subject the County, its residents, and its businesses to these same economic hardships; and

WHEREAS, the City of Tarrant has requested assistance from state and local leaders and representatives in opposing the G.A.S.P. Petition, including the Honorable Governor of the State of Alabama Robert Bentley, the Alabama Department of Environmental Management, the Honorable United States Senators Richard Shelby and Jeff Sessions, the Honorable United States Representative Spencer Bachus of the 6th District of Alabama, and the Honorable United States Representative Terri Sewell of the 7th District of Alabama; and

WHEREAS, the City of Tarrant has further called upon the City of Birmingham, and the Honorable Mayor William A. Bell, to oppose the G.A.S.P. Petition in order to promote a prosperous economic future for the Greater Birmingham Area; and

WHEREAS, the Commission agrees with the City of Tarrant that assistance from these federal, state and local leaders is warranted and necessary to prevent the substantial economic hardships to the City of Tarrant, the Greater Birmingham Area, and Jefferson County that would result from the actions requested of EPA in the Petition; and

WHEREAS, the Jefferson County Commission hereby agrees that the actions of EPA requested therein present an unacceptable risk of negative economic impacts to the County, its residents, its local businesses, and the municipalities within and adjacent to County borders; and

WHEREAS, that because of the negative economic impacts that would result from the Petition, if granted, the Commission hereby supports and joins with the City of Tarrant in its opposition to the G.A.S.P. Petition and the actions of EPA requested therein, and asks EPA to deny said petition.

BE IT FURTHER RESOLVED that the Commission hereby requests the support of the heretofore mentioned leaders and representatives of the State of Alabama and the City of Birmingham in opposing the G.A.S.P. Petition.

NOW, THEREFORE, the Jefferson County Commission hereby adopts and approves this resolution, on the 9th day of October, 2014.

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

Oct-9-2014-903

WHEREAS, Act 705 , October 2,1986 of the Alabama State Legislature determines the personnel of the Jefferson County Planning and Zoning Commission; and

WHEREAS, the Act establishes three designated positions on the Commission, which are: 1) An employee of the county designated by the County Commission; 2) The County Engineer; and, 3) An employee of the Board of Health appointed by said Board; and

WHEREAS, the Commission wishes to appoint an appropriate employee for the County's designated county employee position.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, that the County employee appointed to be a designated member of the Jefferson County Planning and Zoning Commission shall be the person holding or acting in the position of Deputy County Manager for Infrastructure.

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

Oct-9-2014-904

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission does hereby ratify the action taken by

the signature of three Commissioners, Jimmie Stephens, George Bowman and Joe Knight, to loan eighty (80) tables and one hundred sixty (160) chairs to the Emergency Management Agency for Community Awareness Day to be held on October 9, 2014.

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

Oct-9-2014-905

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of James (Jim) Coker to serve as Director of EMA, to be the Point of Contact (POC) for the Alabama Department of Homeland Security and to be correspondent with Jefferson County, be and hereby is approved.

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

Oct-9-2014-906

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

WHEREAS, said month-to-month contract requires the parties to give thirty (30) days notice prior to termination of said contract.

NOW THEREFORE BE IT RESOLVED THAT THE JEFFERSON COUNTY COMMISSION hereby approves the extension of the aforementioned contract for an additional thirty (30) days.

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

Oct-9-2014-907

BE IT RESOLVED by the Jefferson County Commission that the Commission, District 2 annual salary for the position of Appointed Administrative Secretary - County Commission (classification #094602) be increased from \$55,661 to \$60,661 effective October-4, 2014.

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

Oct-9-2014-908

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, W. D. Carrington, be hereby authorized, empowered and directed to execute this modification to the agreement between Jefferson County, Alabama and Syms Contractors, Inc., for the Fairfield Library Improvements (CD11-03-M1-FAI). The purpose of this Change Order #1 is to increase the days for construction an additional 210 days. Also to modify the scope to include additional electrical work required by Fairfield building inspector. The additional work shall include the follow: provide a building ground, remove existing 1st floor panel and abandoned panel behind and replace with a larger panel to accommodate the additional loads, (this is in lieu of adding 60 amp sub-panel) delete the (3) recessed cans and associated switching and wiring in the entry vestibule, in lieu of the hard wired exit lights in the Entry Vestibule, furnish and install UL 924 approved photoluminescent exit signs, add (1) emergency light on the wall near the Entry Vestibule, Children's Area- in lieu of (12) new 1X4 fluorescent fixtures, furnish and install (12) new 2X2 fluorescent fixture to match fixtures on the other side of the library, near toilets, furnish and install (1) new 2X2 fluorescent light fixture in the new bathroom, repair ceiling grid systems in Children's Area associated with the installation of new light fixtures. The cost associated with the modification in scope shall be \$15,620.00. The new Contract amount shall be \$157,805.00. The new completion date shall be April 26, 2015. All other conditions and terms shall remain the same. This project is from the 2011 program year.

AMENDMENT TO CONTRACT #1

This is an Amendment to the Contract by and Between Jefferson County, Alabama through the Department of Community & Economic Development, hereinafter called "the County", and Syms Contractors, Inc. hereinafter called "the Contractor" for grant allocation PY11/FY14. The effective date of this agreement shall be June 11, 2014

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract.

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

The contract between the parties which was approved by the Jefferson County Commission on June 11, 2014, in Minute Book 166, Page 348, is hereby amended as follows:

The purpose of this Modification is to modify the scope to include additional electrical work required by Fairfield building inspector and increase the days for construction an additional 210 days. Additional electrical work within the existing infrastructure of the building. This work is being required by the Fairfield Building Inspector. Work includes:

1. Provide a building ground.
2. Remove existing 1st floor panel and abandoned panel behind and replace with larger panel to accommodate the additional loads. This is lieu of adding a 60 amp sub-panel.
3. Delete the (3) recessed cans and associated switching and wiring in the Entry Vestibule.
4. In lieu of the hard wired exit lights in the Entry Vestibule, furnish and install UL 924 approved photoluminescent exit signs.
5. Add (1) emergency light on the wall near the Entry Vestibule.
6. Children's Area- In lieu of (12) new 1x4 fluorescent fixtures, furnish and install (12) new 2x2 fluorescent fixtures to match fixtures on other side of library, near toilets.
7. Furnish and install (1) new 2x2 fluorescent Light fixture in the new bathroom. There were not enough existing light fixtures in good condition to re-use, as originally thought.
8. Repair ceiling grid systems in Children's Area associated with the installation of the New light fixtures.

The total cost of modification shall be \$15,620.00 and the new contract amount shall be \$157,805.00, for the Fairfield Library Improvements Project (CD11-03-MI-FAI). All other conditions and terms shall remain the same.

JEFFERSON COUNTY, AL

W. D. Carrington, President

Jefferson County Commission

CONTRACTOR

_____, President

Change Order

Jefferson County, Alabama

Office of Community and Economic Development

Project Name: Fairfield Library Improvements

Project No.: CD11-03-MI-FAI

Order No.: 1

Date:

The following changes is (are) hereby made to the contract by and between Jefferson County, Alabama and Syms Contractors, Inc. dated March 26, 2014.

Bid Item	Description of Changes	Change in Contract Amount
Construction	Additional electrical work within the existing infrastructure of the building.	\$15,620.00

This work is being required by the Fairfield Building Inspector. Work includes:

1. Provide a building ground.
2. Remove existing 1st floor panel and abandoned panel behind and replace with larger panel to accommodate the additional loads. This is lieu of adding a 60 amp sub-panel.
3. Delete the (3) recessed cans and associated switching and wiring in the Entry Vestibule.
4. In lieu of the hard wired exit lights in the Entry Vestibule, furnish and install UL 924 approved photoluminescent exit signs.
5. Add (1) emergency light on the wall near the Entry Vestibule.
6. Children's Area- In lieu of (12) new 1x4 fluorescent fixtures, furnish and install (12) new 2x2 fluorescent fixtures to match fixtures on other side of library, near toilets.
7. Furnish and install (1) new 2x2 fluorescent Light fixture in the new bathroom. There were not enough existing light fixtures in good

condition to re-use, as originally thought.

8. Repair ceiling grid systems in Children's Area associated with the installation of the New light fixtures.

Net Change per this Order	\$15,620.00
Prior Contract Amount	\$142,185.00
Revised Contract Amount	\$157,805.00
Net Change in Time per this Order	210 days
Prior Construction Duration	90 days
Revised Construction Duration	300 days

The new completion date s all be April 26, 2015. All work performed under this change shall be in accordance with contract requirements except as modified by this order.

Accepted by

_____, Contractor

Recommended by

_____, Architect

Approved by

W. D. Carrington, President, Jefferson County Commission

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

Oct-9-2014-909

BE IT RESOLVED by the Jefferson County Commission that the Commission President is authorized to execute Amendment #1 to the Department of Justice Agreement with the University of Alabama at Birmingham (UAB) for drug court services. The purpose of the amendment is to extend the contract an additional 90 days to December 29, 2014. All other parts of the agreement remain unchanged.

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and Between Jefferson County, Alabama through the Department of Community & Economic Development, hereinafter called "the County", and The Board of Trustees of The University of Alabama, for The University of Alabama at Birmingham, hereinafter called "the Contractor" for grant allocation PY12. The effective date of this agreement shall be September 30, 2014.

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract.

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

The contract between the parties which was approved by the Jefferson County Commission on January 17, 2013 in Minute Book 164, Page 301-304, is hereby amended as followed:

The purpose of this Modification is to extend the contract period for the Adult Drug Court Program for an additional 90 days. The original contract completion date was September 30, 2014, and new completion date shall be December 29, 2014. There is no additional expense associated with this extension.

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

JEFFERSON COUNTY, AL

W. D. Carrington, President

Jefferson County Commission

The Board of Trustees of the University of Alabama, for the University of Alabama at Birmingham

Lynn W. Stedman, Director

Office of Sponsored Programs

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

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Wombwell Appraisal Service. The agreement is for the period August 27, 2014 to August 27, 2015 and is in the amount of \$15,000.00.

CONTRACT NO. 00006573

RFQ 51-14

PROFESSIONAL SERVICES CONTRACT

Real Estate Appraisal Services

THIS AGREEMENT entered into this 26th day of August, by and between Jefferson County, Alabama, hereinafter called "the County", and Wombwell Appraisal Service, 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 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. 51-14 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 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 perform an onsite inspection 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.

On-Site Inspection and Completed appraisal 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)
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. \$1,590.00 for each Fee Simple Narrative Appraisal Package (to include two hard copies, and electronic copy on one compact disc or USB Flash Drive.
 2. \$100.00 for Court Testimony including actual preparation time, disposition, and/or testimony time.
4. 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 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

Wombwell Appraisal Service

JEFFERSON COUNTY, ALABAMA:

W. D. Carrington, President

Jefferson County Commission

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

Oct-9-2014-911

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President, be and hereby is authorized, empowered and directed to execute this Cooperation Agreement between Jefferson County, Alabama and the City of Pleasant Grove for the Pleasant Grove Storm Shelter (B-13-US-01-0001-PSS). There is \$600,000 in federal CDBG-DR funds allocated to this project. This project is from the 2013 program year.

AGREEMENT BETWEEN
JEFFERSON COUNTY, ALABAMA
AND
CITY OF PLEASANT GROVE, ALABAMA
PART I: PROJECT CONTRACT AGREEMENT

This Agreement is entered into this ____ day of ____, by and between Jefferson County, Alabama, which will be represented by its Office of Community & Economic Development, hereinafter called the COUNTY, and the City of Pleasant Grove, Alabama, hereinafter called the COMMUNITY.

WHEREAS, the COUNTY and the CITY desire to enter into an Agreement that provides for the construction of a dual purpose storm shelter located at 464 7f Avenue Pleasant Grove, AL 35127 as associated with the Pleasant Grove Storm Shelter Project through the use Federal Community Development Block Grant Disaster Recovery Funds, and hereby agree as follows:

WITNESSETH:

FIRST: The COUNTY agrees to have constructed based upon the lowest and best responsive bid, certain construction as detailed in the design plans and construction documents as developed by the architectural firm to be hired by the CITY.

SECOND: It is agreed that the COUNTY shall conduct a fair and competitive bidding program in accordance with the 41-16-50, 1975 Code of Alabama, and shall select a competent Contractor to construct the facility specified at Paragraph FIRST. The COUNTY further agrees to incur all costs related to advertisement of competitive bids. The COUNTY reserves the right to accept or reject any and all bids, or to modify

the scope of work.

THIRD: It is agreed that any project activities undertaken under the provisions of this Agreement may be suspended or terminated by the COUNTY if the CITY refuses to accept any additional conditions that may be imposed by HUD at any time, or if the grant to the COUNTY under Title I of the Housing and Community Development Act of 1974 is suspended or terminated. It is also agreed that if the CITY shall fail to fulfill its obligations under this Contract in a timely and proper manner, or if the CITY shall violate any of the covenants, agreements, or stipulations of this Contract; the COUNTY shall thereupon have the right to terminate this Contract by giving written notice to the CITY of such termination and specifying the effective date of such termination.

FOURTH: The COUNTY'S agreement to construct certain plans set out in the scope of work referenced herein shall terminate upon completion and final acceptance of the work performed by the Architectural firm and Contractor. All other obligations contained in this Agreement shall not expire until five (5) years after the approved date that Jefferson County ceases to function as an entitlement under the U.S. Department of Housing and Urban Development. The CITY shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment, or novation), without the prior written consent of the COUNTY thereto for the duration of this Agreement.

FIFTH: The CITY shall certify in writing to the COUNTY, final acceptance of the job. The ownership of the construction under this Agreement shall at all times be with the CITY its successors and assigns; furthermore, all maintenance of said facility shall also be with the CITY its successors and assigns. The CITY agrees to maintain the facility constructed at a level equal to that of other areas of the CITY and use the facility as a dual purpose facility until the expiration of this contract as stated in paragraph FOURTH. Failure to utilize the facility as a dual purpose storm shelter will be an automatic breach of this agreement and the CITY shall reimburse the COUNTY for all construction costs. This stipulation is to expire upon the termination of this contract as stated in paragraph FOURTH.

SIXTH: The CITY gives assurance that no person shall be excluded from participation in or denied the benefits of this project, on the ground of race, color, religion, sex, national origin, age, disability or veteran status.

SEVENTH: The CITY will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status pursuant to the provisions of Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 1981, 1983, 1986 and all amendments thereto relative to discriminatory employment practices. 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.

EIGHTH: The CITY agrees to indemnify, hold harmless, and defend the COUNTY, from and against any and all liability from loss, damage or expenses which the COUNTY, may suffer or for which the COUNTY may be held liable by reason of injury, including death, to any person or damage to any property arising out of or in any manner connected with the operations to be performed by the CITY under this Agreement. Provided, however, this Paragraph EIGHTH shall not be interpreted to require the CITY to indemnify, hold harmless, and defend the COUNTY from any such injury, damage, or death caused by any negligence or breach of contract of or by the COUNTY.

NINTH: If the Agreement is terminated by the COUNTY as provided herein, the CITY shall have no claim of payment or claim of benefit for any project activities undertaken under this Agreement, which according to the original plans and specifications has been dropped or suspended.

TENTH: The CITY agrees that any and all questions, comments, or other communication, concerning the contractor, whether written or oral, related to the progress of work, the quality of work, the scope of work, or other aspects of the construction or design phases, will be directed to the COUNTY specifically the Office of Community & Economic Development.

ELEVENTH: The CITY agrees to abide by OMB Circular A-110 including, but not limited to any nominal fees received by the CITY for use of the facility (property) are considered program income and may be retained for maintenance and repairs of the facility (property). The CITY shall maintain documentation to support income received as well as expenses incurred for use of the facility. However, any significant income that exceeds expenses will be returned to the COUNTY.

TWELFTH: The CITY agrees that if there is a change in use of the facility property, the CITY may retain the property if the COUNTY is reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures on non-CDBG funds for acquisition of, and construction of, the property.

THIRTEENTH: Insurance Property Insurance

The CITY must ensure property insurance is carried throughout the term of the Project as specified in paragraph FOURTH and all renovations for the full replacement value.

The CITY's insurance policy must be endorsed to include the COUNTY as a loss payee.

The CITY insurance policy cannot be cancelled without (30) days prior written notice given to the COUNTY.

The CITY is responsible for all policy premiums and deductibles.

The CITY shall furnish the COUNTY with a certificate of insurance as required by this Agreement. A person authorized by the insurer to bind coverage on its behalf must sign the certificate.

Liability Insurance

The CITY shall provide proof of general liability insurance in an amount acceptable to the COUNTY throughout the term of the Project as specified in Paragraph FOURTH. The COUNTY must be listed as an additional insured.

FOURTEENTH: Part II of this Agreement is attached hereto and incorporated by reference into this agreement.(on file in the Office of Community Development)

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly-authorized officials, this agreement on the date written above.

JEFFERSON COUNTY, ALABAMA

W.D. Carrington, President

Jefferson County Commission

CITY OF PLEASANT GROVE, ALABAMA

_____, Mayor

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

Oct-9-2014-912

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President, be and hereby is authorized, empowered and directed to execute this Cooperation Agreement between Jefferson County, Alabama and the City of Pleasant Grove for the Pleasant Grove Debris Removal II (CDBG-DR13-04-M3-PGD2). There is \$100,000 in federal CDBG-DR funds allocated to this project. This project is from the 2013 program year.

AGREEMENT BETWEEN
JEFFERSON COUNTY, ALABAMA
AND
CITY OF PLEASANT GROVE, ALABAMA
PART I: PROJECT CONTRACT AGREEMENT

This Agreement is entered into this ___ day of ___, by and between Jefferson County, Alabama, which will be represented by its Office of Community & Economic Development, hereinafter called the COUNTY, and the City of Pleasant Grove, Alabama, hereinafter called the CITY for grant allocation CDBG-DR-13-04-M3-PGD2.

WHEREAS, the COUNTY and the CITY desire to enter into an Agreement that provides for debris removal relating to the April 2011 tornado disaster through the use of Federal Community Development Block Grant Disaster Recovery Funds, and hereby agree as follows:

WITNESSETH:

FIRST: The COUNTY agrees to only use the CDBG Recovery funds to conduct debris removal in areas impacted by the April 27, 2011 tornado and the COUNTY agrees to have debris removal removed based upon the lowest and best responsive bid, certain removal as detailed in plans specified by Engineer Firm hired by the CITY.

SECOND: It is agreed that the COUNTY shall conduct a fair and competitive bidding program in accordance with the 41-16-50, 1975 Code of Alabama, and shall select a competent Contractor to remove the debris specified at Paragraph FIRST. The COUNTY further agrees to incur all costs related to advertisement of competitive bids. The COUNTY reserves the right to accept or reject any and all bids, or to modify the scope of work.

THIRD: It is agreed that any project activities undertaken under the provisions of this Agreement may be suspended or terminated by the COUNTY if the CITY refuses to accept any additional conditions that may be imposed by HUD at any time, or if the grant to the COUNTY under Title I of the Housing and Community Development Act of 1974 is suspended or terminated. It is also agreed that if the CITY shall fail to fulfill its obligations under this Contract in a timely and proper manner, or if the CITY shall violate any of the covenants, agreements, or stipulations of this Contract; the COUNTY shall thereupon have the right to terminate this Contract by giving written notice to the CITY of such termination and specifying the effective date of such termination.

FOURTH: The COUNTY'S agreement to construct certain plans set out in the scope of work referenced herein shall terminate upon completion and final acceptance of the work performed by the Engineering firm and CITY. All other obligations contained in this Agreement

shall not expire. The CITY shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment, or novation), without the prior written consent of the COUNTY thereto for the duration of this Agreement.

FIFTH: The CITY shall certify in writing to the COUNTY, final acceptance of the job. The ownership of the improvements made under this Agreement shall at all times be with the CITY its successors and assigns; furthermore, all maintenance of said improvements shall also be with the CITY its successors and assigns.

SIXTH: The CITY gives assurance that no person shall be excluded from participation in or denied the benefits of this project, on the ground of race, color, religion, sex, national origin, age, disability or veteran status.

SEVENTH: The CITY will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status pursuant to the provisions of Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 1981, 1983, 1986 and all amendments thereto relative to discriminatory employment practices. 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.

EIGHTH: The CITY agrees to indemnify, hold harmless, and defend the COUNTY, from and against any and all liability from loss, damage or expenses which the COUNTY, may suffer or for which the COUNTY may be held liable by reason of injury, including death, to any person or damage to any property arising out of or in any manner connected with the operations to be performed by the CITY under this Agreement. Provided, however, this Paragraph EIGHTH shall not be interpreted to require the CITY to indemnify, hold harmless, and defend the COUNTY from any such injury, damage, or death caused by any negligence or breach of contract of or by the COUNTY.

NINTH: If the Agreement is terminated by the COUNTY as provided herein, the CITY shall have no claim of payment or claim of benefit for any project activities undertaken under this Agreement, which according to the original plans and specifications has been dropped or suspended.

TENTH: Part 11 of this Agreement is attached hereto and incorporated by reference into this agreement.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly-authorized officials, this agreement on the date written above.

JEFFERSON COUNTY, ALABAMA

W.D. Carrington, President

Jefferson County Commission

CITY OF PLEASANT GROVE, ALABAMA

_____, Mayor

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

Oct-9-2014-913

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President, be and hereby is authorized, empowered and directed to execute this Cooperation Agreement between Jefferson County, Alabama and the McAdory Fire District for the McAdory Storm Shelter (B-13-US-01-0001-McSS). There is \$600,000 in federal CDBG-DR funds allocated to this project. This project is from the 2013 program year.

AGREEMENT BETWEEN
JEFFERSON COUNTY, ALABAMA
AND
MCADORY AREA FIRE DISTRICT
B-13-US-01-00001-McSS

PART I: PROJECT CONTRACT AGREEMENT

This Agreement is entered into this - day of , by and between Jefferson County, Alabama, which will be represented by its Office of Community & Economic Development, hereinafter called the COUNTY, and the McAdory Area Fire District, hereinafter called the COMMUNITY.

WHEREAS, the COUNTY and the COMMUNITY desire to enter into an Agreement that provides for the construction of a dual purpose storm shelter located at 4400 Harper Road Bessemer, AL 3 5022, as associated with the McCalla Storm Shelter Proj ect through the

use Federal Community Development Block Grant Disaster Recovery Funds, and hereby agree as follows:

WITNESSETH:

FIRST: The COUNTY agrees to have constructed based upon the lowest and best responsive bid, certain construction as detailed in the design plans and construction documents as developed by the architectural firm to be hired by the COUNTY.

SECOND: It is agreed that the COUNTY shall conduct a fair and competitive bidding program in accordance with the 41-16-50,1975 Code of Alabama, and shall select a competent Contractor to construct the facility specified at Paragraph FIRST. The COUNTY further agrees to incur all costs related to advertisement of competitive bids. The COUNTY reserves the right to accept or reject any and all bids, or to modify the scope of work.

THIRD: It is agreed that any project activities undertaken under the provisions of this Agreement may be suspended or terminated by the COUNTY if the COMMUNITY refuses to accept any additional conditions that may be imposed by HUD at any time, or if the grant to the COUNTY under Title I of the Housing and Community Development Act of 1974 is suspended or terminated. It is also agreed that if the COMMUNITY shall fail to fulfill its obligations under this Contract in a timely and proper manner, or if the COMMUNITY shall violate any of the covenants, agreements, or stipulations of this Contract; the COUNTY shall thereupon have the right to terminate this Contract by giving written notice to the COMMUNITY of such termination and specifying the effective date of such termination.

FOURTH: The COUNTY'S agreement to construct certain plans set out in the scope of work referenced herein shall terminate upon completion and final acceptance of the work performed by the Architectural firm and Contractor. All other obligations contained in this Agreement shall not expire. The COMMUNITY shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment, or novation), without the prior written consent of the COUNTY thereto for the duration of this Agreement.

FIFTH: The COMMUNITY shall certify in writing to the COUNTY, final acceptance of the job. The ownership of the construction under this Agreement shall at all times be with the COMMUNITY its successors and assigns; furthermore, all maintenance of said facility shall also be with the COMMUNITY its successors and assigns. The COMMUNITY agrees to maintain the facility constructed at a level equal to that of other areas of the COMMUNITY and use the facility as a dual purpose facility until the expiration of this contract as stated in paragraph FOURTH. Failure to utilize the facility as a dual purpose storm shelter will be an automatic breach of this agreement and the COMMUNITY shall reimburse the COUNTY for all construction costs. This stipulation is to expire upon the termination of this contract as stated in paragraph FOURTH.

SIXTH: The COMMUNITY gives assurance that no person shall be excluded from participation in or denied the benefits of this project, on the ground of race, color, religion, sex, national origin, age, disability or veteran status.

SEVENTH: The COMMUNITY will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status pursuant to the provisions of Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 1981, 1983, 1986 and all amendments thereto relative to discriminatory employment practices. 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.

EIGHTH: The COMMUNITY agrees to indemnify, hold harmless, and defend the COUNTY, from and against any and all liability from loss, damage or expenses which the COUNTY, may suffer or for which the COUNTY may be held liable by reason of injury, including death, to any person or damage to any property arising out of or in any manner connected with the operations to be performed by the COMMUNITY under this Agreement. Provided, however, this Paragraph EIGHTH shall not be interpreted to require the COMMUNITY to indemnify, hold harmless, and defend the COUNTY from any such injury, damage, or death caused by any negligence or breach of contract of or by the COUNTY.

NINTH: If the Agreement is terminated by the COUNTY as provided herein, the COMMUNITY shall have no claim of payment or claim of benefit for any project activities undertaken under this Agreement, which according to the original plans and specifications has been dropped or suspended.

TENTH: The COMMUNITY agrees that any and all questions, comments, or other communication, concerning the contractor, whether written or oral, related to the progress of work, the quality of work, the scope of work, or other aspects of the construction or design phases, will be directed to the COUNTY specifically the Office of Community & Economic Development.

ELEVENTH: The COMMUNITY agrees to abide by OMB Circular A-110 including, but not limited to any nominal fees received by the COMMUNITY for use of the facility (property) are considered program income and may be retained for maintenance and repairs of the facility (property). The COMMUNITY shall maintain documentation to support income received as well as expenses incurred for use of the facility. However, any significant income that exceeds expenses will be returned to the COUNTY.

TWELFTH: The COMMUNITY agrees that if there is a change in use of the facility property, the COMMUNITY may retain the

property if the COUNTY is reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures on non-CDBG funds for acquisition of, and construction of, the property.

THIRTEENTH: Insurance Property Insurance The COMMUNITY must ensure property insurance is carried throughout the term of the Project as specified in paragraph FOURTH and all renovations for the full replacement value.

The COMMUNITY's insurance policy must be endorsed to include the COUNTY as a loss payee. The COMMUNITY insurance policy cannot be cancelled without (30) days prior written notice given to the COUNTY.

The COMMUNITY is responsible for all policy premiums and deductibles.

The COMMUNITY shall furnish the COUNTY with a certificate of insurance as required by this Agreement. A person authorized by the insurer to bind coverage on its behalf must sign the certificate.

Liability Insurance

The COMMUNITY shall provide proof of general liability insurance in an amount acceptable to the COUNTY throughout the term of the Project as specified in Paragraph FOURTH. The COUNTY must be listed as an additional insured.

FOURTEENTH: Part II of this Agreement is attached hereto and incorporated by reference into this agreement.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly-authorized officials, this agreement on the date written above.

JEFFERSON COUNTY, ALABAMA

W.D. Carrington, President

Jefferson County Commission

MCADORY AREA FIRE DISTRICT ATTEST:

Jeff Wyatt, Chief

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

Oct-9-2014-914

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

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

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

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

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President, David Carrington, is authorized to consent and on behalf of the applicant, to accept jurisdiction for the enforcement of all aforesaid responsibilities, and is hereby authorized once the fifteen (15) day comment period has expired to execute and submit to the U.S. Department of Housing and Urban Development (HUD) a "Request for Release of Funds Certification" and documents for Midfield Community Center Renovations (CDBG12-03F-M02-MCC) from the Community Development Block Grant Program.

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

Oct-9-2014-915

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

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

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

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President David Carrington is authorized and hereby directed to execute the Finding of No Significant Impact for the Midfield Community Center Renovations (CDBG12-03F-M02-MCC).

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

Oct-9-2014-916

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

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

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

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

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President David Carrington is authorized to consent and on behalf of the applicant, to accept jurisdiction for the enforcement of all aforesaid responsibilities, and is hereby authorized once the fifteen (15) day comment period has expired to execute and submit to the U.S. Department of Housing and Urban Development (HUD) a "Request for Release of Funds Certification" and documents for the Concord Storm Shelter Project (CDBG-DR13-03-U3-CSS) from the Community Development Block Grant Recovery Fund Program.

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

Oct-9-2014-917

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

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

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

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President David Carrington is authorized and hereby directed to execute the Finding of No Significant Impact for the Concord Storm Shelter Project (CDBG-DR13-03-U3-CSS)

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Reimbursable Agreement between Jefferson County, Alabama and the Jefferson County Department of Environmental Services for relocation of utilities for bridge replacement on Springdale Road over Five Mile Creek.

REIMBURSABLE AGREEMENT FOR RELOCATION OF UTILITY FACILITIES

ON PRIVATE OR PUBLIC RIGHT-OF-WAY

PROJECT NUMBER: AC BRZ59460-ATRP(001)

Private Right-of-Way

ATRP NUMBER:

X Public Right-of-Way

COUNTY: JEFFERSON

THIS AGREEMENT is entered into by and between the County of Jefferson acting by and through its County Commission, hereinafter referred to as the COUNTY, and Jefferson County Environmental Services, hereinafter referred to as the UTILITY.

WITNESSETH

WHEREAS, the COUNTY proposes a project of certain highway improvements in JEFFERSON County, Alabama, said project being designated as Project No. ACGBRZ59460-ATRP(001) and consisting approximately of the following: Bridge replacement on Springdale Road over Five Mile Creek; and

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

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

WHEREAS, the Alabama Department of Transportation will use Federal funds allocated to the County, if available, that are provided to it by the Federal Highway Administration pursuant to 23 CFR 645 to reimburse the County's expenses incurred in adjusting the utilities facilities;

NOW, THEREFORE, the parties hereto agree as follows:

1. The UTILITY will relocate its facilities presently located within the right-of-way limits of the above referenced project in accordance with the UTILITY'S plans and specifications as approved by the COUNTY, so as to occasion the least possible interference with the progress of the project. The UTILITY'S plans, specifications and estimate of relocation cost are transmitted herewith and made a part hereof by reference.
2. The UTILITY will conform to the provisions of the latest edition of the State of Alabama Department of Transportation Utility Manual, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such Utility Manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.
3. The UTILITY will conform to the provisions of the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD), latest edition, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.
4. By signing this contract, the COUNTY and UTILITY 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.
5. Code of Federal Regulations 23 CFR 645 is hereby made a part hereof by reference and will be conformed to by the UTILITY as the provisions thereof are applicable hereto.
6. The UTILITY will observe and comply with the provisions of all Federal, State and Municipal laws and regulations as the provisions thereof are applicable hereto in the performance of work hereunder, including the Clean Water Act of 1987, the Alabama Nonpoint Source Management Program of 1989, and the regulations of the Environmental Protection Agency (EPA) and the Alabama Department of Environmental Management (ADEM). The UTILITY will procure and pay for all licenses and permits that are necessary for its performance of the work.
7. The UTILITY will perform the work of relocation:
 - (a) by UTILITY'S own forces
 - (b) X by contract let by the UTILITY
 - (c) by an existing written continuing contract where the work is regularly performed for the UTILITY
 - (d) by combination of the preceding (as shown hi detail on the estimate).

8. The detailed relocation cost estimate will be itemized and attached to this agreement. With respect to facilities located on the UTILITY'S private right-of-way, the COUNTY will reimburse the UTILITY for the actual cost of relocation, as may be adjusted below. With respect to facilities located on public right-of-way, the COUNTY will reimburse the UTILITY for all or part of the actual cost of relocation as required by the laws of Alabama, as may be adjusted below.

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

b. The total actual cost of relocation, including Engineering, whether the facilities are on private or public right-of-way, shall be adjusted for betterment, if any, as defined and provided for hi 23 CFR 645 above noted. Excluding betterment costs, the total estimated cost of relocation, including Engineering, is \$99.945.00 The total estimated cost including betterment is \$99.945.00

c. If an adjustment for betterment is applicable, the COUNTY will reimburse the UTILITY for 100 percent of the actual cost of relocation and the remaining 0 percent thereof shall be for the account of the UTILITY for betterment. If there are changes during construction and/or the actual construction cost percentage becomes substantially different from the construction estimate, the COUNTY reserves the right to recalculate the percentages at any time.

9. The UTILITY will keep accurate and true records of all expenditures made by it in the process of such relocation. Records will be kept in accordance with 23 CFR 645 above noted, or in accordance with Part 30 and 31, Federal Acquisition Regulations, or in accordance with accounting practices acceptable to the STATE.

10. The UTILITY will, during the progress of the work and for three years from the date final payment is made, make its records available during normal working hours for examination and audit by representatives of the STATE and of the Federal Highway Administration to verify amounts and items covered in the reimbursement for relocation of facilities covered herein. Said records will be available for examination at Jefferson County Commission. Environmental Services Department. Courthouse Suite A-300, 716 Richard Arrington. Jr. Blvd. N.; Birmingham. Alabama 35203

11. The UTILITY will, within six (6) months following completion of the relocation, furnish the COUNTY such papers, records, supporting documents and invoices as may be required by the State showing the cost of said relocation. The UTILITY will furnish the COUNTY a copy of its "as built" plans for the STATE'S records.

12. Upon receipt of such documents and accounts as may be required by the preceding paragraph and upon completion and acceptance of such verification as the COUNTY' may deem necessary, the COUNTY will reimburse the UTILITY for the actual cost of such relocation as verified by the COUNTY. In the event the actual verified cost, as accepted, exceeds the estimated cost, the COUNTY may require a Supplemental Agreement to be executed between the parties prior to reimbursement of any amount in excess of the estimated cost.

13. Paragraphs numbered 13 through 17 set forth below are applicable to this Agreement only if some or all of the UTILITY facilities to be relocated hereunder are located on private right-of-way of the UTILITY; otherwise, such paragraphs are considered inapplicable to this Agreement and null and void.

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

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

16. In the event the UTILITY is not required to relocate any of its facilities which are located on its private right-of-way, the following provisions shall apply:

a. To the extent the UTILITY has the right to so agree the COUNTY will have the right to construct, operate and maintain a highway over and along the portion of the UTILITY'S private right-of-way located within the right-of-way limits of the above referenced project.

b. The subordination of the UTILITY'S private right-of-way to the right of the COUNTY to construct, operate, and maintain said highway will be effective and operative only to such air, surface and sub surface rights as may reasonably be required and are necessary for the construction, operation, and maintenance of said highway, and to enable the COUNTY to control access to the highway where such control is established; otherwise this subordination agreement will in no wise affect and impair the rights of the UTILITY, its successors and assigns, in or to its private right-of-way, including but not limited to the right to install additional facilities over, under and across the highway; provided, however, that any installation of additional facilities will be subject to the STATE'S responsibility and right to make prior determination that any such additional facilities are located so as not to impair the highway or any planned highway improvement and so as not to interfere with the free and safe flow of traffic thereon.

c. It is mutually understood that the terms of this Agreement do not subordinate, affect or impair the rights of the UTILITY for reimbursement of the cost of such future relocation as may be required and necessitated by highway construction at some future date, as fully

as if no subordination existed; however, such relocation will be in accordance with an additional agreement to be entered into at that time between the UTILITY and the COUNTY.

17. If the UTILITY is required to relocate any of its facilities which are located on its private right-of-way to a new location on the same private right-of-way, the following provisions shall apply:

a. To the extent the UTILITY has the right to so agree, upon completion of the relocation provided for herein, the COUNTY will have the right to construct, operate and maintain a highway over and along the portion of the UTILITY'S private right-of-way located within the right-of-way limits of the above referenced project.

b. The subordination of the UTILITY'S private right-of-way to the right of the COUNTY to construct, operate and maintain said highway will be effective and operative only to such air, surface and sub surface rights as may reasonably be required and are necessary for the construction, operation and maintenance of said highway, and to enable the COUNTY to control access to the highway where such control is established; otherwise this subordination agreement will in no wise affect and impair the rights of the UTILITY, its successors and assigns, in or to its private right-of-way, including but not limited to the right to install additional facilities over, under and across the highway; provided, however, that any installation of additional facilities will be subject to the COUNTY'S responsibility and right to make prior determination that any such additional facilities are located so as not to impair the highway or any planned highway improvement and so as not to interfere with the free and safe flow of traffic thereon.

c. It is mutually understood that the terms of this Agreement do not subordinate, affect or impair the rights of the UTILITY for reimbursement of the cost of such future relocation as may be required and necessitated by highway construction at some future date, as fully as if no subordination existed; however, such relocation will be in accordance with an additional agreement to be entered into at that time between the UTILITY and the COUNTY.

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

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

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

19. The UTILITY will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the UTILITY, its agents, servants, employees or facilities.

20. The UTILITY will have a copy of this Agreement on the project site at all times while work is being performed under this Agreement.

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

22. Paragraph 22 set forth below is applicable to this Agreement only if Federal appropriated funds are available or will be available in the project by which the relocation required by this Agreement is necessitated.

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

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

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans; and cooperative agreements) and that all sub-recipients shall certify

and disclose accordingly.

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

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

The County requests that (_____ 100%County funds; X Federal participation) be used for utility work in this agreement.

WITNESS:

Jefferson County Environmental Services
David Denard, Director

RECOMMENDED FOR APPROVAL:

Tracy Pate, COUNTY ENGINEER
_____, DIVISION ENGINEER

COUNTY OF Jefferson
W. D. Carrington, CHAIRMAN, COUNTY COMMISSION

APPROVED:

_____, INNOVATIVE PROGRAMS ENGINEER

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

Oct-9-2014-919

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Reimbursable Agreement between Jefferson County, Alabama and the Water Works Board of the City of Birmingham for relocation of utilities for bridge replacement on Springdale Road over Five Mile Creek.

REIMBURSABLE AGREEMENT FOR RELOCATION OF UTILITY FACILITIES
ON PRIVATE OR PUBLIC RIGHT-OF-WAY

PROJECT NUMBER: AC BRZ59460
ATRIP NUMBER: ATRP(001)
COUNTY: JEFFERSON

Private Right-of-Way
X Public Right-of-Way

THIS AGREEMENT is entered into by and between the County of Jefferson acting by and through its County Commission, hereinafter referred to as the COUNTY, and the Water Works Board of the City of Birmingham, hereinafter referred to as the UTILITY.

WITNESSETH

WHEREAS, the COUNTY proposes a project of certain highway improvements in JEFFERSON County, Alabama, said project being designated as Project No. _____ and consisting approximately of the following: disconnect and/or relocate water mains & appurtenances in conflict with Springdale Road bridge replacement; and

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

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

WHEREAS, the Alabama Department of Transportation will use Federal funds allocated to the County, if available, that are provided to it by the Federal Highway Administration pursuant to 23 CFR 645 to reimburse the County's expenses incurred in adjusting the utilities facilities;

NOW, THEREFORE, the parties hereto agree as follows:

1. The UTILITY will relocate its facilities presently located within the right-of-way limits of the above referenced project in accordance with the UTILITY'S plans and specifications as approved by the COUNTY, so as to occasion the least possible interference with the progress of the project. The UTILITY'S plans, specifications and estimate of relocation cost are transmitted herewith and made a part hereof by reference.
2. The UTILITY will conform to the provisions of the latest edition of the State of Alabama Department of Transportation Utility Manual, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such Utility Manual is of record within

the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.

3. The UTILITY will conform to the provisions of the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD), latest edition, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.

4. By signing this contract, the COUNTY and UTILITY 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.

5. Code of Federal Regulations 23 CFR 645 is hereby made a part hereof by reference and will be conformed to by the UTILITY as the provisions thereof are applicable hereto.

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

7. The UTILITY will perform the work of relocation:

- (a) by UTILITY'S own forces
- (b) X by contract let by the UTILITY
- (c) by an existing written continuing contract where the work is regularly performed for the UTILITY
- (d) by combination of the preceding (as shown hi detail on the estimate).

8. The detailed relocation cost estimate will be itemized and attached to this agreement. With respect to facilities located on the UTILITY'S private right-of-way, the COUNTY will reimburse the UTILITY for the actual cost of relocation, as may be adjusted below. With respect to facilities located on public right-of-way, the COUNTY will reimburse the UTILITY for all or part of the actual cost of relocation as required by the laws of Alabama, as may be adjusted below.

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

b. The total actual cost of relocation, including Engineering, whether the facilities are on private or public right-of-way, shall be adjusted for betterment, if any, as defined and provided for hi 23 CFR 645 above noted. Excluding betterment costs, the total estimated cost of relocation, including Engineering, is \$24,942.29. The total estimated cost including betterment is _____.

c. If an adjustment for betterment is applicable, the COUNTY will reimburse the UTILITY for 0 percent of the actual cost of relocation and the remaining 0 percent thereof shall be for the account of the UTILITY for betterment. If there are changes during construction and/or the actual construction cost percentage becomes substantially different from the construction estimate, the COUNTY reserves the right to recalculate the percentages at any time.

9. The UTILITY will keep accurate and true records of all expenditures made by it in the process of such relocation. Records will be kept in accordance with 23 CFR 645 above noted, or in accordance with Part 30 and 31, Federal Acquisition Regulations, or in accordance with accounting practices acceptable to the STATE.

10. The UTILITY will, during the progress of the work and for three years from the date final payment is made, make its records available during normal working hours for examination and audit by representatives of the STATE and of the Federal Highway Administration to verify amounts and items covered in the reimbursement for relocation of facilities covered herein. Said records will be available for examination at Jefferson County Commission. Water Works Board of the City of Birmingham 3600 First Avenue North, Birmingham, Alabama 35283-0110

11. The UTILITY will, within six (6) months following completion of the relocation, furnish the COUNTY such papers, records, supporting documents and invoices as may be required by the State showing the cost of said relocation. The UTILITY will furnish the COUNTY a copy of its "as built" plans for the STATE'S records.

12. Upon receipt of such documents and accounts as may be required by the preceding paragraph and upon completion and acceptance of such verification as the COUNTY' may deem necessary, the COUNTY will reimburse the UTILITY for the actual cost of such relocation as verified by the COUNTY. In the event the actual verified cost, as accepted, exceeds the estimated cost, the COUNTY may require a Supplemental Agreement to be executed between the parties prior to reimbursement of any amount in excess of the estimated cost.

13. Paragraphs numbered 13 through 17 set forth below are applicable to this Agreement only if some or all of the UTILITY facilities to be relocated hereunder are located on private right-of-way of the UTILITY; otherwise, such paragraphs are considered inapplicable to this Agreement and null and void.

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

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

16. In the event the UTILITY is not required to relocate any of its facilities which are located on its private right-of-way, the following provisions shall apply:

a. To the extent the UTILITY has the right to so agree the COUNTY will have the right to construct, operate and maintain a highway over and along the portion of the UTILITY'S private right-of-way located within the right-of-way limits of the above referenced project.

b. The subordination of the UTILITY'S private right-of-way to the right of the COUNTY to construct, operate, and maintain said highway will be effective and operative only to such air, surface and sub surface rights as may reasonably be required and are necessary for the construction, operation, and maintenance of said highway, and to enable the COUNTY to control access to the highway where such control is established; otherwise this subordination agreement will in no wise affect and impair the rights of the UTILITY, its successors and assigns, in or to its private right-of-way, including but not limited to the right to install additional facilities over, under and across the highway; provided, however, that any installation of additional facilities will be subject to the STATE'S responsibility and right to make prior determination that any such additional facilities are located so as not to impair the highway or any planned highway improvement and so as not to interfere with the free and safe flow of traffic thereon.

c. It is mutually understood that the terms of this Agreement do not subordinate, affect or impair the rights of the UTILITY for reimbursement of the cost of such future relocation as may be required and necessitated by highway construction at some future date, as fully as if no subordination existed; however, such relocation will be hi accordance with an additional agreement to be entered into at that time between the UTILITY and the COUNTY.

17. If the UTILITY is required to relocate any of its facilities which are located on its private rightof-way to a new location on the same private right-of-way, the following provisions shall apply:

a. To the extent the UTILITY has the right to so agree, upon completion of the relocation provided for herein, the COUNTY will have the right to construct, operate and maintain a highway over and along the portion of the UTILITY'S private right-of-way located within the right-of-way limits of the above referenced project.

b. The subordination of the UTILITY'S private right-of-way to the right of the COUNTY to construct, operate and maintain said highway will be effective and operative only to such air, surface and sub surface rights as may reasonably be required and are necessary for the construction, operation and maintenance of said highway, and to enable the COUNTY to control access to the highway where such control is established; otherwise this subordination agreement will in no wise affect and impair the rights of the UTILITY, its successors and assigns, in or to its private right-of-way, including but not limited to the right to install additional facilities over, under and across the highway; provided, however, that any installation of additional facilities will be subject to the COUNTY'S responsibility and right to make prior determination that any such additional facilities are located so as not to impair the highway or any planned highway improvement and so as not to interfere with the free and safe flow of traffic thereon.

c. It is mutually understood that the terms of this Agreement do not subordinate, affect or impair the rights of the UTILITY for reimbursement of the cost of such future relocation as may be required and necessitated by highway construction at some future date, as fully as if no subordination existed; however, such relocation will be in accordance with an additional agreement to be entered into at that time between the UTILITY and the COUNTY.

18. If the UTILITY is required to relocate any of its facilities which are located on its private rightof-way to a new location on public right-of-way or if any such facilities are to be retained in place within the public right-of-way due to this project, the following provisions will apply:

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

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

19. The UTILITY will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the UTILITY, its agents, servants, employees or facilities.

20. The UTILITY will have a copy of this Agreement on the project site at all times while work is being performed under this Agreement.

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

22. Paragraph 22 set forth below is applicable to this Agreement only if Federal appropriated funds are available or will be available in the project by which the relocation required by this Agreement is necessitated.

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

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

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

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

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

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

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

The County requests that (_____ 100%County funds; X Federal participation) be used for utility work in this agreement.

WITNESS:

Water Works Board of the City of Birmingham
Mac Underwood, General Manager

RECOMMENDED FOR APPROVAL:

Tracy Pate, COUNTY ENGINEER
_____, DIVISION ENGINEER

COUNTY OF Jefferson
W. D. Carrington, CHAIRMAN, COUNTY COMMISSION

APPROVED:

_____, INNOVATIVE PROGRAMS ENGINEER

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

Oct-9-2014-920

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Non-Reimbursable Agreement between Jefferson County, Alabama and Marcus Cable of Alabama, LLC for the Springdale Road bridge replacement.

NON-REIMBURSABLE AGREEMENT

FOR RELOCATION Oh UTILITY FACILITIES ON PUBLIC RIGHT-OF-WAY

PROJECT NUMBER: AC BRZ59460

ATRIP NUMBER: ATRP(001)

COUNTY: JEFFERSON

THIS AGREEMENT is entered into by and between the County of Jefferson acting by and through its COUNTY COMMISSION, hereinafter referred to as the COUNTY, and Marcus Cable of Alabama LLC hereinafter referred to as the UTILITY.

WITNESSETH:

WHEREAS, the COUNTY proposes a project of certain highway improvements in Jefferson County, Alabama, said project being designated as Project No. AC BRZ59460 and consisting approximately of the following: Springdale Road bridge replacement.

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

WHEREAS, the COUNTY has determined that the relocation of line facilities referred to is necessitated by the construction of said project and has ordered the UTILITY to relocate same; and

WHEREAS, under the laws of Alabama, the UTILITY is recruited to relocate said facilities at its own expense.

NOW THEREFORE, the parties hereto agree as follows:

1. The UTILITY will relocate its facilities presently located within the right-of-way limits of the above referenced project in accordance with the UTILITY'S plans as approved by the COUNTY, so as to occasion the least possible interference with the progress of the project. The UTILITY'S plans are transmitted herewith and made a part hereof by reference. The UTILITY will furnish the COUNTY a copy of its "as built" plans at the completion of the relocation.
2. The UTILITY will conform to the provisions of the latest edition of the State of Alabama Department of Transportation Utility Manual, as its provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such Utility Manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.
3. The UTILITY will conform to the provisions of the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD), latest edition, as its provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such manner is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.
4. Code of Federal Regulations 23 CFR 645 is hereby made a part hereof by reference and will be conformed to by the UTILITY as the provisions thereof are applicable hereto.
5. The UTILITY will observe and comply with the provisions of all Federal, State and Municipal laws and regulations as the provisions thereof are applicable hereto in the performance of work hereunder, including the Clean Water Act of 1987, the Alabama Nonpoint Source Management Program of 1989, and the regulations of the Environmental Protection Agency (EPA) and the Alabama Department of Environmental Management (ADEM). The UTILITY will procure and pay for all licenses and permits that are necessary for its performance of the work.
6. By signing this contract, the COUNTY and UTILITY 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.
7. Reimbursement for future relocation of the UTILITY'S facilities will be in accordance with State law in effect at the time such relocation is made.
8. The UTILITY will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the UTILITY, its agents, servants, employees or facilities.
9. The UTILITY will have a copy of this Agreement on the project site at all times while work is being performed under this Agreement.
10. The COUNTY will furnish the STATE, in writing, six (6) weeks prior to the State's project letting date, a "Utility Certification" letter with a time frame for beginning and ending the required relocation work.
11. Nothing contained in this Agreement, or in its execution, shall be construed to alter or affect the title of the COUNTY to the public right-of-way nor to increase, decrease or modify in any way the rights of the UTILITY provided by law with respect to the construction, operation or maintenance of its facilities on the public right-of-way.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, officials or persons thereunto duly authorized on this 30th day of October, 13.

WITNESS:

Marcus Cable of Alabama LLC
Weldon Feightner, Vice President-General Manager

RECOMMENDED FOR APPROVAL:

Tracy Pate, County Engineer
_____, DIVISION Engineer

COUNTY OF Jefferson
W. D. Carrington, CHAIRMAN, COUNTY COMMISSION

APPROVED:

_____, INNOVATIVE PROGRAMS ENGINEER

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

Oct-9-2014-921

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Non-Reimbursable Agreement between Jefferson County, Alabama and BellSouth Telecommunications, Inc., d/b/a AT&T for the Springdale Road bridge replacement.

NON-REIMBURSABLE AGREEMENT

FOR RELOCATION OF UTILITY FACILITIES ON PUBLIC RIGHT-OF-WAY

PROJECT NUMBER: AC BRZ59460 - ATRP(001)

ATRIP NUMBER:

COUNTY: JEFFERSON

THIS AGREEMENT is entered into by and between the County of Jefferson acting by and through its COUNTY COMMISSION, hereinafter referred to as the COUNTY, and BellSouth Telecommunications, Inc., d/b/a AT&T hereinafter referred to as the UTILITY.

WITNESSETH:

WHEREAS, the COUNTY proposes a project of certain highway improvements in Jefferson County, Alabama, said project being designated as Project No. _____ and consisting approximately of the following: _____.

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

WHEREAS, the COUNTY has determined that the relocation of line facilities referred to is necessitated by the construction of said project and has ordered the UTILITY to relocate same; and

WHEREAS, under the laws of Alabama, the UTILITY is recruited to relocate said facilities at its own expense.

NOW THEREFORE, the parties hereto agree as follows:

1. The UTILITY will relocate its facilities presently located within the right-of-way limits of the above referenced project in accordance with the UTILITY'S plans as approved by the COUNTY, so as to occasion the least possible interference with the progress of the project. The UTILITY'S plans are transmitted herewith and made a part hereof by reference. The UTILITY will furnish the COUNTY a copy of its "as built" plans at the completion of the relocation.
2. The UTILITY will conform to the provisions of the latest edition of the State of Alabama Department of Transportation Utility Manual, as the provisions thereof are applicable hereto, for the installation and maintenance of such facilities. Such Utility Manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.
3. The UTILITY will conform to the provisions of the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD), latest edition, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such manner is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.
4. Code of Federal Regulations 23 CFR 645 is hereby made a part hereof by reference and will be conformed to by the UTILITY as the provisions thereof are applicable hereto.
5. The UTILITY will observe and comply with the provisions of all Federal, State and Municipal laws and regulations as the provisions thereof are applicable hereto in the performance of work hereunder, including the Clean Water Act of 1987, the Alabama Nonpoint Source Management Program of 1989, and the regulations of the Environmental Protection Agency (EPA) and the Alabama Department of Environmental Management (ADEM). The UTILITY will procure and pay for all licenses and permits that are necessary for its performance of the work.
6. By signing this contract, the COUNTY and UTILITY 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.
7. Reimbursement for future relocation of the UTILITY'S facilities will be in accordance with State law in effect at the time such

relocation is made.

8. The UTILITY will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the UTILITY, its agents, servants, employees or facilities.

9. The UTILITY will have a copy of this Agreement on the project site at all times while work is being performed under this Agreement.

10. The COUNTY will furnish the STATE, in writing, six (6) weeks prior to the State's project letting date, a "Utility Certification" letter with a time frame for beginning and ending the required relocation work.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, officials or persons thereunto duly authorized on this 30th day of October, 13.

WITNESS:

BellSouth Telecommunications, Inc., d/b/a AT&T

Brian Smith, Manager OSP Const & Engineering

RECOMMENDED FOR APPROVAL:

Tracy Pate, County Engineer

_____, DIVISION Engineer

COUNTY OF Jefferson

W. D. Carrington, CHAIRMAN, COUNTY COMMISSION

APPROVED:

_____, INNOVATIVE PROGRAMS ENGINEER

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

Oct-9-2014-922

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Non-Reimbursable Agreement between Jefferson County, Alabama and Alabama Gas Corporation (ALAGASCO) for the Springdale Road bridge replacement.

NON-REIMBURSABLE AGREEMENT

FOR RELOCATION OF UTILITY FACILITIES ON PUBLIC RIGHT-OF-WAY

PROJECT NUMBER: AC BRZ59460 - ATRP(001)

ATRIP NUMBER:

COUNTY: JEFFERSON

THIS AGREEMENT is entered into by and between the County of Jefferson acting by and through its COUNTY COMMISSION, hereinafter referred to as the COUNTY, and Alabama Gas Corporation (ALAGASCO) hereinafter referred to as the UTILITY.

WITNESSETH:

WHEREAS, the COUNTY proposes a project of certain highway improvements in Jefferson County, Alabama, said project being designated as Project No. AC BRZ59460 - ATRP(001) and consisting approximately of the following: bridge replacement on Springdale Road over Five Mile Creek.

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

WHEREAS, the COUNTY has determined that the relocation of line facilities referred to is necessitated by the construction of said project and has ordered the UTILITY to relocate same; and

WHEREAS, under the laws of Alabama, the UTILITY is recruited to relocate said facilities at its own expense.

NOW THEREFORE, the parties hereto agree as follows:

1. The UTILITY will relocate its facilities presently located within the right-of-way limits of the above referenced project in accordance with the UTILITY'S plans as approved by the COUNTY, so as to occasion the least possible interference with the progress of the project. The UTILITY'S plans are transmitted herewith and made a part hereof by reference. The UTILITY will furnish the COUNTY a copy of its "as built" plans at the completion of the relocation.

2. The UTILITY will conform to the provisions of the latest edition of the State of Alabama Department of Transportation Utility Manual, as the provisions thereof are applicable hereto, for the installation and maintenance of such facilities. Such Utility Manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.

3. The UTILITY will conform to the provisions of the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD), latest edition, as tire provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such manner is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.

4. Code of Federal Regulations 23 CFR 645 is hereby made a part hereof by reference and will be conformed to by the UTILITY as the provisions thereof are applicable hereto.

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

6. By signing this contract, the COUNTY and UTILITY 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.

7. Reimbursement for future relocation of the UTILITY'S facilities will be in accordance with State law in effect at the time such relocation is made.

8. The UTILITY will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the UTILITY, its agents, servants, employees or facilities.

9. The UTILITY will have a copy of this Agreement on the project site at all times while work is being performed under this Agreement.

10. The COUNTY will furnish the STATE, in writing, six (6) weeks prior to the State's project letting date, a "Utility Certification" letter with a time frame for beginning and ending the required relocation work.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agree ent to be executed by their respective officers, officials or persons thereunto duty authorized on this 30th day of October, 13.

WITNESS:

Alabama Gas Corporation (ALAGASCO)
Lee A. Skurka, Manager GIS North

RECOMMENDED FOR APPROVAL:

Tracy Pate, County Engineer
_____, DIVISION Engineer

COUNTY OF Jefferson
W. D. Carrington, CHAIRMAN, COUNTY COMMISSION

APPROVED:

_____, INNOVATIVE PROGRAMS ENGINEER

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

Oct-9-2014-923

BE IT RESOLVED, by the County Commission of Jefferson County, Alabama, that the County enters into an agreement with the State of Alabama; acting by and through the Alabama Department of Transportation for:

The resurfacing on Deerfoot Parkway from 1-59 to Old Springville Road. Length - 3.159 miles
Project# ACAA62032-ATRP (003); ATRIP# 37-03-56

which agreement is before this Commission, and that the agreement be executed in the name of the County, by the Chairman of the Commission for and on its behalf and that it be attested by the County Clerk and the seal of the County affixed thereto.

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

Passed, adopted, and approved this 9th day of October, 2014

ATTESTED:

W. D. Carrington

County Clerk

Chairman, Jefferson County Commission

AGREEMENT FOR
ALABAMA TRANSPORTATION REHABILITATION AND IMPROVEMENT PROGRAM
(ATRIP) PROJECT

BETWEEN THE STATE OF ALABAMA

AND

JEFFERSON COUNTY, ALABAMA

This agreement is made and entered into by and between the State of Alabama, (acting by and through the Alabama Department of Transportation), hereinafter referred to as the STATE; and Jefferson County (FEIN 63-6001579), hereinafter referred to as the COUNTY; in cooperation with the United States Department of Transportation, the Federal Highway Administration, hereinafter referred to as the FHWA:

WITNESSETH

WHEREAS, the STATE and the COUNTY desire to cooperate in the resurfacing on Deerfoot Parkway from I-59 to Old Springville Road. Length - 3.159 miles

Project# ACAA62032-ATRP (003); ATRIP# 37-03-56

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

- (1) The COUNTY will acquire any additional right-of-way, if needed, for the PROJECT at no cost to the STATE or this PROJECT.
- (2) The COUNTY or its representative, if applicable to the PROJECT, agree to adjust and/or relocate all utilities on the PROJECT without cost to the STATE or this PROJECT.
- (3) The COUNTY or its representative, will provide the required surveys, complete the plans and perform all other preliminary engineering duties for the PROJECT at no cost to the STATE or this PROJECT. The COUNTY will be responsible for submitting all required environmental documents to the STATE and obtaining approval prior to right-of-way acquisition or submittal of final plan assembly to the STATE. The plans will be subject to the approval of the STATE and the PROJECT will be constructed in accordance with the plans approved by the STATE and the terms of this agreement.
- (4) If necessary, the COUNTY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR)(Code Chapter 335-6-12) for the PROJECT. The COUNTY and the contractor will be responsible for compliance with the permit and the STATE will have no obligation regarding the permit. The COUNTY will furnish the STATE (Division or Region) a copy of the permit prior to any work being performed by the contractor.
- (5) The COUNTY will furnish all construction engineering for the PROJECT with COUNTY forces or with a consultant selected and approved by the STATE as part of the PROJECT cost. The cost of construction engineering and inspection shall be included as part of the construction cost for the PROJECT and will be paid from funds provided herein.
- (6) The STATE will furnish the necessary inspection and testing of materials with STATE forces when needed as part of the PROJECT cost. The cost of inspection and testing of materials shall be included as part of the construction cost for the PROJECT and will be paid from funds provided herein.
- (7) The COUNTY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction (latest edition) on the PROJECT and will ensure that alignment and grades on this PROJECT meet the standards of the Alabama Department III of Transportation and that the PROJECT will be constructed in accordance with the approved plans.
- (8) The PROJECT will be administered by the STATE and all cost will be financed, when eligible for Federal participation, on the basis of eighty (80) percent Federal ATRIP funds and twenty (20) percent COUNTY funds, unless otherwise noted below. Any Federal aid non-participating costs shall be borne by the COUNTY at one hundred (100) percent.
- (9) Funding for this agreement is subject to the availability of Federal ATRIP funds at the time of authorization. The STATE will not be liable for Federal ATRIP funds in any amount. It is understood that the amounts stated below are estimates only. Any shortfall in funding or overrun in construction costs shall be borne by the COUNTY from Federal ATRIP funds, if available, from COUNTY Federal funds, if available, and from COUNTY funds. In the event of an under-run in construction costs, the amount of Federal ATRIP funds will be the amount stated below, or eighty (80) percent of eligible costs, whichever is less.

(10) The estimated cost of construction of this PROJECT will be provided from the funds outlined as follows:

Federal ATRIP Funds	\$ 888,672.00
County Funds	\$ 222,168.00
Total (Including E & I)	\$ 1,110,840.00

(11) The STATE will be responsible for advertisement and receipt of bids, and the award of the contract. Following the receipt of bids and

prior to the award of the contract, the STATE will invoice the COUNTY for its prorata share of the estimated cost (if applicable) as reflected by the bid of the successful bidder plus E & I, and the COUNTY will pay this amount to the STATE no later than 30 days after the date bids are opened. Payment must be received prior to award of the contract.

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

(13) The COUNTY will submit reimbursement invoices for the work performed under the terms of this agreement to the STATE within six (6) months after the completion and acceptance of the PROJECT. Any invoices submitted after this six (6) month period will not be eligible for payment.

(14) Upon completion and acceptance of the work by the STATE, the COUNTY will assume full responsibility for maintenance of that part of the improvements which are not a part of the Alabama Highway Maintenance System. Upon completion and acceptance of the work by the STATE, the COUNTY will maintain the PROJECT in satisfactory condition in accordance with the requirements of the Alabama Department of Transportation.

(15) It is agreed that the terms and commitments contained in this agreement shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this agreement, be enacted, then the conflicting provision in this agreement shall be deemed null and void.

(16) To the extent permitted by law, the COUNTY shall defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees, in both their official and individual capacities, from and against claims, damages, losses, and expenses, including but not limited to attorneys fees, arising out of or resulting from performance of the work or maintenance of the roadway and/or shoulders by the COUNTY, provision of any services or expenditure of funds required, authorized or undertaken by the COUNTY pursuant to the terms of this agreement, or any damage, loss, expense, bodily injury, or death, or injury to or destruction of tangible property (other than the work itself), including loss of use resulting therefrom, caused in whole or in part by the deliberate, intentional, wanton, reckless, fraudulent or negligent acts of the COUNTY, or the misuse, misappropriation, misapplication, or mis-expenditure of any source of funding, compensation or reimbursement by the COUNTY, its agents, servants or employees, or anyone whose acts the COUNTY may be liable.

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

(18) Each party will provide, without cost to the other, information available from its records that will facilitate the performance of the work.

(19) Nothing will be construed under the terms of this agreement by the STATE or the COUNTY that will cause any conflict with Section 23-1-63, Code of Alabama (7/24th law).

(20) The COUNTY will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the COUNTY, its agents, servants, employees or facilities.

(21) Exhibits M and N are attached and hereby made a part of this agreement.

(22) This agreement is made and expressly executed in the names of the parties hereto by their respective officers, officials or other persons who are authorized to execute it, and it is deemed by the parties to be an agreement or contract under seal.

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

(24) This agreement may be terminated by either party upon the delivery of a thirty (30) day notice termination.

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

SEAL

ATTEST:

Clerk

RECOMMENDED:

Innovative Programs Engineer

Edward N. Austin, P.E.

APPROVED AS TO FORM:

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, Chairman

Jefferson County Commission

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

Chief Engineer

Ronald L. Baldwin, P. E.

Chief Counsel
Jim R. Ippolito, Jr.

Transportation Director
John R. Cooper

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY APPROVED ON THE DAY OF _____, 20____,
GOVERNOR OF ALABAMA
ROBERT BENTLEY

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

Oct-9-2014-924

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Gonzalez Strength Associates, Inc. to provide engineering plans for the resurfacing of Minor Parkway from Crumly Chapel Road to U. S. Highway 78 in the amount of \$37,900.

AGREEMENT FOR ENGINEERING SERVICES

This Agreement made this _____ day of _____, 2014, by and between Jefferson County in the State of Alabama (hereinafter referred to as the COUNTY), and GONZALEZ-STRENGTH & ASSOCIATES, INC. (hereinafter referred to as the CONSULTANT).

WHEREAS, CONSULTANT shall provide all professional services necessary for the design and production of complete resurfacing roadway plans, including traffic signal modification design and plans and geotechnical investigation for the resurfacing of Minor Parkway from approximately 50' north of Crumly Chapel Road to the southern entrance of SR-5(US-78) in Jefferson County.

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

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

WITNESSETH

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

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

ARTICLE I - SCOPE OF WORK

The CONSULTANT will prepare the required documents and secure design approval, prepare roadway resurfacing plans for the resurfacing of Minor Parkway from approximately 50' north of Crumly Chapel Road to the southern entrance of SR-5(US78) in Jefferson County. The work to be performed by the CONSULTANT will include I engineering and resurfacing plans, traffic signal modification design and plan production and perform geotechnical as follows:

SECTION 1- RESURFACING PLANS

The CONSULTANT will perform the following as applicable:

- A. Attend Scope of Work meeting with representatives from STATE and COUNTY to review the scope of the project as well as any design exceptions.
- B. Prepare Initial Scope of Work document for approval by STATE.
- C. The development of the plans will follow the procedure as shown in the STATE's "Guide for Developing Construction Plans" and "Guidelines for Operation".
- D. Study available traffic data, which will be furnished by the COUNTY, and reaffirm the Design Criteria consistent with the policies of the STATE, and of criteria established during the Corridor Studies and Preliminary Design.
- E. The CONSULTANT will prepare a Programmatic Categorical Exclusion to be approved by the STATE.
- F. The CONSULTANT in the development of the designs will conduct I investigations to ensure that the geometric design of pavements, if feasible, is such that the drainage capacity of the pavement is not exceeded in such way as to create unreasonably hazardous water-film depths for hydroplaning to occur. The latest and most comprehensive technology in existence from FHWA and AASHTO will be used to

design, analyze and correct pavement drainage deficiencies in an effort to preclude or minimize high hydroplane potential situations. Particular attention will be given to transition sections and sags of all vertical curves.

G. Each project Plan Assembly will include title, project layout, index to sheets, summary of quantities, typical section, schedule for pavement widths, project notes, traffic signal plan notes, traffic control notes, traffic signal layout, special project detail, erosion control, and all other sheets required for receipt of bids by the STATE for resurfacing work. Drainage structure information will be placed on the plans according to Chapters 2, 3 and 4 of the STATE Hydraulic Manual, unless otherwise specified. The plans will show all existing topographical features, natural and man-made, surface and subsurface facilities, for the area included in the proposed right-of-way and an area of at least 100 feet in width adjacent to the proposed right-of-way. The contract plans will be completed in detail for all construction, in accordance with the STATE's design policies and practices in effect at the time of the final plan submittal. Basic computations will be made for alignment and for layout of intersections.

H. Prepare designs and detailed contract plans at a horizontal scale of 1"=50' and vertical scale of 1"=5', or as otherwise approved by the COUNTY, completely dimensioned for roadway construction, together with drainage and intersection layouts. Special drawings of complicated intersections may be prepared at scales other than those above as approved by the COUNTY.

I. The applicable provisions of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2012 Edition, (or latest succeeding standard specifications issued by the STATE prior to the time of final plan submittal) will apply to all work performed by the CONSULTANT under this AGREEMENT. The CONSULTANT will prepare supplemental specifications and special provisions for approval of the STATE of any needed items not covered by the aforementioned Standard Specifications.

J. Prepare estimates of quantities and construction costs for each set of contract plans, itemized and properly symbolized in accordance with the Standard Specifications above noted, using unit prices as supplied or approved by the STATE on projects of comparable work in the general area of the project, if available. Upon completion of the plans, copies of the Quantity Computations will be furnished to the COUNTY.

K. Preliminary detailed contract plans and estimates shall be submitted to the COUNTY before the final tracings are completed. The CONSULTANT will prepare Traffic Control Plans for handling traffic during construction and a Sequence of Construction will be prepared for each set of contract plans.

L. The CONSULTANT will coordinate these plans with existing and proposed plans of the COUNTY and STATE.

M. The CONSULTANT will prepare plans using size and weight of pens as indicated in STATE'S CADD Standards that will facilitate the STATE's development of one-half (1/2) size drawings. CADD File Names and level structure shall be in accordance with ALDOT CADD Standards.

N. Two separate plans reviews plus other reviews up to and including the PS & E, as required by the Alabama Department of Transportation Guide for Developing Construction Plans (G.D.C.P.), will be conducted. The CONSULTANT will prepare and submit sets of selected plan sheets for requesting materials recommendations. The CONSULTANT will prepare and submit sets of plans for a P.S. & E. Inspection. The number of plan sets required for all submittals will be as directed in the G.D.C.P. After plan revisions have been made to the plans by the CONSULTANT, following and including all comments made during the P.S. & E. Inspections, the CONSULTANT will submit sets of prints of plans to the STATE for its Quality Control review. The CONSULTANT will submit sets of prints after Quality Control comments have been addressed for STATE Construction Bureau's Review. After plan revisions are complete, the CONSULTANT will submit final plans. Construction cost estimates will be furnished with the P.S. & E., Construction Bureau review and final plan submittals.

O. The CONSULTANT, at each review stage, and at the completion of this project, will supply all CADD files, and related files, on Compact Disc (CD) with an electronic document listing the contents of each file. The CADD files are required to be completely compatible with the Department's current production versions of CADD software, Bentley's MicroStation V8i (Select Series 3) and PowerInroads v8i. The InRoads files will include the following: Alignments (.alg files), feature-based Digital Terrain Models (.dtm files), Roadway Templates (.tml files), Roadway Library (.rwl files), and Preferences (Civil.ini and Wysiwyg.ini).

SECTION 2 - TRAFFIC SIGNAL MODIFICATION DESIGN AND PLAN PRODUCTION

A. Summary of quantities box sheet.

B. Traffic Signal Notes sheet.

C. Traffic Signal detail sheet.

SECTION 3 - GEOTECHNICAL INVESTIGATION

The CONSULTANT will perform the following:

A. Perform a condition (pavement distress) survey according to ALDOT 392.

B. Visually evaluate and photograph the asphalt cores and provide core information for the materials report.

C. Perform a geotechnical engineering analysis and evaluation.

D. Prepare a materials report in accordance with ALDOT Procedure 390.

ARTICLE II - OBLIGATION OF COUNTY TO CONSULTANT

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

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

ARTICLE III - OBLIGATION OF STATE TO CONSULTANT

- A. Provide a copy of application portions of the State Hydraulic Manual and "Guidelines for Operations".
- B. Provide all traffic data which is deemed necessary by the STATE.
- C. As far as possible, cooperate with the CONSULTANT in making necessary arrangements with public officials and with such individuals as the CONSULTANT may need to contact for advice, counsel, and information.
- D. Furnish the CONSULTANT unit prices and/or per costs to be used in cost analysis.
- E. Circulate required materials to appropriate agencies and governmental bodies for review and receive comments.

ARTICLE IV - TIME OF BEGINNING AND COMPLETION

- A. The CONSULTANT agrees to start work on the professional services outlined under Article I of this AGREEMENT with ten (10) days after receipt of written Notice to Proceed from the COUNTY. The COUNTY will not notify the CONSULTANT to commence work until both parties have formally approved this AGREEMENT.
- B. Preparation of the preliminary plans, final plans and any Supplemental Specifications necessary for the execution of the work shall be completed within twelve (12) months after written "Notice to Proceed" exclusive of any review time by any reviewing agencies.
- C. In case the COUNTY deems it advisable or necessary in the execution of the work to make any alteration that will increase or decrease the Scope of Work outlined in this Agreement, the time limits specified herein may be adjusted in accordance with Article VI, Section 1.

ARTICLE V- PAYMENT

SECTION I - FEES

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

- A. The Lump Sum of Twenty One Thousand Four Hundred and 00/100 Dollars (\$21,400.00) shall be total compensation to the CONSULTANT for all work provided for when performed under ARTICLE I, SECTION I of this AGREEMENT for design and plan production.
- B. The Lump Sum of Five Thousand Nine Hundred and 00/100 Dollars (\$5,900.00) shall be total compensation to the CONSULTANT for all work provided for when performed under ARTICLE I, SECTION 2 of this AGREEMENT for traffic signal modification design and plan production.
- C. The Lump Sum of Ten Thousand Six Hundred and 00/100 Dollars (\$10,600.00) shall be total compensation to the CONSULTANT for all work provided for when performed under ARTICLE I, SECTION 3 of this AGREEMENT for geotechnical investigation.
- D. For the work contemplated under this Agreement the CONSULTANT will be compensated a maximum lump sum amount of Thirty Seven Thousand Nine Hundred and 00/100 Dollars (\$37,900.00).

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

SECTION 2 - FINAL ACCEPTANCE

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

ARTICLE VI - MISCELLANEOUS PROVISIONS

SECTION I - CHANGES OF WORK

If, during the term of this AGREEMENT, additional services are required of the CONSULTANT other than those specified above, or major changes in the work become necessary or desirable, the COUNTY may order, in writing, the CONSULTANT to perform such services or make such services or make such changes. If the CONSULTANT is of the opinion that the work he has been directed to perform

is beyond the scope of this AGREEMENT and constitutes extra work, the CONSULTANT shall within ten (10) days notify the COUNTY, in writing, and receive approval from the COUNTY prior to performing such extra work. In the event the COUNTY determines that such work does constitute extra work, additional time for completion of the contract will be given and payment for the additional work shall be negotiated and expressed by Supplemental Agreement.

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

SECTION 2 - OWNERSHIP OF ENGINEERING DOCUMENTS

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

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

SECTION 3 - CONSULTANT'S ENDORSEMENT

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

SECTION 4 - DELAYS AND EXTENSIONS

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

SECTION 5 - TERMINATION OR ABANDONMENT

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

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

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

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

SECTION 6 - CONTROVERSY

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

SECTION 7 - RESPONSIBILITY FOR CLAIMS AND LIABILITY

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

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

negligence of its contractors or subcontractors or others.

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

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

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

SECTION 8 - GENERAL COMPLIANCE WITH LAWS

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

SECTION 9 - SUBLETTING, ASSIGNMENT OR TRANSFER

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

SECTION 10 - EMPLOYMENT OF COUNTY WORKER

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

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

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

SECTION 11- CONTROL

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

SECTION 12 - CONDITIONS AFFECTING WORK

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

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

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

2. Solicitations for Subcontractors, Including Procurements of and Equipment:

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

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

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

ARTICLE VII

SECTION 1- EXECUTORY CLAUSE

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

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

ARTICLE VIII

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

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

ARTICLE IX

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

ARTICLE X

IN WITNESS WHEREOF the Parties have caused this AGREEMENT to be executed by their duly authorized representatives this day of 2014.

RECOMMENDED:

Tracy A. Pate, P.E.

Interim Director/County Engineer

GONZALEZ-STRENGTH ASSOCIATES, INC.

James R. Brown, P. E.

ATTEST:

Minute Clerk

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

Jefferson County Commission

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

Oct-9-2014-925

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and the City of Tarrant to share responsibilities for relocation of utilities for the Springdale Road bridge replacement project in the amount of \$33,403.61.

AGREEMENT TO SHARE RESPONSIBILITIES

Bridge Replacement On Springdale Road Over Five Mile Creek

RECITAL:

The State of Alabama, through the Alabama Department of Transportation (State), and Jefferson County, Alabama, and the City of

Tarrant, Alabama, in cooperation with the United States Department of Transportation, Federal Highway Administration (FHWA), desire to make certain improvements to Replace Bridge on Springdale Road over Five Mile Creek (Project). The State and Jefferson County, by separate agreements, will divide responsibilities for the Project; State (thru ATRIP funds) responsibility being 80% of the construction cost and Jefferson County responsibility being 20% of the construction cost. The City of Tarrant has entered into Agreement with CBT Engineering Associates, LLC for the design and relocation plans for relocating Tarrant's existing utilities in conflict with the Project. Jefferson County and the City of Tarrant desire to establish their agreement herewith.

IN CONSIDERATION OF THE PREMISES stated herein Jefferson County and the City of Tarrant mutually agree as follows:

- 1) Jefferson County will assume responsibility for the management of the Project. All agreements pertaining to the scope of work and funding for the Construction will be between Jefferson County and the State.
- 2) The City of Tarrant has entered into an agreement with CBT Engineers, LLC. It is the responsibility of Jefferson County to provide funding for all consultants for this Project.
- 3) The relocation of the utilities may qualify for reimbursement and will be covered in a separate reimbursable agreement.
- 4) Jefferson County hereby agrees to pay 100% of the cost required to obtain the design and utility relocation plans for the Project, estimated cost of said plans shall not exceed \$33,403.61.
- 5) Tarrant shall invoice the County at such times and intervals as may be determined appropriate under the circumstances. Jefferson County agrees to pay to the City of Tarrant the invoice amount within 30 days of receipt.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representative as reflected below.

JEFFERSON COUNTY, ALABAMA

David Carrington, President

Jefferson County Commission

CITY OF TARRANT, ALABAMA

Loxcil B. Tuck, Mayor

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

Oct-9-2014-926

A RESOLUTION IDENTIFYING SURPLUS COUNTY
EQUIPMENT AND AUTHORIZING THE DISPOSAL OF SAID
EQUIPMENT VIA INTERNET AUCTION, GOVDEALS.COM

WHEREAS, the county Fleet Manager has determined the following list of retired rolling stock to be surplus and of no further use to the County, and

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Fleet Manager is authorized to dispose of the following list of County assets.

<u>ID Number</u>	<u>Mileage</u>	<u>Serial Number</u>	<u>Description</u>	<u>Asset Number</u>	<u>Year</u>
A976206	158,928	2G1WL52M5V9261791	SEDAN 4 DR LUMINA G/W 97	971037	1997
A984101	129,110	2G1WL52K2W9218753	SEDAN 4 DR LUMINA 98	981118	1998
A986302	188,624	2FAFP73W7WX186960	SEDAN 4 DR C V 98	981995	1998
A993001	100,160	1FAFP53U5XA212484	SEDAN 4 DR TAURUS 99	000410	1999
A996003	235,024	2FAFP71W7XX113656	SEDAN 4 DR C V G/W 99	990016	1999
A996004	205,635	2FAFP71W8XX113665	SEDAN 4 DR C V G/W 99	990017	1999
A996014	188,614	2G1WL52K3X9201817	SEDAN 4 DR LUMINA 99	990624	1999
A994204	97,851	1FAFP53U7XA202636	SEDAN 4 DR TAURUS 99	990714	1999
A006049	176,303	2FAFP71W7YX133200	SEDAN 4 DR C V G/W 00	001184	2000
A006025	128,175	2FAFP71W2YX133220	SEDAN 4 DR C V 00	001564	2000
A004101	101,175	1FMZU83P5YUB34750	SUV AT4 EXPLORER 00	001639	2000
A005601	152,955	2GIWF55KXY9296591	SEDAN 4 DR IMPALA 00	001883	2000
A001583	106,535	2GIWF55KXY9377896	SEDAN 4 DR IMPALA 00	002641	2000
A026016	109,891	2FAFP73W82X159289	SEDAN 4 DR C V 02	020784	2002
A036095	234,896	1FMPU16LX3LB66499	SUV AT4 EXPEDITION G/W 03	031095	2003
A056008	186,758	2GIWF55K259351028	SEDAN 4 DR IMPALA 05	050988	2005
B993115	136,250	1B7HF16Y2XS214359	PU 6K 4X41500 99	000207	1999
F938301	690 hrs.	509323491	LOADER SKID STEER 743B 93	93595	1999

(transferred to the Jefferson County Board of Education)

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Fleet Manager be and hereby is authorized to execute any documents to effect this transaction.

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

Oct-9-2014-927

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: September 22, 2014
Purpose: Payment to Betty K. Boyd – Tr. No. 29 for Recalculated "Replacement Housing Payment: - per Federal Law for Dislocating Resident from their home - to have owner purchase a new home that meets "Decent, Safe & Sanitary" conditions - Project No. STPBH-7020(601) - Patton Chapel Rd - Ph. III – Tr. 29
Agent: Alan K. Dodd
Price: \$35,000.00
Pay to the order of: Betty K. Boyd
Mailing Address: 1666 Patton Chapel Road
Birmingham, 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 Stephens seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Stephens, Brown, Bowman and Carrington.

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

Oct-9-2014-928

A RESOLUTION REQUESTING EMERGENCY
TEMPORARY 24 HOUR WRECKER SERVICE TO BE PROVIDED BY
WEIL WRECKER SERVICE INC. FOR A TIME PERIOD NO GREATER
THAN 3 MONTHS AND WITHIN SAID TIME PERIOD NOT TO
EXCEED THE AMOUNT OF \$3,500.00 DOLLARS

WHEREAS, the County Fleet Manager has determined that temporary 24 hour emergency wrecker service is needed for vehicles with a gross vehicle weight rating (GVWR) greater than 10 thousand pounds, during regular operating hours and after hours until a permanent contract can be negotiated.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Fleet Manager is authorized, should the need arise, to request towing services to be provided for any and/or all County assets.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Fleet Manager be and hereby is authorized to execute any payments associated with possible services rendered.

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

Thereupon the Commission Meeting was recessed.

The Commission reconvened in regular session at the Birmingham Courthouse at 9:00 a.m., on Tuesday, October 21, 2014, David Carrington, 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 - T. Joe Knight
- District 5 - David Carrington

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

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

Thereupon the Commission Meeting was recessed.

The Commission reconvened in regular session at the Birmingham Courthouse at 10:15 a.m., on Tuesday, October 21, 2014, David Carrington, 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 - T. Joe Knight
- District 5 - David Carrington

Oct-21-2014-929

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized to execute a letter agreement between Jefferson County, Alabama and Balch & Bingham to provide representation and advice to Jefferson County regarding environmental and clean water compliance.

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

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, October 29, 2014.

President

ATTEST

Minute Clerk