

STATE OF ALABAMA)

JEFFERSON COUNTY) May 21, 2015

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

District 1 - George F. Bowman

District 2 - Sandra Little Brown

District 3 - James A. (Jimmie) Stephens

District 4 - Joe Knight

District 5 - David Carrington

Motion was made by Commissioner Knight seconded by Commissioner Carrington that the Minutes of May 7, 2015, be approved. Voting "Aye" Knight, Carrington, Bowman, Brown and Stephens.

The Commission met in Work Session on May 19, 2015, and approved the following items to be placed on the May 21, 2015, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Items 1 through 5.
- Commissioner Brown, Community Development and Human Resource Services Committee Items 1 through 11.
- Commissioner Stephens, Administrative, Public Works and Infrastructure Committee Items 1 through 31.
- Commissioner Knight, Judicial Administration, Emergency Management and Land Planning Committee Items 1, 2 and 5.
- Commissioner Carrington, Finance, Information Technology & Business Development Committee Items 1 through 26.

A Public Hearing was held to receive comments on the request from Housing Authority of the City of Bessemer, Alabama for vacation of sanitary sewer rights of way at Sunset Homes. There being no comments, the Commission took the following action.

May-21-2015-404

WHEREAS, Housing Authority of the City of Bessemer, Alabama 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:

All prescriptive Jefferson County sanitary sewer easements lying within the boundary of the following described property:

A parcel of land situated in the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 34, Township 18 South, Range 4 West, more particularly described as follows:

Commence at the Southwest corner of Section 34, Township 18 South, Range 4 West; thence in an Easterly direction along the Southerly line of said section a distance of 1,012.54 feet to a point on the Westerly right of way line of U.S. Highway 11; thence 56 degrees 50 minutes to the left in a Northeasterly direction along the Westerly right of way line of U.S. Highway 11 a distance of 135.18 feet to the point of beginning; thence 112 degrees 55 minutes to the left in a Northwest direction a distance of 1031.77 feet; thence 79 degrees 00 minutes 45 seconds to the right in a Northerly direction parallel with and 75 feet East of the West line of said section a distance of 973.0 feet; thence 60 degrees 00 minutes to the left in a Northwesterly direction a distance of 140 feet, more or less, to the Easterly right of way line of a County Road; thence 90 degrees 00 minutes to the right in a Northeasterly direction along the Easterly right of way line a distance of 50.0 feet; thence 90 degrees 00 minutes to the right in a Southeast direction a distance of 120 feet, more or less, to a point 75 feet East of the West line of said section; thence 120 degrees 00 minutes to the left in a Northerly direction parallel to and 75 feet East of the West line of said section a distance of 73.26 feet; thence 29 degrees 47 minutes to the right in a Northeast direction a distance of 35.23 feet to a point on the Southerly right of way line of Valley Creek; thence 66 degrees 52 minutes to the right in a Southeast direction a distance of 385.02 feet to the beginning of a curve to the left having a central angle of 29 degrees 18 minutes 6 seconds and a radius of 841.19 feet; thence along said curve a distance of 430.19 feet to a point; thence from the cord of said curve turn an angle of 41 degrees 54 minutes 18 seconds to the right in a Southeast direction a distance of 469.31 feet; thence 90 degrees 00 minutes to the right in a Southwest direction a distance of 200.0 feet; thence 90 degrees 00 minutes to the left in a Southeast direction a distance of 200.0 feet; thence 90 degrees 00 minutes to the right in a Southwest direction a distance of 759.69 feet; thence 90 degrees 00 minutes to the left in a Southeast direction a distance of 240.0 feet to a point on the

Westerly right of way line of U.S. Highway 11; thence 90 degrees 00 minutes to the right in a Southwest direction a distance of 50.0 feet to the point of beginning.

Excepted from this vacation:

10 feet on each side of any active or currently maintained Jefferson County Sanitary Sewer.

And any part of the above described easements to be vacated lying within the conveyances to Jefferson County as described in Deed 824 page 466 and Deed 826 page 218 as recorded in the Bessemer Probate Office of Jefferson County, Alabama.

Any part of the above described easements to be vacated lying within 10 feet of any active or currently maintained Jefferson County Sanitary Sewer.

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

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

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, that it assents and it does hereby assent to said, Housing Authority of the City of Bessemer, Alabama 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 Brown seconded by Commissioner Knight that the above resolution be adopted. Voting "Aye" Brown, Knight, Bowman, Carrington and Stephens.

May-21-2015-405

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Community Grant Agreement between Jefferson County, Alabama and Amateur Athletic Union of the United States, Inc. (AAU) to off-set the AAU's Alabama Cavaliers Basketball Sophomore Division with entry fees for the Super Regional Championship in Panama City, FL in the amount of \$5,000.

COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program, Amateur Athletic Union of the United States, Inc. ("AAU") applied for a grant of funds; and

WHEREAS, AAU is a 501(c)(3) organization which seeks assistance with funding the AAU's Alabama Cavaliers Basketball Sophomore Division with entry fees for the Super Regional Championship, so they can participate in the 2015 AAU National Boys' Basketball Super Regional Championship (May 29th - May 31st, 2015); and

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

WHEREAS, Commissioner George F. Bowman has recommended funding of \$5,000.00 to AAU, and the grant of such funds serves a good and sufficient public purpose.

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

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on September 30, 2015.
2. The County shall pay to AAU a lump sum payment of \$5,000.00 upon execution of this agreement.
3. AAU shall use the public funds to off-set the AAU's Alabama Cavaliers Basketball Sophomore Division with entry fees for the Super Regional Championship so they can participate in the 2015 AAU National Boys' Basketball Super Regional Championship (May 29th - May 31st, 2015).

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

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

5. AAU, shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other

supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by BBOE-BROWN, for a period of not less than three (3) years from termination of the fiscal year set out above.

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

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

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

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

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President - Jefferson County Commission
Amateur Athletic Union of the United States - B'ham Chapter
John Wood, President

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

May-21-2015-406

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Amendment to the Agreement between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services and Jimmie H. Harvey, Jr. to provide Hematology/Oncology services for the period February 1, 2015 - April 1, 2015 in the amount of \$20,250.

Contract ID: CON-0 004859

Jimmie H. Harvey, Jr., MD

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services "the County" and Jimmie H. Harvey, Jr., MD, hereinafter referred to as "Hematology-Oncology Provider," is hereby effective on February 1, 2015 as follows:

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract.

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

Amendment I of the contract between the parties which was approved by the Jefferson County Commission on April 24, 2014, and recorded in Minute Book 166; Page(s) 205, is hereby amended as follows:

- Extend the completed date of this contract from February 1, 2015 to Apr 1, 2015.
- Compensation shall not exceed \$20,250:
- During the term of this Agreement, professional liability insurance shall b furnished to Physician by County with such as County shall select, with Physician's consent, in the minimum amount of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggreg ate. County agrees to reimburse provider annually for medical malpractice lia ility insurance upon delivery of a certificate of insurance. Physician agrees to provide to County a certificate of insurance and comply with County risk management

policies.

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

JEFFERSON COUNTY, ALABAMA

James A. "Jimmie" Stephens, President

PROVIDER

Jimmie Harvey, Jr., MD

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

May-21-2015-407

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 Park Place Technologies to provide post-warranty maintenance on select data center hardware equipment for FY2015-2016 in the amount of \$13,164.

CONTRACT NO. 00006765

Contract Amendment No. I

This Amendment to Contract entered into the 1st day of May 2015, between Jefferson County, Alabama, hereinafter referred to as "the County, and Park Place Technologies, hereinafter referred to as the "Contractor" to provide Hardware Maintenance Support for Dell equipment in the Cooper Green datacenter.

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 follow

This contract amendment results from Jefferson County's Contract No. 00006765. The original contract between the parties referenced above, was approved by the Commission on November 20, 2014, MB 167, Page 233-235.

AMEND TERMS OF AGREEMENT AS FOLLOWS:

AUTHORIZATION TO PERFORM WORK: 9/30/2015 to 09/29/2016

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, with ut 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

James A. Stephens, President

Park Place Technologies

Jacqueline L. Canter, Director

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

May-21-2015-408

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Master Services Agreement between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services and Healthstream, Inc. for the purchase of Heathstream Learning Management System (LSM) software for employee education, competency management and corporate compliance for the period May 1, 2015 - March 31, 2018 in the amount of \$27,283.30 plus \$2,000 training fee for 1st year only.

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

May-21-2015-409

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services and the Alabama Department of Public Health for Cooper Green Mercy Health Services to screen non at-risk low income population for Colorectal Cancer ending June 29, 2015 in the amount of \$30,000 - revenue.

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

May-21-2015-410

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to sign Agreement No. 4-1/6-30-30-28 with Dayjon, Inc. to hire twelve (12) helpers for welding, production machinist and receptionist in the amount of \$100,880.00. Dayjon will be reimbursed 50% of the wages paid to eligible Adult and Dislocated Worker participants. The contract expires on April 30, 2016.

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

May-21-2015-411

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President, be hereby authorized, empowered and directed to execute this modification to the agreement between Jefferson County, Alabama and Engineering Service Associates, for the North Smithfield Storm Shelter. The purpose of this Modification is to extend the time of the contract with Jefferson County Commission and Engineering Service Associates for the North Smithfield Storm Shelter. The modification shall modify the time an additional 270 days at no additional cost. The original completion date was May 10, 2015. The new completion date shall be February 4, 2016. All other terms and conditions of the modified contract shall remain the same. All other terms and conditions of the original contract shall remain the same. This project is from the 2013 program year.

AMENDMENT TO CONTRACT #2

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

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract;

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

The contract between the parties which was approved by the Jefferson County Commission on April 10, 2014, and amended in Minute Book in Minute Book 167, Pages 394-395 on January 8, 2015, is hereby amended as follows:

The purpose of this Modification is to extend the time of the contract with Jefferson County Commission and Engineering Service Associates for the North Smithfield Storm Shelter. The modification shall modify the time an additional 270 days at no additional cost. The original completion date was May 10, 2015. The new completion date shall be February 4, 20 6. All other terms and conditions of the modified contract shall remain the same.

JEFFERSON COUNTY, AL

James A. Stephens, President - Jefferson County Commission

CONSULTANT

_____, President

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

May-21-2015-412

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President, be hereby authorized, empowered and directed to execute this modification to the agreement between Jefferson County, Alabama and NHB Group LLC., for the Concord Storm Shelter Project. This modification is to extend the contract requested by Amendment No. 1. The new completion dates shall be February 2, 2016. There is no cost associated with this amendment. All other terms and conditions of the original contract shall be remain the same. This project is from the 2013 Program Year.

AMENDMENT TO CONTRACT #1

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

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract.

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

The contract between the parties which was approved by the Jefferson County Commission on April 10, 2014, in Minute Book 166, Pages 175, is hereby amended as follows:

The purpose of this Modification is to extend the time of the contract with Jefferson County Commission and NHB Group for the Concord Storm Shelter. The modification shall modify the time an additional 270 days at no additional cost. The original completion to was May 15, 2015. The new completion date shall be February 9, 2016. All other terms an conditions of the modified contract shall remain the same.

JEFFERSON COUNTY, AL

James A. Stephens, President - Jefferson County Commission

CONSULTANT

_____, President - NHB Group, LLC

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

May-21-2015-413

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President, be hereby authorized, empowered and directed to execute this modification to the agreement between Jefferson County, Alabama and Thompson Architecture Inc., for the Warrior Storm Shelter Project. The modification is to extend the contract requested by Amendment #1. The new completion dates shall be January 22, 2016. There is no cost associated with the amendment. All other terms and conditions of the original contract shall remain the same. This project is from the 2013 program year.

AMENDMENT TO CONTRACT #1

This is an Amendment to the Contract by and Between Jefferson County, Alabama through the Department of Community & Economic Development, hereinafter called "the County", and Thompson Architecture, Inc, hereinafter called "the Contractor" for grant allocation PY13. The effective date of this agreement shall be March 27, 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 March 27, 2014, in Minute Book 166, Page 158, is hereby amended as follows:

The purpose of this Modification is to extend the time of the contract with Jefferson County Commission and Thompson Architecture, Inc. for the Warrior Storm Shelter- Trafford Road. The modification shall modify the time an additional 270 days at no additional cost. The original completion date was April 27, 2015. The new completion date shall be January 22, 2016. All other terms and conditions of the modified contract shall remain the same.

JEFFERSON COUNTY, AL

James A. Stephens, President - Jefferson County Commission
CONSULTANT

Robert Thompson, President

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

May-21-2015-414

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION President is authorized to sign Amendment #1 to the agreement with Goodwyn, Mills and Caewood. The amendment extends the contract period two months to May 31, 2015. All other terms of the agreement remains unchanged.

AMENDMENT No. 1

This Amendment No. 1, dated . 2015 will modify the Architectural Agreement for Interdisciplinary Services to the Jefferson County Community Development Department in support of a National Disaster Resilience Competition dated December 13, 2014, between Jefferson County Community and Economic Development Commission (OWNER) and Goodwyn, Mills and Cawood, Inc. (ARCHITECT) as follows:

ARTICLE 9 --- SCOPE OF THE AGREEMENT

§ 9.2 The Contract Period, or duration of this agreement, begins January 8, 2015 and ends May 31, 2015.

This Amendment in no way alters any other provisions of the amended paragraphs or any other provisions set forth in the original Agreement between the Owner and the Architect, of er than those specifically cited hereinabove.

ATTEST:

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President

Jefferson County Commission

ATTEST:

ARCHITECT:

Larry Watts, Director of Community Planning

Goodwyn, Mills and Cawood, Inc.

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

May-21-2015-415

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 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 Pleasant Grove Storm Shelter Project from the Community Development Block Grant Program.

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

May-21-2015-416

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 is authorized and hereby directed to execute the Finding of No Significant Impact for the Pleasant Grove Storm Shelter Project.

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

May-21-2015-417

WHEREAS, Jefferson County has received a Notice of Grant Award from the Alabama Department of Senior Services for a Senior Rx Partnership for Medication Access; and

WHEREAS, the grant assistance is increased by \$52,247.00 and the cumulative award is \$156,741.00; and

WHEREAS, the grant period is 10/1/2014 - 9/30/2015.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION President is authorized to sign the Notice of Grant Award with ADSS for the Senior Rx Partnership for Medication Access grant.

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

May-21-2015-418

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 Adamsville for Senior Nutrition Center Program. The agreement is in the amount of \$10,000.00 and is for the period October 1, 2014 through September 30, 2015.

CONTRACT AMENDMENT NO. 1

This Amendment to Contract entered into this 1st day of October, 2013 be Jefferson County, Alabama by and through the Jefferson County Office of Citizens Services (OSCS) hereinafter referred to as "the County" and the City of Adamsville, referred to as the "Agency".

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Agency wishes to amend the Contract.

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

The Contract between the parties entered into on the 1st day of October, 2013, which was approved by the Commission and recorded in Minute Book 165 page 448, is hereby follows:

Term is extended for an additional year and services shall commence on October 1, 2014 and end on September 30, 2015.

The dates for the center holiday are as follows:

November 11 th	Veteran's Day (observed)
November 27 th & 28 th	Thanksgiving
December 24 th - 31 st	Christmas Holiday
January 1 st - 2 nd	New Years
January 19 th	Martin Luther King Day
April 3 rd	Good Friday Easter (observed)

May 25 th	Memorial Day
July 3 rd	Independence Day
September 7 th	Labor Day

Centers must maintain a minimum attendance of 25 seniors in order to remain open.

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

JEFFERSON COUNTY COMMISSION

James A. Stephens, President

AGENCY

City of Adamsville

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

May-21-2015-419

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 Vestavia for Senior Nutrition Center Program. The agreement is in the amount of \$10,000.00 and is for the period October 1, 2014 through September 30, 2015.

CONTRACT AMENDMENT NO. 1

This Amendment to Contract entered into this 1st day of October, 2013 be Jefferson County, Alabama by and through the Jefferson County Office of Citizens Services (OSCS) hereinafter referred to as "the County" and the City of Vestavia Hills, referred to as the "Agency".

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Agency wishes to amend the Contract.

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

The Contract between the parties entered into on the 1st day of October, 2013, which was approved by the Commission and recorded in Minute Book 165 page 448, is hereby follows:

Term is extended for an additional year and services shall commence on October 1, 2014 and end on September 30, 2015.

The dates for the center holiday are as follows:

November 11 th	Veteran’s Day (observed)
November 27 th & 28 th	Thanksgiving
December 24 th - 31 st	Christmas Holiday
January 1 st - 2 nd	New Years
January 19 th	Martin Luther King Day
April 3 rd	Good Friday Easter (observed)
May 25 th	Memorial Day
July 3 rd	Independence Day
September 7 th	Labor Day

Centers must maintain a minimum attendance of 25 seniors in order to remain open.

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

JEFFERSON COUNTY COMMISSION

James A. Stephens, President

AGENCY

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

May-21-2015-420

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 Warrior for Senior Nutrition Center Program. The agreement is in the amount of \$10,000.00 and is for the period October 1, 2014 through September 30, 2015.

CONTRACT AMENDMENT NO. 1

This Amendment to Contract entered into this 1st day of October, 2013 be Jefferson County, Alabama by and through the Jefferson County Office of Citizens Services (OSCS) hereinafter referred to as "the County" and the City of Warrior, referred to as the "Agency".

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Agency wishes to amend the Contract.

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

The Contract between the parties entered into on the 1st day of October, 2013, which was approved by the Commission and recorded in Minute Book 165 page 448, is hereby follows:

Term is extended for an additional year and services shall commence on October 1, 2014 and end on September 30, 2015.

The dates for the center holiday are as follows:

November 11 th	Veteran's Day (observed)
November 27 th & 28 th	Thanksgiving
December 24 th - 31 st	Christmas Holiday
January 1 st - 2 nd	New Years
January 19 th	Martin Luther King Day
April 3 rd	Good Friday Easter (observed)
May 25 th	Memorial Day
July 3 rd	Independence Day
September 7 th	Labor Day

Centers must maintain a minimum attendance of 25 seniors in order to remain open.

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

JEFFERSON COUNTY COMMISSION

James A. Stephens, President

AGENCY

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

May-21-2015-421

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that upon the recommendation of the Interim Director of Roads and Transportation and the Director of Environmental Services, the President of the Commission is hereby authorized to execute the attached Quitclaim Deed No. 1- E R Development, Inc. - for the release of unused and not needed Sanitary Sewer Right-of-Way - proposed Highland Crescent Line Ref 01-61238 Deed 200310/1257.

Quit Claim Deed

THIS INSTRUMENT PREPARED BY:
James F. Henderson, Jr. County Property Manager
Right-of-Way Division,
Jefferson County Roads and Transportation
A200 Courthouse, 716 Richard Arrington Jr, Blvd N
Birmingham, AL 35203

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the sum of -----One and no/100-----DOLLARS (\$1.00) to in hand paid by the E R Development, Inc., the receipt whereof is acknowledged Jefferson County, a political subdivision of the State of Alabama, to the extent that it maintains any ownership or interest does remise, release, quit claim and convey to the said E R Development, Inc. all its right, title, interest, and claim in the following described real estate, to wit:

Part of that certain Sanitary Sewer Right-of-Way conveyed to Jefferson County, Alabama as recorded in Instrument 200310/1257 as recorded in the Probate Office of Jefferson County, Alabama and being more particularly described as follows:

Commence at the Southeast corner of Lot 1 of Highland Development as recorded in Map Book 192 Page 37 in the Probate Office

of Jefferson County, Alabama, and run in a Northerly direction along the Western right of way line of Milner Crescent for a distance of 28.90 feet; thence turn a deflection angle left of 91°32' 15" and run in a Westerly direction for a distance of 4.19 feet to a point; thence turn a deflection angle right of 13°33' 38" and run in a Northwesterly direction for a distance of 100.00 feet to a point; thence turn a deflection angle left of 58°01' 21" and run in a Southwesterly direction for a distance of 25 feet, more or less, to a Northerly Lot line of Lot 20A according to the survey of Highland Crescent Resurvey, as recorded in Map Book 240, Page 81 in the Probate Office of Jefferson County, Alabama, for the Point of Beginning of a 20 foot wide Sanitary Sewer Right of Way lying 10 feet each side of, parallel to and abutting the following described line; thence continue Southwesterly along the last described course a distance of 26 feet to a point (said point being 51 feet from last turn); thence turn a deflection angle left of 40°43'23" and run in a Southerly direction for a distance of 15 feet, more or less, to an Easterly Lot line of said Lot 20A and the end of said Sanitary Sewer Right-of-Way.

The outer boundaries of said Sanitary Sewer Right of Way being extended or trimmed as necessary to terminate at the Northerly and Easterly Lot lines of said Lot 20A.

TO HAVE AND TO HOLD, to the said, E R Development, Inc. its heirs and assigns forever.

Given under my hand(s) and seal(s), this 21st day of May, 2015.

JEFFERSON COUNTY, ALABAMA

Attest:

James A Stephens, President

Minute Clerk

Jefferson County Commission

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

May-21-2015-422

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that upon the recommendation of the Interim Director of Roads and Transportation and the Director of Environmental Services, the President of the Commission is hereby authorized to execute the attached Quitclaim Deed No. 2 for the release of unused and not needed Sanitary Sewer Right-of-Way -proposed Highland Crescent Line Ref01-61238 Deed 200310/1257.

Quit Claim Deed

THIS INSTRUMENT PREPARED BY:

James F. Henderson, Jr. County Property Manager
Right-of-Way Division,
Jefferson County Roads and Transportation
A200 Courthouse, 716 Richard Arrington Jr, Blvd N
Birmingham, AL 35203

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the sum of -----One and no/100-----DOLLARS (\$1.00) to in hand paid by the Highland Crescent Homeowners Association, Inc., the receipt whereof is acknowledged Jefferson County, a political subdivision of the State of Alabama, to the extent that it maintains any ownership or interest does remise, release, quit claim and convey to the said Highland Crescent Homeowners Association, Inc. all its right, title, interest, and claim in the following described real estate, to wit:

Part of that certain Sanitary Sewer Right-of-Way conveyed to Jefferson County, Alabama as recorded in Instrument 200310/1257 as recorded in the Probate Office of Jefferson County, Alabama and being more particularly described as follows:

Commence at the Southeast corner of Lot 1 of Highland Development as recorded in Map Book 192 Page 37 in the Probate Office of Jefferson County, Alabama, and run in a Northerly direction along the Western right of way line of Milner Crescent for a distance of 28.90 feet; thence turn a deflection angle left of 91°32' 15" and run in a Westerly direction for a distance of 4.19 feet to a point; thence turn a deflection angle right of 13°33' 38" and run in a Northwesterly direction for a distance of 100.00 feet to a point; thence turn a deflection angle left of 58°01' 21" and run in a Southwesterly direction for a distance of 51.00 feet; thence turn a deflection angle left of 40°43'23" and run in a Southerly direction for a distance of 15 feet, more or less, to a Westerly Line of Common Area B2 according to the survey of Highland Crescent Resurvey, as recorded in Map Book 240, Page 81 in the Probate Office of Jefferson County, Alabama, for the Point of Beginning of a 20 foot wide Sanitary Sewer Right of Way lying 10 feet each side of, parallel to and abutting the following described line; thence continue Southerly along the last described course a distance of 75 feet, more or less, to a point (said point being 90.00 feet from last turn),and the end of said Sanitary Sewer Right-of-Way.

The outer boundaries of said Sanitary Sewer Right of Way being extended or trimmed as necessary to terminate at the Westerly Line of said Common Area B2.

Given under my hand(s) and seal(s), this 21st day of May, 2015.

JEFFERSON COUNTY, ALABAMA

Attest:

James A Stephens, President

Minute Clerk

Jefferson County Commission

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

May-21-2015-423

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that upon the recommendation of the of the Interim Director of Roads and Transportation, the President of the Jefferson County Commission is hereby authorized to execute an an Agreement with Odom Management Properties, L.L.C. for the sale of property owned by Jefferson County being unused road right-of-way lying adjacent to I-20 in Irondale. An appraisal was submitted by an approved appraiser for the estimated value of the right-of-way being Seven Thousand, Five Hundred dollars (\$7,500.00).

THIS INSTRUMENT PREPARED BY:

James F. Henderson, Jr. County Property Manager

Right-of-Way Division, Jefferson County Roads and Transportation

A200 Courthouse, 716 Richard Arrington Jr, Blvd N

Birmingham, AL 35203

Quit Claim Deed

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the sum of -----Seven Thousand Five Hundred and no/100----- DOLLARS (\$7,500.00) in hand paid by Odom Management Properties, L.L.C., the receipt whereof is acknowledged Jefferson County, a political subdivision of the State of Alabama, to the extent that it maintains any ownership or interest does remise, release, quit claim and convey to the said Odom Management Properties, L.L.C., all its right, title, interest, and claim in the following described real estate, to wit:

A PORTION OF THE RIGHT OF WAY CONVEYED TO JEFFERSON COUNTY, ALABAMA AS RECORDED IN DEED BOOK 3022 PAGE 466 IN THE PROBATE OFFICE OF JEFFERSON COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NW CORNER OF THE SW 1/4 OF THE NW 1/4 OF SECTION 25, TOWNSHIP 17 SOUTH, RANGE 2 WEST; THENCE RUN S 00°40'53" E ALONG THE WEST LINE OF SAID SW 1/4 OF THE NW 1/4 FOR 395.76 FEET TO THE POINT OF BEGINNING OF HEREIN DESCRIBED PARCEL; THENCE CONTINUE S 00°40'53" E, ALONG SAID 1/4-1/4 LINE FOR 172.27 FEET TO A POINT SITUATED ON A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 42°07'41" A RADIUS OF 1206.28 FEET AND A CHORD BEARING OF N 25°25'17" E; THENCE RUN ALONG THE ARC OF SAID CURVE, NORTHEASTERLY, FOR 886.95 FEET TO ITS INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 20; THENCE RUN N 86°25'54" W ALONG SAID RIGHT OF WAY LINE FOR 40.86 FEET TO A FOUND CONCRETE MONUMENT; THENCE RUN N 84°37'04" W, ALONG SAID RIGHT OF WAY LINE FOR 79.15 FEET TO A POINT SITUATED ON A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 35°59'01" A RADIUS OF 1086.28 FEET AND A CHORD BEARING OF S 22°18'15" W; THENCE RUN ALONG THE ARC OF SAID CURVE, SOUTHWESTERLY FOR 682.22 FEET TO THE POINT OF BEGINNING AND THE END OF SAID PARCEL. CONTAINING 2.16 ACRES, MORE OR LESS.

LESS AND EXCEPT:

ANY PORTION LYING WITHIN THE RIGHT OF WAY OF INTERSTATE HIGHWAY NO. 20.

any portion lying within 10 feet of any currently active Jefferson County maintained sanitary sewer.

SUBJECT TO:

ANY EASEMENTS AND/OR RIGHTS OF WAYS OF RECORD.

all existing rights-of-way or easements for public utilities and to all utility facilities presently situated in ABOVE DESCRIBED PARCEL.

A PROHIBITION ON THE CONSTRUCTION, ERECTION, OR PLACEMENT OF BILLBOARDS OR OTHER ADVERTISING SIGNS ON THE PROPERTY HEREIN CONVEYED, AND SAID PROHIBITION SHALL OPERATE AS A COVENANT RUNNING WITH THE ABOVE-DESCRIBED LAND AND SHALL BIND BOTH PARTIES HERETO AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS IN OWNERSHIP.

TO HAVE AND TO HOLD, to the said Odom Management Properties, L.L.C., its heirs and assigns forever.

Given under my hand(s) and seal(s), this _____ day of _____, 2015.

JEFFERSON COUNTY, ALABAMA

Attest: James A Stephens, President Minute
Clerk Jefferson County Commission

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

May-21-2015-424

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the 2015 Resurfacing (4 Sites) Project - Phase 11, such certified bids having been open on May 11, 2015 and listed as follows:

<u>Contractor</u>	<u>Amount Bid</u>
1. Dunn Construction Co.	\$3,619,594.39
2. Midsouth Paving, Inc.	\$3,634,91159

WHEREAS, after tabulation and certification by the Roads and Transportation staff, it has been recommended that the contract for the 2015 Resurfacing (4 Sites) Project -Phase II, be awarded to Dunn Construction Company, Incorporated In the amount of \$3,619,594.39.

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President of Jefferson County Commission, be and he hereby is authorized, empowered and directed to execute the contract on behalf of Jefferson County, Alabama.

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

May-21-2015-425

STREET MAINTENANCE ACCEPTANCE

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

WHEREAS, Caldwell Cove, as shown in Caldwell Cove Subdivision, as situated in the SW 1/4 of Section 34, Township 18S, Range 2 W has been constructed to Jefferson County standards, and right-of-way has been dedicated and recorded for the purpose of public access; and

WHEREAS, Jefferson County Roads and Transportation Department maintains roads.

NOW, THEREFORE, BE IT RESOLVED, by the Jefferson County Commission that assents to acceptance of maintenance of the existing streets, as constructed and located within tile boundaries of the right-of-way recorded in Map Book 206, Page 90 in the Birmingham Division of the Jefferson County Probate Court.

Done at the regular session of the Commission of Jefferson County, this 21st day of May, 2015.

RECOMMENDED:

Tracy A. Pate, P. E.
Interim Director/ County Engineer

ATTEST: JEFFERSON COUNTY, AL
Minute Clerk James A. (Jimmie) Stephen, President
Jefferson County Commission

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

May-21-2015-426

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute Amendment No. 3 between Jefferson County, Alabama and Schneider Electric in the amount of \$129,896.00 to provide CitectSCADA and Vijeo Historian software and maintenance support.

STATE OF ALABAMA) CONTRACT NO.: 00005519 JEFFERSON COUNTY)

Contract Amendment No. 3 to CitectSCADA and Vijeo Historian Software and Maintenance Support

This document shall amend the agreement between Jefferson County, Alabama, hereinafter referred to as "the County, and Schneider Electric, hereinafter referred to as the "Contractor", and identified as the CitectSCADA and Vijeo Historian Software and Maintenance Support approved by Commission on the 15th day of August 2013.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract;

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

1. SCOPE OF SERVICES

The Scope of Work shall include Schneider Electric quote number 35149-15-26170 and SW215615_35149v2 for CitectSCADA software and support in the amount of \$129,896.00; quote number 35149-14-24747 and SW 215615_35149 v2 incorporated herein by reference and attached hereto.

2. 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.

3. COMPENSATION

\$129,896.00

JEFFERSON COUNTY COMMISSION

James A Stephens, President

SCHNEIDER ELECTRIC

_____, Authorized Representative

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

May-21-2015-427

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the Asset Management Program Priority Area 2 Structural Defect Identification and Repair, AM02-2014 such certified bids having been opened on Wednesday, January 14, 2015 and listed as follows:

<u>Contractor</u>	<u>Amount Bid</u>
1. Video Industrial Services, Inc.	\$5,661,934.50
2. Baird Contracting Company, Inc.	\$5,889,647.00
3. Global Construction & Engineering, Inc.	\$6,721,774.50
4. Layne Inliner, LLC	\$8,294,001.00

WHEREAS, after tabulation and certification by the Environmental Services staff, it has been recommended that the contract for the be Asset Management Program Priority Area 2 Structural Defect Identification and Repair. AM02-2014 awarded to Video Industrial Services, Inc., in the amount of \$5,661,934.50.

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President, be and he hereby is authorized, empowered and directed to execute the contract on behalf of Jefferson County, Alabama.

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

May-21-2015-428

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the Sanitary Sewer System Rehabilitation - Asset Management Program - Contract Rehab No. AM02-2014: Contract B - Sewer Replacement and Point Repairs, such certified bids having been opened on Wednesday, February 11, 2015 and listed as follows:

	<u>Contractor</u>	<u>Amount Bid</u>
1.	Baird Contracting Co., Inc.	\$7,624,840.00
2.	Russo Corporation	\$7,679,002.89
3.	Global Construction & Engineering, Inc.	\$8,574,361.00

WHEREAS, after tabulation and certification by the Environmental Services staff, it has been recommended that the contract for the Sanitary Sewer System Rehabilitation -Asset Management Program - Contract Rehab No. AM02-2014: contract B - Sewer Replacement and Point Repairs be awarded to Baird Contracting Co., Inc., in the amount of \$7,624,840.00.

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President, be and he hereby is authorized, empowered and directed to execute the contract on behalf of Jefferson County, Alabama.

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

May-21-2015-429

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute an Agreement for a Phase I Environmental Site Assessment for the Harriman Pump Station between Jefferson County and Building Diagnostic & Property Science in the amount of \$2,200.00.

CONTRACT NO: 7308

PHASE I ENVIRONMENTAL SITE ASSESSMENT HARRIMAN PUMP STATION

THIS AGREEMENT made this the day of April, 2015 by and between Jefferson County Alabama, hereinafter called "the County", and, Building Diagnostics & Property Science, called "the Contractor". The effective date of this agreement shall be April 2015.

WHEREAS, the County desires to contract for a Phase I Environmental Site Assessment for the Harriman Pump Station t to the Jefferson County Commission, hereinafter called "the County";

WHEREAS, the Contractor desires to furnish said services to the Environmental Services Department;

NOW, THEREFOR, 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 the County's request for a Phase I Environmental Site Assessment for the Harriman Pump Station . The attached scope of work details the services to be administered by the CONTRACTOR. The essential components of this Contract are adopted herein by reference. This contract document constitutes the entire agreement between the parties.

Total contract price (Lump Sum) \$2,200.00

CONTRACTOR will maintain all pricing as stated in the Scope of Work for the entire term of the contract.

CONTRACTOR is responsible for scheduling inspection with each plant manager prior to commencement of work.

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render professional services to the County at any time after the effective date of this Contract. The Contract term expires on September 30, 2016 with the option to renew for a period of up to two (2) additional one (1) year terms.

4. 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.

5. 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.

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. COMPENSATION: The Contractor shall be compensated for Services rendered at a cost shown on Item 2: Scope of Services. Payment terms are Net 30 days after receipt of invoice.
8. INDEPENDENT CONTRACTOR: The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for all applicable federal, state and local taxes, etc. and the County will not be obligated for same under this contract.
9. NON-DISCRIMINATION POLICY: Both parties agree that all services rendered under this contract will be done so without regard to race, creed, color, sex, national origin, religion or handicap.
10. MISCELLANEOUS REQUIREMENTS: Upon execution of this contract, the Contractor shall furnish the Jefferson County Finance Department with information required for Form 1099 reporting and other pertinent data required by law.
11. 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.
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.
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 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 Commercial General Liability insurance of \$1,000,000 per occurrence. Before beginning work, contract party shall file with the County evidence of insurance 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) Commercial General Liability; 2) Business Automobile Liability; 3) Worker's Compensation and Employer's Liability.
15. 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.
16. COUNTY FUNDS PAID: Contractor and the Contractor representative signed below certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of anything of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.
17. 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.
18. LIMITATION OF LIABILITY: NEITHER PARTY SHALL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES UNDER THIS AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OF THEIR POSSIBILITY.

THIS LIMITATION OF LIABILITY APPLIES BOTH TO PRODUCTS AND SERVICES CUSTOMER PURCHASES UNDER THIS AGREEMENT. BOTH PARTIES TOTAL LIABILITY ARISING OUT OF, OR IN CONNECTION WITH, ANY EVENT OR SERIES OF CONNECTED EVENTS OCCURRING IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE VALUE OF THE PRODUCTS OR SERVICES PURCHASED BY CUSTOMER PURSUANT TO THIS AGREEMENT SUBJECT TO THE CLAIM.

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, ALABAMA

James A. Stephens, President - Jefferson County Commission

CONTRACTOR

Marc L. Langlois, P. G., Environmental Department Manager

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

May-21-2015-430

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute an Agreement to Provide Professional Engineering Services for Valley Creek Wastewater Treatment Plant Energy and Process Optimization Improvements Project between Jefferson County and Hazen & Sawyer, P.C., in the amount of \$1,260,000.00.

AGREEMENT TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR

Jefferson County Environmental Services Department

Valley Creek Wastewater Treatment Plant

Energy and Process Optimization Improvements Project

This AGREEMENT, made this the _____ day of _____, 201_, by and between Jefferson County, in the State of Alabama as Party of the First Part, hereinafter referred to as the COUNTY, and Hazen and Sawyer (CONSULTANT) as Party of the Second Part, hereinafter referred to as the CONSULTANT.

WHEREAS, the said CONSULTANT has agreed and by these presents does agree with the COUNTY for the consideration hereinafter mentioned with payment to be administered by the COUNTY to accomplish the analysis and reporting for the Valley Creek Wastewater Treatment Plant – Energy and Process Optimization Improvements Project as outlined in the Scope of Work.

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

ARTICLE I – SCOPE OF WORK

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

This project consists of the design and bidding of improvements at the Valley Creek Wastewater Treatment Plant (Valley Creek WWTP) for the Jefferson County Commission. A preliminary engineering report entitled, "Valley Creek Wastewater Treatment Plant – Energy and Plant Optimization Study" (March 2012) was prepared for the Jefferson County Environmental Services Department (COUNTY) by Hazen and Sawyer (CONSULTANT) under a previous contract. The report consists of a series of technical memoranda which outline recommended repairs, modifications, changes in operations, and improvements to the Valley Creek WWTP which are anticipated to lower operational costs through improvements to automation, digester performance, digester gas utilization, energy management, and optimized operations. CONSULTANT will utilize the above referenced report to develop a basis of design report to document improvements to be included in the final design for the treatment facility.

As part of the project, the existing BioWin™ model of the plant will be updated with recent historical influent data provided by the COUNTY. Limited field sampling will be performed by CONSULTANT to allow a high-level assessment of the accuracy of the model output as compared to the recent historical data.

Engineering services performed during construction and startup services for the improvements at Valley Creek WWTP are not included in this proposal. It is anticipated that these services may be negotiated and awarded under a future amendment to this contract or under a future separate contract.

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

SECTION 1 – OBLIGATION OF CONSULTANT TO COUNTY

The CONSULTANT will perform the following engineering services: As described in Exhibit B – Scope of Work.

SECTION 2 – OBLIGATION OF THE COUNTY TO THE CONSULTANT

It is understood that the COUNTY will:

1. Furnish requirements for the project and provide full information as to its requirements for the project.
2. Assist the CONSULTANT by placing at their disposal all available information pertinent to the project, including previous reports and any other data relative to the project.
3. Designate a project manager to coordinate CONSULTANT's work and to assist as COUNTY's representative with respect to the work to be performed under this AGREEMENT.
4. Examine studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the CONSULTANT and render decisions in writing pertaining thereto within a reasonable time so as not to delay the services of the CONSULTANT.
5. Guarantee legal access to and make all provisions for the CONSULTANT to enter upon public and private lands as required for the CONSULTANT to perform the work under this AGREEMENT.
6. Advertise for proposals from bidders, open the proposals at the appointed time and place, and pay for all costs incidental thereto.
7. Give prompt written notice to the CONSULTANT whenever the COUNTY observes or otherwise becomes aware of any defect in the project.
8. Negotiate any right-of-way or easements with property owners.
9. Record right-of-way or easement acquisition documents in the Probate Office of Jefferson County.
10. Assume all costs of archaeological and vegetative studies, if required.
11. Assume all costs of public hearings, if required.
12. COUNTY will operate any plant equipment as necessary and reasonable to carry out the scope of work.
13. Pay for appearances before courts or boards regarding litigation related to the project(s), and/or preparatory work required in connection with such matters. Appearances before courts or boards regarding litigation related to errors or omissions of the CONSULTANT which result in legal proceedings against the OWNER shall not be charged to the OWNER, and shall not be items eligible for payment by the OWNER.
14. Pay for specialized geological studies, laboratory tests, concrete tests, special permits or easements, or other such analyses, special reports or reports recommended by the CONSULTANT and deemed to be necessary by the OWNER.
15. Examine tools, studies, reports, sketches, opinions of probable cost of construction, requests for qualifications, and other documents presented by the CONSULTANT, and shall render decisions in writing pertaining thereto within a reasonable time so as not to delay the services of the CONSULTANT.

SECTION 3 – CONFERENCES AND VISITS TO SITE

1. Conferences outlined in the scope of work will be held at the reasonable request of either the COUNTY or the CONSULTANT to discuss matters pertinent to any phase of the project. CONSULTANT will be entitled to additional compensation for any conferences requested by the COUNTY beyond those outlined in the scope of work in Section 2.
2. Requests for visits to the site may be made by the COUNTY or the CONSULTANT in conjunction with any other party or parties.

ARTICLE II – TIME OF BEGINNING AND COMPLETION

1. The CONSULTANT agrees to start work on the professional services outlined under Article I of this AGREEMENT within ten (10) days after receipt of written notice from the COUNTY to proceed. The COUNTY will not notify the CONSULTANT to commence work until this AGREEMENT has been formally approved by both parties.
2. The work to be performed shall be completed in accordance with the following schedule: As described in Exhibit C – Schedule. Should delays attributable to causes beyond the control of the CONSULTANT be encountered, such as would extend the contract work beyond the agreed upon three hundred eight-day period, the COUNTY may adjust the amount of this contract by amendment, so as to reflect the cost of additional expense items and additional fee, if any, arising from the change.
3. In case the COUNTY deems it advisable or necessary in the execution of the work to make any alteration which will increase or decrease the scope of work outlined in this AGREEMENT, the time limits specified herein may be adjusted in accordance with Article IV, Section 1.
4. The Contract shall remain in full effect until completion of the Scope of Work and acceptance of final payment by the CONSULTANT, up to the maximum term allowed by law.

ARTICLE III – PAYMENT

SECTION 1 – FEE

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

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

For the work contemplated under Article I, Section 1, compensation shall be computed on the basis of a Cost Not to Exceed contract to be paid by monthly invoice at the schedule of standard charges attached as Exhibit A. The contract shall include a maximum engineering cost of one million two hundred sixty thousand and 00/100 dollars (\$1,260,000.00). This contract amount shall not be exceeded except by formal amendment to this AGREEMENT.

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

SECTION 2 – FINAL ACCEPTANCE

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

ARTICLE IV – MISCELLANEOUS PROVISIONS

SECTION 1 – CHANGES OF WORK

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

SECTION 2 – OWNERSHIP OF ENGINEERING DOCUMENTS

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

SECTION 3 – CONSULTANT'S ENDORSEMENT

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

SECTION 4 – DELAYS AND EXTENSIONS

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

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

SECTION 5 – TERMINATION OR ABANDONMENT

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

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

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

B. If the AGREEMENT provides for a lump sum amount, final compensation to the CONSULTANT shall be determined by the

COUNTY establishing the percent of satisfactory work performed by the CONSULTANT prior to the termination of the AGREEMENT multiplied by the contract amount, less any payments previously made.

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

SECTION 6 – TERMINATION OF CONTRACT FOR BREACH

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

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

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

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

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

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

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

SECTION 7 – CONTROVERSY

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

SECTION 8 – RESPONSIBILITY FOR CLAIMS AND LIABILITY

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

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

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

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

A 30-day notification is required from the insurer to the COUNTY for any current or potential claim against the CONSULTANT that could affect the limits of their policy. Also, the CONSULTANT shall notify the COUNTY within 30 days about any present or future claims

that could affect their policy limits. The foregoing Indemnity Agreement shall not be limited by reason of any insurance coverage provided.

SECTION 9 – GENERAL COMPLIANCE WITH LAWS

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

SECTION 10 – SUBLETTING, ASSIGNMENT OR TRANSFER

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

SECTION 11 – EMPLOYMENT OF COUNTY WORKERS

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

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

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

SECTION 12 – CONTROL

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

SECTION 13 – CONDITIONS AFFECTING WORK

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

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

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

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

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

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

SECTION 14 – GOVERNING LAW/DISPUTE RESOLUTION

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

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

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

ARTICLE V

SECTION 1 – EXECUTORY CLAUSE

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

ARTICLE VI

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures, Hazen and Sawyer, on the ____ day of _____ 201_, and the COUNTY on the ____ day of _____ 201_.

Ron Taylor, P.E., Vice President

Hazen and Sawyer, P.C.

RECOMMENDED:

David Denard, Director of Environmental Services - Jefferson County

ATTEST:

Minute Clerk

JEFFERSON COUNTY COMMISSION

James A. Stephens, President

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

May-21-2015-431

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

CONDITIONAL CONSENT TO ENCROACHMENT AND RELEASE OF DAMAGES

THIS AGREEMENT made as of the day of , 20 , by and between JEFFERSON COUNTY, ALABAMA (the "County") and Firestone Flowers, LLC (the "Owner").

RECITALS:

Owner is the owner of real property being Lots 11 through 20 BLK 135 according to the survey of present plan and survey of the City of Birmingham as made by Elyton Land company in an unrecorded plat.

Owner will install foundation/pile caps over and adjacent to an existing Jefferson County sanitary sewer main located within a portion of existing public alley (Block 135) that is to be vacated by the City of Birmingham, (as shown on Exhibit "A", attached collectively, the "Improvements") for the purpose of serving the retail/apartment development. Said vacated alley then becomes a utility easement, for which the Owner and County mutually desire to enter into this Agreement to address the encroachment of the Improvements within the Easement.

AGREEMENT

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

- 1. In consideration of the mutual agreements herein, Owner agrees that the County may utilize the Easement for all intended purposes of the Easement, including, without limitation, any installation, repair, maintenance or replacement of sanitary sewer lines (collectively, the "Easement Rights"). Should the County deem it necessary to remove or disturb any of the Improvements in order to utilize the Easement for

its intended purposes or exercise the Easement Rights on subject property, the County may do so at any time in its discretion, and the reasonable methodology for installation, repair maintenance or replacement of sewer lines is totally at the discretion of the County and its Department of Environmental Services. If Owners' Improvements are damaged in any way due to the exercise of County's Easement Rights, the responsibility for the replacement of Owner's Improvements or personal property or for any repairs to personal property or the Improvements and the cost of any such repairs will be borne solely by the Owner. Owner fully and forever releases and discharges the County from any and all liability, cost, damage, or expense to the Improvements suffered or incurred by Owner as a result of the County's exercise of its Easement Rights inside the easement or improvements adjacent to the easement.

2. Subject to the foregoing agreements of Owner and the terms of this Agreement, the County grants Owner a license to continue the requested encroachment and that no other or greater or further improvements or encroachment whatsoever will be allowed. No such past, present or future encroachment whatsoever will constitute an adverse possession by Owner of the Easement or Easement Rights or constitute any form of waiver or abandonment of all or any part of the Easement or of any Easement Rights.

3. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

4. This Agreement together with the Easement constitutes the full and complete agreement of the parties with respect to the subject matter hereof, supersedes all prior discussions, correspondence and agreements with respect to the subject matter hereof and cannot be modified or amended except by a subsequent written agreement signed by Owner and the County.

5. In the event this Agreement is challenged by legal means by said Owner as a result of the County exercising its Easement Rights as defined in Item number one above, it shall be the responsibility of the Owner to cover any and all fines assessed by U.S. Environmental Protection Agency and the Alabama Department of Environmental Management as well as the cost of the cleanup of any sewage resulting from said challenge/delay. The Owner is also responsible for the cost of any damage to others including but not limited to personal property and bodily injury as a result of said challenge/delay. Furthermore, Owner agrees to pay all court costs incurred by the County as a result of the aforementioned.

6. This Agreement shall run with the land and be binding upon and inure to the benefit of the parties and their respective heirs, administrators, personal representatives, successors and assigns.

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

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President

Firestone Flowers , LLC

_____, Manager/Member

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

May-21-2015-432

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute an Agreement to Provide Professional Engineering Services for Village Creek Wastewater Treatment Plant Improvements -Phase 2 Project between Jefferson County and Hazen & Sawyer, P.C., in the amount of \$2,171,000.00.

AGREEMENT TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR

Jefferson County Environmental Services Department

Village Creek Wastewater Treatment Plant Improvements - Phase 2 Project

This AGREEMENT, made this the ____ day of ____, 201 __, by and between Jefferson County, in the State of Alabama as Party of the First Part, hereinafter referred to as the COUNTY, and Hazen and Sawyer (CONSULTANT) as Party of the Second Part, hereinafter referred to as the CONSULTANT.

WHEREAS, the said CONSULTANT has agreed and by these presents does agree with the COUNTY for the consideration hereinafter mentioned with payment to be administered by the COUNTY to accomplish the analysis and reporting for the Village Creek Wastewater Treatment Plant Improvements - Phase 2 Project as outlined in the Scope of Work.

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

ARTICLE I - SCOPE OF WORK

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

to beginning any work on this project.

This Project consists of the design, bidding, and construction of improvements at the Village Creek Wastewater Treatment Plant (Village Creek WWTP) for the Jefferson County Commission. A project entitled "Waste Gas Energy Recovery and Process Optimization Improvements" was previously designed for the Jefferson County Environmental Services Department (COUNTY) by Hazen and Sawyer (CONSULTANT) under a previous contract. That project consisted of numerous improvements to the Plant 001 liquids train, Plant 002 liquids train, and Plant 001 solids handling facilities at the Village Creek WWTP. In July 2012, approximately 25 percent of the facilities that were included in the original design were selected and bid as a separate "Immediate Needs" project, which is currently nearing the end of construction.

The COUNTY now plans to construct the remaining facility upgrades from the original "Waste Gas Energy Recovery and Process Optimization Improvements" project that were not included in the "Immediate Needs" project as well as additional facilities that staff have identified as in need of improvement or modification.

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

SECTION 1 - OBLIGATION OF CONSULTANT TO COUNTY

The CONSULTANT will perform the following engineering services: As described in Exhibit B - Scope of Work.

SECTION 2 - OBLIGATION OF THE COUNTY TO THE CONSULTANT

It is understood that the COUNTY will:

1. Furnish requirements for the project and provide full information as to its requirements for the project.
2. Assist the CONSULTANT by placing at their disposal all available information pertinent to the project, including previous reports and any other data relative to the project.
3. Designate a project manager to coordinate CONSULTANT's work and to assist as COUNTY's representative with respect to the work to be performed under this AGREEMENT.
4. Examine studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the CONSULTANT and render decisions in writing pertaining thereto within a reasonable time so as not to delay the services of the CONSULTANT.
5. Guarantee legal access to and make all provisions for the CONSULTANT to enter upon public and private lands as required for the CONSULTANT to perform the work under this AGREEMENT.
6. Advertise for proposals from bidders, open the proposals at the appointed time and place, and pay for all costs incidental thereto.
7. Give prompt written notice to the CONSULTANT whenever the COUNTY observes or otherwise becomes aware of any defect in the project.
8. Negotiate any right-of-way or easements with property owners.
9. Record right-of-way or easement acquisition documents in the Probate Office of Jefferson County.
10. Assume all costs of archaeological and vegetative studies, if required.
11. Assume all costs of public hearings, if required.
12. COUNTY will operate any plant equipment as necessary and reasonable to carry out the scope of work.
13. Pay for appearances before courts or boards regarding litigation related to the project(s), and/or preparatory work required in connection with such matters. Appearances before courts or boards regarding litigation related to errors or omissions of the CONSULTANT which result in legal proceedings against the OWNER shall not be charged to the OWNER, and shall not be items eligible for payment by the OWNER.
14. Pay for specialized geological studies, laboratory tests, concrete tests, special permits or easements, or other such analyses, special reports or reports recommended by the CONSULTANT and deemed to be necessary by the OWNER.
15. Examine tools, studies, reports, sketches, opinions of probable cost of construction, requests for qualifications, and other documents presented by the CONSULTANT, and shall render decisions in writing pertaining thereto within a reasonable time so as not to delay the services of the CONSULTANT.

SECTION 3 - CONFERENCES AND VISITS TO SITE

1. Conferences outlined in the scope of work will be held at the reasonable request of either the COUNTY or the CONSULTANT to discuss matters pertinent to any phase of the project. CONSULTANT will be entitled to additional compensation for any conferences requested by the COUNTY beyond those outlined in the scope of work in Section 2.
2. Requests for visits to the site may be made by the COUNTY or the CONSULTANT in conjunction with any other party or parties.

ARTICLE II - TIME OF BEGINNING AND COMPLETION

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

2. The work to be performed shall be completed in accordance with the following schedule: As described in Exhibit C - Schedule. Should delays attributable to causes beyond the control of the CONSULTANT be encountered, such as would extend the contract work beyond the agreed upon period, the COUNTY may adjust the amount of this contract by amendment, so as to reflect the cost of additional expense items and additional fee, if any, arising from the change.

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

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

ARTICLE III - PAYMENT

SECTION 1 - FEE

For services performed by the CONSULTANT under this AGREEMENT, and as full and complete compensation therefore, including all expenditures made and all expenses incurred by the CONSULTANT in connection with this AGREEMENT, except as otherwise provided herein, and subject to and in conformity with all provisions of this AGREEMENT, the COUNTY will pay the CONSULTANT as follows: For the work contemplated under Article I, Section 1, compensation shall be computed on the basis of a Cost Not to Exceed contract to be paid by monthly invoice at the schedule of standard charges attached as Exhibit A. The contract shall include a maximum engineering cost of two million, one hundred seventy-one thousand and 00/100 dollars (\$2,171,000.00). This contract amount shall not be exceeded except by formal amendment to this AGREEMENT.

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

SECTION 2 - FINAL ACCEPTANCE

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

ARTICLE IV - MISCELLANEOUS PROVISIONS

SECTION 1 - CHANGES OF WORK

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

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

SECTION 5 - TERMINATION OR ABANDONMENT

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

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

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

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

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

SECTION 6 - TERMINATION OF CONTRACT FOR BREACH

1. The Contract may be terminated by the COUNTY for CONSULTANT's breach of any substantive provision of the Contract including,

but not limited to, any of the following reasons:

- A. Substantial evidence and belief that the progress being made by the CONSULTANT is insufficient to complete the Work within the specified time.
 - B. Deliberate failure on the part of the CONSULTANT to proceed with the Work when so instructed by the COUNTY or to observe any requirement of these Specifications.
 - C. Failure on the part of the CONSULTANT to promptly make good any defects in the work that may be called to his attention by the COUNTY.
 - D. In case the CONSULTANT becomes insolvent or is declared bankrupt, or allows any final legal judgment to stand against him unsatisfied, or shall make an assignment for the benefit of his creditors.
2. Before the Contract is terminated, the CONSULTANT will first be notified in writing by the COUNTY of the conditions which make termination of the Contract imminent. Fifteen (15) days after notice is given, if no effective effort has been made by the CONSULTANT to correct the conditions for which complaint is made, the COUNTY may declare the Contract terminated and will notify the CONSULTANT accordingly.
3. Upon receipt of notice from the COUNTY that the Contract has been terminated, the CONSULTANT shall immediately discontinue all operations, safely secure all items of the Work, and remove his equipment. The COUNTY may then proceed with completion of the Work in any lawful manner that it may elect, until it is finally completed. When thus finally completed, the total cost of the Work (including all previous payments made to the CONSULTANT) will be computed and if this total cost is greater than the Contract price, the difference shall be paid to the COUNTY by the CONSULTANT.

SECTION 7 - CONTROVERSY

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

SECTION 8 - RESPONSIBILITY FOR CLAIMS AND LIABILITY

1. The CONSULTANT shall be responsible for all damage to life and property due to its activities and that of its subcontractors, agents or employees in connection with its services under this AGREEMENT. The CONSULTANT specifically agrees that its subcontractors, agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.
2. The CONSULTANT agrees to indemnify, hold harmless and defend the COUNTY, its elected officials, officers and employees (hereinafter referred to in this paragraph collectively as "COUNTY"), from and against any and all loss, expense against or imposed upon COUNTY because of bodily injury, death or property damage, real or personal, including loss of use thereof arising out of or as a consequence of breach of any duty or obligation of the CONSULTANT included in this AGREEMENT, negligent acts, errors or omissions including engineering design even though such injuries or death or damage to property is claimed to be due to the negligent acts, errors or omissions of the CONSULTANT, his subcontractors, the Contractor, his subcontractor, the COUNTY, its elected officials, officers or employees. Nothing contained in this paragraph should be construed to obligate CONSULTANT to indemnify the COUNTY for its own negligence, the negligence of its contractors or subcontractors or others.
3. The CONSULTANT, without extra compensation, shall carry insurance of the kinds in amounts set out below. All insurance shall be by companies authorized to do business in Alabama involving those types of insurance. Before beginning work, the CONSULTANT shall file with the COUNTY a certificate from his insurer showing the amount of insurance carried and the risk covered there by or a copy of the required insurance policies.

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

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

SECTION 9 - GENERAL COMPLIANCE WITH LAWS

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

SECTION 10 - SUBLETTING, ASSIGNMENT OR TRANSFER

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

SECTION 11 - EMPLOYMENT OF COUNTY WORKERS

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

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

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

SECTION 12 - CONTROL

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

SECTION 13 - CONDITIONS AFFECTING WORK

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

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

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

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

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

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

(1) Withholding of payments to the CONSULTANT under the contract until the CONSULTANT complies and/or

(2) Cancellation, termination or suspension of the contract, in whole or in part.

SECTION 14 - GOVERNING LAW/DISPUTE RESOLUTION

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

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

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration

law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

ARTICLE V

SECTION 1 - EXECUTORY CLAUSE

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

ARTICLE VI

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures, Hazen and Sawyer, on the _____ day of 201 , and the COUNTY on the _____ day of 201 .

Ronald L. Taylor, P. E., Vice President

Hazen and Sawyer

RECOMMENDED:

David Denard, Director of Environmental Services Jefferson County

ATTEST:

Minute Clerk

JEFFERSON COUNTY COMMISSION

James A. Stephens, President

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

May-21-2015-433

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the 4th Avenue SW Sanitary Sewer Replacement project, such certified bids having been open on Wednesday, April 1, 2015 and listed as follows:

	<u>Contractor</u>	<u>Amount Bid</u>
1.	Jordan Excavating, Inc.	\$ 1,144,884.00
2.	Global Construction & Engineering, Inc.	\$ 1,437,615.00
3.	Russo Corporation	\$ 1,572,680.55
4.	Haren Construction Company, Inc.	\$ 1,588,282.00
5.	Cleary Construction, Inc.	\$ 1,990,870.00
6.	Baird Contracting Co., Inc.	\$ 2,094,846.00

WHEREAS, after tabulation and certification by the consulting engineer Hazen and Sawyer Environmental Engineers & Scientists, and review by the Environmental Services staff, it has been recommended that the contract for the 4th Avenue SW Sanitary Sewer Replacement project be awarded to Jordan Excavating, Inc. in the amount of \$ 1,144,884.00.

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be and hereby is authorized, empowered and directed to execute the contract on behalf of Jefferson County, Alabama.

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

May-21-2015-434

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be authorized to execute a permit agreement between Jefferson County, Alabama and the Alabama Department of Transportation for the accommodation of utility facilities on public right-of-way for the construction of a sewer service line in U.S. Highway 31 in the City of Vestavia Hills.

BE IT FURTHER RESOLVED that the President be authorized to execute an agreement with America's First Federal Credit Union for the construction of a sewer service line in the right-of-way of U.S. Highway 31 in the City of Vestavia Hills, at no cost to the County.

Special Permit Agreement for the Accommodation of Utility Facilities on Public Right-of-Way

Project Number:

Permit No.

P.E.

R.O.W.

Utilities

Construction

Maintenance Section

Location of Accommodation:

Milepost 268 to 269

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 hereinafter referred to as the UTILITY.

WITNESSETH

WHEREAS, the UTILITY desires to have its facilities accommodated on public highway right-of-way in County, Alabama, said project or maintenance section being designated as , and consisting approximately of the following: approximately 26 linear feet of 4 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 UTILITY 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 between the parties hereto as follows:

1. The UTILITY will install its facilities on public right-of-way in accordance with the UTILITY'S plans and specifications as approved by the STATE, which are hereby made a part hereof by reference.
2. The UTILITY will conform to the provisions of the latest edition of the 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. 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.
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 UTILITY 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 UTILITY will file with the STATE a bond or certified check in the amount of \$20,000 made payable to the Alabama Department of Transportation to guarantee the faithful performance of the provisions of this Agreement and to guarantee that the UTILITY will maintain this work suitable to the STATE for a period of one year from completion and acceptance by the STATE. At the end of one year from such completion and acceptance of this work, the STATE will return the bond or certified check to the UTILITY provided all provisions of this Agreement have been complied with. Otherwise, the STATE will apply the certified check or proceed under the bond for the repair of the right-of-way. The UTILITY will in no wise be relieved of its obligations due to the acts of the STATE in such regard.
7. The work approved by this Permit Agreement will be performed by the Utility at no cost to the State during design or construction of Project No.

No reimbursement will be made to the UTILITY for the relocation of any facility installed under this Permit Agreement if such facility conflicts with work required by said construction project. Reimbursement for future relocations of the UTILITY'S facilities on future projects will be in accordance with State law in effect at the time such relocations are 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 Permit Agreement on the project site at all times while said work is being performed.
10. The UTILITY will perform or cause to be performed the work applied for in this permit contract and will restore the highway 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 UTILITY.
11. 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 UTILITY provided by law with respect to the construction, operation or maintenance of its facilities on the public right-of-way.
12. The UTILITY 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 that a NOR is not required, the UTILITY must submit to ALDOT a Best Management Practices (BMP) plan to control sediment run-off.
13. 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 BMP's into compliance and to pay for any fines, assessments, etc. that may be issued to ALDOT by ADEM/EPA.
14. To the fullest extent permitted by law, the APPLICANT shall defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, and its agents, servants, employees and/or facilities 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, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the APPLICANT, anyone directly or indirectly employed by the APPLICANT or anyone for whose acts APPLICANT may be liable.

The term "hold harmless" includes the obligation of the APPLICANT to pay damages awarded against and legally recoverable from the State of Alabama, or the Alabama Department of Transportation, or its officers, agents, servants, and/or employees in both individual and official capacities whose acts or omissions that were the basis of the liability were performed within the course and scope of their employment.

15. The UTILITY stipulates that the specific use of these facilities located on public right-of-way is:
 The UTILITY further stipulates that should this specific use change at any time that the UTILITY will immediately notify the State of the change.

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

WITNESS:	Environmental Services Department
APPROVED AS TO FORM:	James A. "Jimmie" Stephens, President
	Jefferson County Commission

Mr. Jim R. Ippolito, Jr., Chief Counsel, Alabama Department of Transportation

RECOMMENDED FOR APPROVAL:

District Manager
 Division Engineer

ALABAMA DEPARTMENT OF TRANSPORTATION ACTING BY AND THROUGH ITS TRANSPORTATION DIRECTOR
 Maintenance Engineer
 Utilities Engineer

AGREEMENT

This Agreement entered into this ____ day of _____, 20____, by and between Jefferson County, Alabama (hereinafter referred to as Jefferson County) and America's First Federal Credit Union (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 a portion of 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 a MB01 Permit Agreement with ALDOT providing for Jefferson County to perform such installation upon the stipulation that the Owner actually performs such installation and indemnifies 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 Benefited 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 a MB01 Permit Agreement with ALDOT ("ALDOT Agreement") providing for installation of a 4 inch sewer service line connecting to an existing Jefferson County sanitary sewer crossing a portion of 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 benefited 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 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__.

America's First Federal Credit Union

William J. Connor - Chief Executive Officer

Jefferson County, Alabama

James A. "Jimmie" Stephens, President - Jefferson County Commission

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

May-21-2015-435

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

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

May-21-2015-436

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

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

May-21-2015-437

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Breal Stephen Hulsey is hereby denied.

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

May-21-2015-438

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the personal injury claim by Marcia Robinson has been denied.

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

May-21-2015-439

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the personal injury claim by William and Barbara Harris has been denied.

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

May-21-2015-440

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the personal injury claim by Joshua Reeves has been denied.

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

May-21-2015-441

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the property damage claim of Teresa Shadoan in the amount of Six Hundred Sixty Four and 99/100 (\$664.99) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to Teresa Shadoan in the amount of \$664.99 and forward it to the County Attorney for disbursement.

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

May-21-2015-442

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Bernard Gabis in the amount of Two Thousand Five Hundred Thirty One and 50/100 (\$2,531.50) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to Bernard Gabis in the amount of \$2,531.50 and forward it to the County Attorney for disbursement.

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

May-21-2015-443

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Rodrick Rutledge in the amount of Five Hundred Fifty Two and 11/100 (\$552.11) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby authorized and directed to issue a check made payable to Rodrick Rutledge in the amount of \$552.11 and forward it to the County Attorney for disbursement.

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

May-21-2015-444

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Central Park Baptist Church in the amount of Ten Thousand Eight Hundred Forty Six and 00/100 (\$10,846.00) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to Central Park Baptist Church in the amount of \$10,846.00 and forward it to the County Attorney for disbursement.

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

May-21-2015-445

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Kevin Harris and Katri Selander in the amount of Seven Thousand Five Hundred Thirty Nine and 45/100 (\$7,539.45) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to Kevin Harris and Katri Selander in the amount of \$7,539.45 and forward it to the County Attorney for disbursement.

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

May-21-2015-446

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Daniel and Vicki Frederick in the amount of One Thousand Four Hundred Forty Two and 75/100 (\$1,442.75) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby authorized and directed to issue a check made payable to Daniel and Vicki Frederick in the amount of \$1,442.75 and forward it to the County Attorney for disbursement.

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

May-21-2015-447

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that th vehicle damage claim of Brian Knuckles in the amount of One Thousand Nineteen an 96/100 (\$1,019.96) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby authorized and directed t issue a check made payable to Brian Knuckles in the amount of \$1,019.96 and forward it to the County Attorney for disbursement.

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

May-21-2015-448

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the plumber reimbursement claim of Billy Russell in the amount of Two Hundred Eighty Five an no/100 (\$285.00) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to Billy Russell in the amount of \$285.00 and forward it to the County Attorney for disbursement.

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

May-21-2015-449

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the plumber reimbursement claim of Mary Moore in the amount of One Thousand Two Hundred and no/100 (\$1,200.00) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue check made payable to Mary Moore in the amount of \$1,200.00 and forward it to the County Attorney for disbursement.

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

May-21-2015-450

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

Third Amended Agreement with Yarbrough Company, Inc. to provide food services at the Birmingham and Bessemer Jail for the period June 1, 2015 - May 31, 2016 in the amount of \$603,528.92.

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

May-21-2015-451

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Community Grant Program agreement between Jefferson County, Alabama and Independence Place, Inc. (IP) use the public funds to assist with the renovations of IP to purchase tables and chairs for the seniors that come to the rec center in the amount of \$5,000.

COMMUNITY GRANT PROGRAM

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

WHEREAS, under this Program, Independence Place, Inc. ("IP") applied for a grant of funds for \$5,000.00; and

WHEREAS, the Independence Place is a 501(c)(3) organization requesting funds to help fund their IP Program Activities Grant which provides activities programs to the community's intellectually disabled adults. The IP program provides programs to enhance the quality of life of intellectually disabled individuals through connections to social and recreational outlets, as well as support network to their families and/or caregivers; and

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

WHEREAS, Commissioner T. Joe Knight has recommended funding of \$5,000.00 to IP, and the grant of such funds serves a good and sufficient public purpose.

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

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on September 30, 2015.
2. The County shall pay to IP a lump sum payment of \$5,000.00 upon execution of this agreement.
3. IP shall use the public funds to assist with transportation fees associated with other transportation to and from activities for dependents of IP. ANY PASS-THROUGH FOR OTHER USES OR PURPOSES IS PROHIBITED.
4. IP, shall deliver to the Jefferson County Finance Department, with a copy to the Jefferson County Manager, a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by October 30, 2015, whichever shall occur first.
5. IP shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by IP, for a period of not less than three (3) years from termination of the fiscal year set out above.
6. IP representative signed below certifies by the execution of this agreement that no part of the funds paid by the County pursuant to the community grant shall be passed-through to another entity or individual that is not specifically identified or described in the scope of work of this agreement.
7. IP representative signed below certifies by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement nor any part of services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certifies that neither IP, nor any of its officers, partners, owners, agents, representatives, employees or parties in interest in any way colluded, conspired or connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee in any manner whatsoever to secure or obtain this agreement and further certifies that, except as expressly set out in the above, no promise or commitment of any nature whatsoever or anything of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this agreement.
8. Any violation of the foregoing certifications shall constitute a breach and default of this agreement which shall be cause for termination. Upon such termination, Contractee shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

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

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President - Jefferson County Commission

INDEPENDENCE PLACE, INC.

Carrie Jones, Incorporator/President

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

May-15-2015-452

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the liquor application submitted by Darshan, Inc, applicant; Dinesh R. Patel, Member/Store Manager; d/b/a McCalla Texaco located at 5528 Eastern Valley Road, McCalla, AL 35111 for an off-premise (050) retail beer and a (070) retail table wine license, be and hereby is approved.

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

May-15-2015-453

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request from Karen Dunn Burks, Circuit Clerk - Bessemer Division for compensation for serving as Absentee Elections Manager for the Special Election held on February 10, 2015 in the amount of \$9,200 (46 days @ \$200 per day/per election), be and hereby is approved.

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

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

JEFFERSON COUNTY COMMISSION
Finance Department
Unusual Demands
5/21/2015

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	Doc No
DISTRICT 1	1000193	JEFFERSON CO TREASURER	CONTROLS FOR SEWAGE LIFT PUMPS AND 3-36" POST MARK	GEN SVCS: ADMINISTRATION	582.62	1900089523
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCHASE OF 4 GASKETS FOR DOORS AT THE BH JAIL.	GEN SVCS: ADMINISTRATION	109.82	1900087908
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCHASE A SET OF CASTERS TO INSTALL OVENS AT JAIL	GEN SVCS: ADMINISTRATION	192.60	1900089647
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCHASE OF CONCRETE MIX FOR DOG POUND.	GEN SVCS: ADMINISTRATION	55.93	1900089652
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCHASE A HOSE SPRAYER FOR LAUNDRY.	GEN SVCS: ADMINISTRATION	6.99	1900089672
DISTRICT 1	1000193	JEFFERSON CO TREASURER	CONCRETE MIX FOR FAMILY COURT.	GEN SVCS: ADMINISTRATION	42.97	1900089750
DISTRICT 1	1000193	JEFFERSON CO TREASURER	SIX 1/2" NUTS & BOLTS SQUARE HEADS FOR GSOC	GEN SVCS: ADMINISTRATION	10.00	1900089797
*DISTRICT 1					1,000.93	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	SUPPLIES/CLOTHING FOR RESIDENTS	YOUTH DET: SUPPT SVCS	216.84	1900089777
DISTRICT 2	1019445	SHAWNE WADDY	ASSESSOR REIMBURSEMENT - SHAWNE WADDY 4/24/15	PER BD: TESTING	202.00	1900089669
DISTRICT 2	1020858	DERRY JOHNSON	TRAVEL: D. JOHNSON_REFUND (WASINGTON, DC AUG 2014)	SENIOR CITIZEN SER	989.46	1900089748
DISTRICT 2	1022669	HALI CHAMBERS	ASSESSOR REIMBURSEMENT - HALI CHAMBERS 4/13/2015	PER BD: TESTING	125.00	1900089392
DISTRICT 2	1029262	JOSEPH SAMPSON	ASSESSOR REIMBURSEMENT - JOSEPH SAMPSON 4/24/15	PER BD: TESTING	317.40	1900089658
DISTRICT 2	1030879	PATRICIA CANTU	ASSESSOR REIMBURSEMENT - PATRICIA CANTU 4/24/15	PER BD: TESTING	175.00	1900089665
DISTRICT 2	1030884	EDDIE WILDER	ASSESSOR REIMBURSEMENT - EDDIE WILDER 4/24/2015	PER BD: TESTING	125.00	1900089660
DISTRICT 2	1031041	KENNETH PRATT	ASSESSOR REIMBURSEMENT - KENNETH PRATT 4/24/15	PER BD: TESTING	175.00	1900089668
DISTRICT 2	1031686	EDWARD MORAN	ASSESSOR REIMBURSEMENT - EDWARD MORAN 4/2015	PER BD: TESTING	511.37	1900089657
DISTRICT 2	1031690	GENEA STEPHENS	ASSESSOR REIMBURSEMENT - GENE STEPHENS 4/24/15	PER BD: TESTING	241.00	1900089659
DISTRICT 2	1031780	DUANE ODOM	ASSESSOR REIMBURSEMENT - DUANE ODOM 4/24/15	PER BD: TESTING	325.07	1900089667
DISTRICT 2	1031798	SONYA GILLESPIE	ASSESSOR REIMBURSEMENT - SONYA GILLESPIE-CARTER 4/	PER BD: TESTING	125.00	1900089666
DISTRICT 2	1032975	KALAN NORRIS	ASSESSOR REIMBURSEMENT - KALAN NORRIS 4/24/15	PER BD: TESTING	425.51	1900089654
DISTRICT 2	1033001	MICHAEL SODEN	ASSESSOR REIMBURSEMENT - MICHAEL SODEN 4/24/2015	PER BD: TESTING	146.47	1900089656
DISTRICT 2	1033002	CYNTHIA FRYE	ASSESSOR REIMBURSEMENT - CYNTHIA FRYE 4/24/2015	PER BD: TESTING	175.00	1900089655
DISTRICT 2	1033033	ZEDRICK DEAN	ASSESSOR REIMBURSEMENT - ZEDRICK DEAN 4/24/15	PER BD: TESTING	125.00	1900089661
DISTRICT 2	1033034	ANNA HATTER	ASSESSOR REIMBURSEMENT - ANNA HATTER 4/24/2015	PER BD: TESTING	125.00	1900089663
DISTRICT 2	1033035	CHARLES DEVINNER	ASSESSOR REIMBURSEMENT - CHARLES DEVINNER 4/24/15	PER BD: TESTING	125.00	1900089662
DISTRICT 2	1033036	RON JENNINGS	ASSESSOR REIMBURSEMENT - RON JENNINGS 4/24/15	PER BD: TESTING	443.33	1900089664
*DISTRICT 2					5,093.45	
DISTRICT 3	1000128	JEFF CO DEPUTY TREASURER	KEYS/PHONE REPLACEMENT	SHERIFF ENFORCE-BHAM	106.50	1900089379
DISTRICT 3	1000128	JEFF CO DEPUTY TREASURER	PETTYCASHBRODIE-SANITIZER WIPES FOR INMATE INTAKE	SHER CORRECT-BHAM	35.72	1900089536
DISTRICT 3	1000128	JEFF CO DEPUTY TREASURER	PETTYCASH-BRODIE-CAR WASH CHEMICALS FOR JAIL VEHIC	SHER CORRECT-BHAM	16.81	1900089537
DISTRICT 3	1000128	JEFF CO DEPUTY TREASURER	PETTYCASH BRODIE-HAND SANITIZER FOR JAIL	SHER CORRECT-BHAM	13.96	1900089535
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PETTY CASH FOR MILEAGE	STORM WATER MGT DEPT	8.30	1900088448
DISTRICT 3	1000193	JEFFERSON CO TREASURER	HANDLE GRIP & SMALL TOOLS - CAMP BESSEMER	R&T: HIGHWAY MAINT-BESS	154.54	1900088450
DISTRICT 3	1000193	JEFFERSON CO TREASURER	SCREWS, DRILL BITS, PAPER, HEATERS	R&T: HIGHWAY MAINT-KETONA	174.96	1900088449
DISTRICT 3	1000193	JEFFERSON CO TREASURER	FUEL	SHERIFF ENFORCE-BHAM	48.41	1900089274
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PVC CHECK VALVE & FITTINGS, ICE MAKER WATER PUMP	ES: PACKAGE WWTP & PUMP STA	255.31	1900089531
DISTRICT 3	1000193	JEFFERSON CO TREASURER	DAMPERS, CDL PORTION OF DRIVER'S LICENSE	ES: CONSTRUCT SEWER LINE	130.42	1900089326
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PETTY CASH-BASSETT-DUPLICATE KEYS	SHERIFF ENFORCE-BIRMINGHAM	12.00	1900089507
DISTRICT 3	1000193	JEFFERSON CO TREASURER	WELDING HELMENT, RODS, TV, OFFICE SUPPLIES, DRILL	R&T: HIGHWAY MAINT-KETONA	314.82	1900089562
DISTRICT 3	1000193	JEFFERSON CO TREASURER	CDL RENEWAL - TRAFFIC DIVISION	R&T: TRAFFIC ENGINEERING	31.25	1900089573
DISTRICT 3	1000193	JEFFERSON CO TREASURER	FIRE ANT KILLER, SEVEN DUST, AND TIE DOWNS	ES: TURKEY CREEK WWTP	92.83	1900089594
DISTRICT 3	1000193	JEFFERSON CO TREASURER	MILEAGE-JEFFCO V. WISE AND JEFFCO V. HENDON ENG.	COUNTY ATTORNEY	20.25	1900089534
DISTRICT 3	1000193	JEFFERSON CO TREASURER	EXTENSION LADDER - HIGHWAY ENGINEERING	R&T: HIGHWAY ENG & CONSTR	249.00	1900089538
DISTRICT 3	1000193	JEFFERSON CO TREASURER	FACE SHIELD, HEAD PLASTIC RATCHET - CAMP KETONA	R&T: HIGHWAY ENG & CONSTR	30.16	1900089522
DISTRICT 3	1000193	JEFFERSON CO TREASURER	ELECTRONIC TRANSFER OF COUNTY FILES TO CD	ES: BARTON LAB	277.50	1900089775
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PARKING FEE;WATER COOLER;EARPLUGS;	ES: FIVE MILE CREEK WWTP	442.50	1900089673
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REPAIR ON OVERHEAD DOOR AT BESS CAMP FLEET	FLEET MGMT: ADMINISTRATION	475.00	1900089808
DISTRICT 3	1000193	JEFFERSON CO TREASURER	GREASE FOR CLARIFIER ARM	ES: LEEDS WWTP	10.98	1900089696
DISTRICT 3	1000193	JEFFERSON CO TREASURER	FUSES FOR UV SYSTEM	ES: LEEDS WWTP	7.18	1900089698
DISTRICT 3	1000193	JEFFERSON CO TREASURER	CDL RENEWAL, SMALL TOOLS, DRILL BITS, SEAT COVER	R&T: HIGHWAY MAINT-KETONA	116.65	1900089790
DISTRICT 3	1000193	JEFFERSON CO TREASURER	WEEDEATER, HOSE	ES: VILLAGE MAINT SHOP	636.96	1900089805
DISTRICT 3	1000193	JEFFERSON CO TREASURER	SURGE PROTECTORS - TRAFFIC DIVISION	R&T: TRAFFIC ENGINEERING	25.94	1900089651
DISTRICT 3	1000193	JEFFERSON CO TREASURER	RATCHET STRAPS,PLYWOOD,SPRAYER NOZZLES,WEED TRIM	ES: PACKAGE WWTP & PUMP STA	332.84	1900089796
DISTRICT 3	1000193	JEFFERSON CO TREASURER	BELT FOR CUTTER DECK DRIVE;WEF MEMBERSHIP;	ES: FIVE MILE CREEK WWTP	292.50	1900089801
DISTRICT 3	1000193	JEFFERSON CO TREASURER	WEEDEATER CORD	ES: LEEDS WWTP	14.97	1900089697
DISTRICT 3	1000270	A ALLEN RAMSEY PC	COLLECTION FEES INV# 31682	FINANCE SEWER SERVICES	3.27	1900089825
DISTRICT 3	1000270	A ALLEN RAMSEY PC	COLLECTION FEES INV# 31685	FINANCE SEWER SERVICES	67.86	1900089828
DISTRICT 3	1000270	A ALLEN RAMSEY PC	COLLECTION FEES INV# 31675	FINANCE SEWER SERVICES	89.52	1900089824
DISTRICT 3	1000270	A ALLEN RAMSEY PC	COLLECTION FEES INV# 31684	FINANCE SEWER SERVICES	386.01	1900089827
DISTRICT 3	1000270	A ALLEN RAMSEY PC	COLLECTION FEES INV# 31683	FINANCE SEWER SERVICES	3,305.17	1900089826
DISTRICT 3	1000270	A ALLEN RAMSEY PC	COLLECTION FEES INV# 31686	FINANCE SEWER SERVICES	170.91	1900089829
DISTRICT 3	1033025	GARY L HUFFSTUTLER	REFUND FOR OVERPAYMENT & FB ACCT # W0-88093(D)	FINANCE SEWER SERVICES	66.16	1900089816
DISTRICT 3	1033026	DANIEL CHASTAIN	REFUND FOR OVERPAYMENT & FB ACCT # W0-10595(D)	FINANCE SEWER SERVICES	27.13	1900089815
DISTRICT 3	1033027	P CHRISTOPHER DUNCAN	REFUND FOR OVERPAYMENT & FB ACCT # W0-63420(D)	FINANCE SEWER SERVICES	118.30	1900089817
DISTRICT 3	1033028	PERRY L WALLS	REFUND FOR OVERPAYMENT & FB ACCT # W0-12413(D)	FINANCE SEWER SERVICES	57.93	1900089814
DISTRICT 3	1033029	JOAN M FLAGG	REFUND FOR OVERPAYMENT & FB ACCT # W0-10966(D)	FINANCE SEWER SERVICES	50.70	1900089813
DISTRICT 3	1033030	JOHN P WILLIAMS	REFUND FOR OVERPAYMENT & FB ACCT # W0-2229(D)	FINANCE SEWER SERVICES	65.97	1900089812
DISTRICT 3	1033031	MALCHUS & SONS	REFUND FOR OVERPAYMENT & FB ACCT # W0-117012(D)	FINANCE SEWER SERVICES	38.72	1900089811
DISTRICT 3	1033032	ZAKIE KHAN	REFUND FOR OVERPAYMENT & FB ACCT # W0-68310(D)	FINANCE SEWER SERVICES	252.75	1900089810
DISTRICT 3	1033067	LARRY WOODS	REFUND FOR OVERPAYMENT & FB ACCT # W0-8408(D)	FINANCE SEWER SERVICES	74.58	1900089818
DISTRICT 3	1033068	KANIKIA SAVAGE	REFUND FOR OVERPAYMENT & FB ACCT # M 11-1229(D)	FINANCE SEWER SERVICES	62.16	1900089819
DISTRICT 3	1033069	MAIN ST MARKET PLACE	REFUND FOR OVERPAYMENT & FB ACCT # W0-82770(D)	FINANCE SEWER SERVICES	1,487.73	1900089820
DISTRICT 3	1033070	WEBBPAK INC	REFUND FOR OVERPAYMENT & FB ACCT # W0-102192(D)	FINANCE SEWER SERVICES	912.19	1900089821
DISTRICT 3	1033072	CECIL L MAYO	REFUND FOR OVERPAYMENT & FB ACCT # W0-84327D	FINANCE SEWER SERVICES	279.28	1900089823
DISTRICT 3	1033073	ESTATE OF FRANCES A SELF	REFUND FOR OVERPAYMENT & FB ACCT # W0-83359(D)	FINANCE SEWER SERVICES	33.09	1900089822
*DISTRICT 3					11,877.69	
DISTRICT 4	1000193	JEFFERSON CO TREASURER	EMA - TRAVEL, VEHICLE, FOOD POSTAGE	EMA	525.50	1900089653
DISTRICT 4	1000587	JEFF CO TREASURER	NOV 4 GENERAL ELECTION	BD OF REGISTRARS	20,554.30	1900089745
*DISTRICT 4					21,079.80	
DISTRICT 5	1000193	JEFFERSON CO TREASURER	REVENUE-REIMB POSTAGE & GENERAL OFFICE SUPPLIES	REVENUE	219.96	1900089445
DISTRICT 5	1003211	BANK OF NEW YORK MELLON	ADMIN FEE 2003A GO 4/1/14 -3/31/15	FINANCE ADMINISTRATION	2,200.00	1900090062
*DISTRICT 5					2,419.96	
**					41,471.83	

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

May-21-2015-454

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, THAT THE FOLLOWING REPORT FILED BY THE PURCHASING DEPARTMENT BE, AND THE SAME HEREBY IS APPROVED. RECOMMENDATIONS FOR CONTRACTS ARE BASED UPON THE LOWEST BIDS MEETING SPECIFICATIONS.

FOR WEEK OF 4/28/15 - 5/4/15

1. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM GENUINE PARTS COMPANY/NAPA, ATLANTA, GA, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR THE PERIOD OF 1/01/15 – 3/31/15.
SAP PURCHASE ORDER # 2000084419 CHANGE ORDER \$12,000.00 REFERENCE BID # 115-13
PURCHASE ORDER \$52,000.00 TOTAL

FOR WEEK OF 5/5/15 - 5/11/15

1. GENERAL SERVICES FROM RAPISCAN SYSTEM, CHICAGO, IL, TO AWARD BID FOR WALK THROUGH METAL DETECTORS AND X-RAY MACHINES FOR THE PERIOD OF 5/21/15 – 5/20/16. REFERENCE BID # 77-15
2. SHERIFF'S DEPARTMENT FROM MOTOROLA INCORPORATED, ATLANTA, GA, TO PURCHASE RADIO BATTERIES.
SAP PURCHASE ORDER # 2000086652 \$5,873.00 TOTAL STATE OF ALABAMA CONTRACT # T300
3. SHERIFF'S DEPARTMENT FROM PELL FLEET SAFETY EQUIPMENT, PELL CITY, AL, TO PURCHASE PATROL SAFETY EQUIPMENT. SAP PURCHASE ORDER # 2000086657 \$25,098.53 TOTAL REFERENCE BID #90-14
4. EMERGENCY MANAGEMENT AGENCY (EMA) FROM VERIZON WIRELESS, DALLAS, TX, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR VERIZON CELL PHONE MAINTENANCE.
SAP PURCHASE ORDER # 2000082365 CHANGE ORDER \$1,600.00 PURCHASE ORDER \$7,600.00 TOTAL
5. COOPER GREEN MERCY HEALTH SERVICES FROM LABORATORY CORPORATION OF THE SOUTH, BURLINGTON, NC, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR THE CONTINUATION OF LABORATORY TESTING FOR THE PERIOD OF 10/01/15 – 9/30/15. SAP PURCHASE ORDER # 2000085483
CHANGE ORDER \$110,000.00 REFERENCE BID # 22-14 PURCHASE ORDER \$226,000.00 TOTAL

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

May-21-2015-455

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE EXCEPTION REPORT FILED BY THE PURCHASING DIVISION FOR THE WEEK OF 4/28/15 - 5/4/15 and 5/5/15 - 5/11/15, BE AND HEREBY IS APPROVED.

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

May-21-2015-456

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE ENCUMBRANCE REPORT FILED BY THE PURCHASING DIVISION FOR THE WEEK OF 4/28/15 - 5/4/15 and 5/5/15 - 5/11/15, BE AND HEREBY IS APPROVED.

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

May-21-2015-457

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission does hereby ratify the Jefferson Credit Union Visa credit card statement - closing date April 24, 2014.

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

May-21-2015-458

WHEREAS, Jefferson County has an existing Agreement with Tata America International Corporation to provide software maintenance and support services for the Revenue Management System "Tax Mantra"; and

WHEREAS, Jefferson County desires to exercise its option to extend the software maintenance and support services for the twelve month period beginning July 1, 2014 and ending June 30, 2015; and

WHEREAS, Tata America International Corporation desires to provide continued software maintenance and support services in accordance with the terms of the initial Agreement.

NOW, THEREFORE BE IT RESOLVED by the Jefferson County Commission that the optional one year extension with Tata America International Corporation to provide software maintenance and support services for the County's Revenue Management System "Tax Mantra" is hereby approved.

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

STAFF DEVELOPMENT

Multiple Staff Development

Board of Equalization

Scott Baker	(State funds)	\$178.50
Kim Blue		\$178.50
Veronica Bass		\$623.06
Remeca Williams		\$673.01
Thomas Carew		\$672.45
Patricia LaRue		\$573.11
Monica Evans		\$573.11
Courtney Parker		\$673.01
Kingsley Moore		\$733.50
Residential Appraisal Manual Foley, AL – June 21-26, 2015		

Roads and Transportation

Michael Deming		\$1,116.96
Robert Eaton		\$1,116.96
Gary Cochran		\$1,116.96
BiJay Singh		\$1,276.79
Safety Inspection of In Service Bridges Montgomery, AL – June 8-19, 2015		
Tracy Pate		\$945.36
Kellie Johnson		\$1,502.34
Laura Carter		\$1,502.34
Alabama Emergency Summer Conference Mobile, AL – June 21-27, 2015		

Tax Collector - Birmingham

Mark Florence		\$2,175.53
Teresa Brakefield		\$2,175.53
Association of Alabama Tax Administrators Conference Orange Beach, AL – June 14-18, 2015		

Individual Staff Development

Board of Equalization

Lisa Meuse	(State Funds)	\$1,614.16
Association of Alabama Tax Administrators Conference Orange Beach, AL – June 14-18, 2015		

Revenue

Norman Smith		\$250.00
CROAA Class Hoover, AL – May 20-22, 2015		
Edgar Woodis		\$3,137.19
Tax Audit Fort Wayne, IN & Davenport, IA – August 16-29, 2015		

Tax Assessor - Bessemer

Reginald Threadgill	(State funds)	\$758.56
Exemptions and Abatements Montgomery, AL – June 2-5, 2015		

Tax Assessor - Birmingham Barbara Henderson Exemptions and Abatements Montgomery, AL – June 2-5, 2015	(State funds)	\$728.4
Tax Collector - Bessemer Grover Dunn Association of Alabama Tax Administrators Conference Orange Beach, AL – June 14-18, 2015		\$1,836.50
For Information Only		
Personnel Board Jim Greene Gadsden State Community College Job Fair Gadsden, AL - April 15, 2015		\$25.00
Kim Kinder SHRM Annual Conference Las Vegas, NV – June 28 - July 1, 2015		\$2,236.68
Sheriff's Office Terrill Hogeland Timothy Pugh \$1,110.00 Rappell Master Certification Class Fort Payne, AL – May 26-28 and June 22-25, 2015		\$1,110.00
Jeremy Comans Clint Bowden \$157.50 Advanced Undercover Operations Meridian, MS – June 19-26, 2015		\$157.50
Aubrey Finley FBINAA Career Development Orange Beach, AL – June 7-11, 2015		\$898.62
Jude Washington Alabama Narcotics Conference Orange Beach, AL – May 4-7, 2015		\$588.47
John Michael IACIS Basic Computer Forensics Course Lake Mary, FL – May 3-16, 2015		\$4,815.28
Willie Hardley Jr. International Conference of Police Chaplains Sacramento, CA – July 11-18, 2015		\$1,942.11

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

BUDGET TRANSACTIONS

1. Sheriff's Office \$70,000
Increase revenue and expenditures to record funds from the City of Madison to purchase vehicles and add a purchasing memorandum to purchase two SUV's with police equipment.
Motion was made by Commissioner Carrington seconded by Commissioner Knight that the Budget Transaction be approved. Voting “Aye” Carrington, Knight, Bowman, Brown and Stephens.

May-21-2015-459

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Teklinks, Inc. to provide maintenance support for EMCDisk Extender for the period March 20, 2015 - March 19, 2016 in the amount of \$10,055.20.

CON-00007336

EMC Disk Extender Maintenance

THIS AGREEMENT entered into this 20th day of March, 2015, by and between Jefferson hereinafter called "the County", and Teklinks, Incorporated, hereinafter called the contractor' Summit Parkway, Birmingham, AL 35209. The effective date of this agreement shall be March 20, 2015.

WHEREAS, the County desires to contract for EMC Disk Extender Maintenance 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 an hereby agrees to perform the services hereinafter set forth.
2. **SCOPE OF SERVICES:** This contract results from Jefferson County Commission Information Technology Department request for EMC Disk Extender Maintenance. TekLinks quote # AAAQ78106 constitutes essential components of this Contract and is adopted herein by reference. Teklinks quote and this constitute the entire agreement between the parties. The Scope of Service is listed in Exhibit A
3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall render service to Jefferson County Commission at any time after the effective date of thi Contract effective dates are March 24, 2415 - March 19, 2016, with the County's option to renew for two (2) additional one (1) year terms.
4. **COMPENSATION:** \$10,055.20
5. **ASSIGNMENT:** No portion of the proposal or resulting project contract may be sold, assigned conveyed to a third party without the express written consent of Jefferson County. Should J 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. subcontract, the Successful Offeror must maintain a continuous effective business relationship with the sub-contractor(s) 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.
6. **STATEMENT OF CONFIDENTIALITY:** Contractor agrees that any information accessed or gained of those duties will be maintained in absolute confidence and will not be released, discussed, to any party or parties for any reason whatsoever, except as required in the conduct of duties required or where disclosure is required by law or mandated by a court of law.
7. **GOVERNING LAW/DISPUTE RESOLUTION:** The parties agree that this contract is made and 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 Birmingham Division.
8. **INDEPENDENT CONTRACTOR:** The Contractor acknowledges and understands that the per contract is as an independent contractor and as such, the Contractor is obligated for all a; state and local taxes, etc.
9. **NON-DISCRIMINATION POLICY:** The contractor will not discriminate against any employee 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 treat employment, without regard to their race, color, religion, sex, national origin, age, disability 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 compensation; and selection for training, including apprenticeship.
10. **MISCELLANEOUS REQUIREMENTS:** Upon execution of this contract, the Contractor shall fur County Finance Department with information required for Form 1099 reporting and other pertinent data required by law.
11. **LIABILITY:** The Contractor shall not, without prior written permission of the COUNTY specifically authoring them to do so, represent or hold themselves out to others as an agent of or act on behalf of 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 its agents, subcontractors or employees under this Contract.
12. **TERMINATION FOR CONVENIENCE:** Upon Thirty (30) days written notice to the Contractor without cause and without prejudice to any other right are remedy to the County, elect 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 fair and reasonable sums for such work: (2) for expenses sustained prior to the effective date in performing services and furnishing labor, materials or equipment as required by the Agreement in connection with any uncompleted work; and (3) for reasonable expenses directly attributable to termination excluding loss of anticipated revenue or other economic loss arising out of or resulting from such termination
13. **AMENDMENT OF AGREEMENT:** This Contract contains the entire understanding of the parties 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 attach part of this Contract. A written request must be made to the County and an amended will be executed.

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

15. STATEMENT OF COMPLIANCE: By signing this contract, the contracting parties affirm, or 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.

16. 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 contract or nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in a 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 thi Agreement, no promise or commitment of any nature whatsoever of anything of value whatsoever ha been made or communicated to any such governing body member or employee or official as inducement r consideration for this Agreement.

17. 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 t e 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.

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

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

Jefferson County Commission
James Stephens, President

Teklinks, Inc.,
_____, Authorized Signature

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

May-21-2015-460

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the General Retirement System take the following action:
Geoffrey L. Parker, Sheriff's Office was granted a military leave of absence from October 2, 2014 to March 21, 2015, and the amount of pension contributions due Geoffrey L. Parker is \$1,505.04 plus the County matching contributions of \$1,505.04 for a total of \$3,010.08.

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

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

May-21-2015-461

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the reappointment of Rob Fowler to serve on the Red Mountain Park Commission beginning upon approval and ending May, 2019, be and hereby is approved.

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

May-21-2015-462

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the contract between Jefferson County, Alabama and Telmate, Inc., approved at Minute Book 167, PG. 129, on October 9, 2014, is hereby terminated for convenience of the County effective thirty (30) days following the adoption of this resolution.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Manager shall immediately notify Telmate, Inc. of this action.

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

STAFF DEVELOPMENT

Tax Assessor - Birmingham	
Gaynell Hendrix	\$2,075.49
Summer Conference AATA	
Orange Beach, AL – June 13-2015 - June 18, 2015	

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

Thereupon the Commission Meeting was recessed.

The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 9:00 a.m., Thursday, June 4, 2015.

President

ATTEST

Minute Clerk