

STATE OF ALABAMA)

JEFFERSON COUNTY) August 28, 2014

The Commission convened in regular session at the Birmingham Courthouse at 1:30 p.m., David Carrington, President, presiding and the following members present:

District 2 - Sandra Little Brown

District 3 - James A. (Jimmie) Stephens

District 4 - Joe Knight

District 5 - David Carrington

Motion was made by Commissioner Stephens seconded by Commissioner that Brown that the Minutes of August 14, 2014, be approved. Voting "Aye" Stephens, Brown, Carrington and Knight.

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The Commission met in Work Session on August 26, 2014, and approved the following items to be placed on the August 28, 2014, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Items 1 through 3.
- Commissioner Brown, Community Service and Roads and Transportation Committee Items 1 through 16.
- Commissioner Carrington, Administrative Services Committee - Items 1 through 16 and an additional resolution.
- Commissioner Knight, Land Planning and Development Services, Emergency Management Agency, Board of Registrars and Courts, Inspection Services Committee Items 1, 2 and one additional item.
- Commissioner Stephens, Finance & Information Technology Committee Items 1 through 28 and Addendum Items 1 through 3.

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A Public Hearing was held to receive comments on the request from Thomas F. Talbot for vacation of a portion of road right of way lying between Highway 280 and the Clover Leaf Drive bridge in the Mountain Brook area.

Aug-28-2014-695

WHEREAS, Thomas F. Talbot are/is the owner(s) of the land abutting the following described road right-of-way, situated in Jefferson County, Alabama, to-wit:

**DESCRIPTION OF PROPERTY TO BE VACATED:**

Description:

Part of the Right-of-Way of Clover Leaf Drive lying in the NE ¼ of the NE ¼ of Section 21, Township 18 South, Range 2 West. Said Right-of-Way being part of that certain Right-of-Way conveyed to Jefferson County by Deed 4977 Page 250 as recorded in the Probate Office of Jefferson County, Alabama and being more particularly described as follows:

Commence at the southwest corner of the NE ¼ of the NE ¼ of Section 21, Township 18 South, Range 2 West, thence easterly along the south boundary of said quarter-quarter 85 feet, thence turning an angle of 68° 20' to the right, southeasterly 274 feet to the northern edge of the Birmingham - New Merkle pavement. Thence turning an angle of 180° northwesterly a distance of 4.0 feet; thence following the arc of a circular curve turning to the right, where radius is 274.4 feet, through an arc distance of 281.31 feet and a central angle of 58° 45'; thence northeasterly and tangent to said curve 88 feet, more or less, to the Northeasterly Right-of-Way of U.S. Highway 280 and the Point of Beginning of a 40 foot wide right-of-way lying 20 feet each side of, parallel to and abutting the following described line; thence continue along the last described course a distance of 153 feet, more or less, (241 feet from last curve); thence along the arc of a circular curve turning to the left, said curve having a radius of 410.3 feet and a central angle of 31° 30'; thence along the arc of said curve a distance of 137 feet, more or less, to the northeast boundary line of that certain Sanitary Sewer Right-of-Way described in Instrument No. 9802/7870 as recorded in the Probate Office of Jefferson County, Alabama.

Less and except that certain Sanitary Sewer Right-of-Way described in Instrument No. 9802/7870 as recorded in the Probate Office of Jefferson County, Alabama.

Less and except any part lying within 10 feet of the centerline of any currently existing Jefferson County maintained sanitary sewers within the road right-of-way to be vacated.

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, Thomas F. Talbot, the tract of land as above-described and that the above-described property be and the same is hereby vacated and annulled, and that all public rights and easements therein divested of the property; subject, however, to all existing rights-of-way or easements for public utilities and to all utility facilities presently situated in said area vacated subject to this provision. A check in the amount of \$100 has been received for administrative fees.

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

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Aug-28-2014-696

BLUE CROSS BLUE SHIELD THIRD PARTY ADMINISTRATOR  
CONTRACT FOR JEFFERSON COUNTY COMMISSION'S  
SELF-INSURED ACTIVE & RETIREE HEALTH INSURANCE PLAN  
FISCAL YEAR 2014 - 2015

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be and hereby is, authorized to execute an agreement between Jefferson County and Blue Cross Blue Shield of Alabama to provide administration of the County's self-insured health insurance plan effective October 1, 2014 to September 30, 2015 at a cost of \$32.40 per employee per month, plus \$0.75 per contract per month for the Data Accumulation Interface Fee for Mental Health carve out.

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

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Aug-28-2014-697

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

WHEREAS, Health Plan coverage generally will be provided to eligible individuals prior to age 65 who are vested and thus entitled to receive, either currently or in the future, a monthly benefit under the rules and regulations of The General Retirement System for Employees of Jefferson County (the "Pension Plan") and to eligible dependents of such individuals as more fully described below; and

WHEREAS, the Commission periodically issues a booklet (the "Plan Booklet") that sets out effective Health Plan rules, procedures, features and benefits and that has a Table of Contents including one or more (or all) of the following topics: (1) Summary Of Health Benefits; (2) Eligibility; (3) COBRA Coverage; (4) Benefit Conditions; (5) Health Benefits; (6) Coordination Of Benefits (COB); (7) Subrogation; (8) Claims And Appeals; (9) General Information; (10) Customer Service; (11) Health Benefit Exclusions; and (12) Definitions; and

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

WHEREAS, the Commission desires to acknowledge employee and retiree contributions and dedicated service by continuing the Health Plan for the October 1, 2014 through September 30, 2015 Plan Year; provided, however, that the Commission shall retain authority to terminate or amend the Health Plan at any time for any reason.

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

1. Employee Contributions. Eligible employees' Health Plan contributions for single and family Health Plan coverage shall be determined on a monthly basis for the October 1, 2014 through September 30, 2015 Plan Year by the Director of the Human Resources Department of Jefferson County (the "Director") on the following basis:

Single Coverage for 10/01/14 - - 09/30/15: \$117.92 per month

Family Coverage for 10/01/14 - - 09/30/15: \$341.01 per month

2. Retiree Contributions. Eligible Retirees' (as defined in Paragraph 3 below) Health Plan participant contribution levels shall be determined on a monthly basis for the October 1, 2014 - September 30, 2015 Plan Year by the Director per the rate table attached to this Resolution (the "Rate Table") and be based upon an Eligible Retiree's age as of the date that Health Plan coverage first becomes effective and the Eligible Retiree's years of service with Jefferson County. To the extent the Rate Table does not specify a participant contribution level for an Eligible Retiree's age and/or years of service, the Director shall determine a participant contribution level for the Eligible Retiree based upon the same formula(s) that were used to set the contribution levels in the Rate Table. The participant contribution level for a Disability Pensioner (as defined in Paragraph 5 below) and his or her Eligible Dependents (as defined in Paragraph 4 below) shall be determined under the Rate Table based upon 30 years of service and an Eligible Employee age of sixty-four (64) years (the "Disability Rate") regardless of the individual's actual years of service or age. When a Medicare-eligible individual is treated as an Eligible Employee under Paragraph 5 below solely for the purposes of Health Plan enrollment of Eligible Dependents, (i) the Disability Rate shall apply; (ii) the single coverage amount shall apply when one Eligible Dependent is covered; and (iii) the family coverage amount shall apply when more than one Eligible Dependent is covered. When the Health Plan coverage of a Disability Pensioner terminates due to Medicare eligibility and one or more of his or her Eligible Dependent(s) continue(s) to be covered, (a) the Disability Rate shall apply; (b) the single coverage amount shall apply when one Eligible Dependent is covered; and (c) the family coverage amount shall apply when more than one Eligible Dependent is covered. All participant contributions shall be due on a monthly basis and paid in accordance with procedures implemented by the Director.

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

- (i) has not reached age sixty-five (65);
- (ii) is vested and thus entitled to receive, either currently or in the future, a monthly pension benefit under the Pension Plan (a "Pension");
- (iii) (a) is covered by the Health Plan immediately before the date the Pension actually is paid (COBRA coverage shall not count as coverage under the Health Plan for this purpose); or  
(b) for an individual that is Involuntarily Retired (as defined in this Paragraph 3 below), is covered by the Health Plan as of the employee's date of separation from employment; and
- (iv) elects to begin payment of his or her Pension, and retiree coverage under the Health Plan, at his or her first opportunity to do so (including, an early retirement pension payment opportunity), (collectively, compliance with (i)-(iv) above constitute an "Eligible Retiree") will, following his or her timely completion of any enrollment or application forms required by the Director be eligible for Health Plan coverage as of the date the Pension becomes payable. Pursuant to Paragraph 3(iv) above, regardless of any other operative terms and provisions of the Health Plan, an Eligible Retiree shall not be eligible for late enrollment in the Health Plan and accordingly, must become covered in the Health Plan as of his or her earliest date of coverage eligibility. The Health Plan coverage of an Eligible Retiree shall terminate in accordance with the applicable terms and provisions of the Plan Booklet and/or due to non-payment of required participant contributions. Whether an individual is "Involuntarily Retired" for purposes of Paragraph 3(iii)(b) above shall be determined by the Director in its sole discretion based on the facts and circumstances of the individual/s separation from employment (understanding that the Pension Board of the Pension Plan shall determine as needed, for purposes of eligibility for a "20/55 Deferred Retirement" or an "18/60 Deferred Retirement" under the Pension Plan, whether an individual has been "Involuntarily retired" based on facts and circumstances provided to the Pension Board by the Director).

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

5. Eligible Retiree's Medicare Eligibility. Regardless of any operative terms or provisions of the Health Plan, (i) an individual who is eligible for Medicare enrollment on the date he or she is first eligible to receive a Pension shall be ineligible for Health Plan enrollment as an Eligible Retiree (but such individual shall be treated as an Eligible Employee solely for the purposes of the Health Plan enrollment of Eligible Dependents); and (ii) an Eligible Retiree's Health Plan coverage shall terminate if he or she becomes eligible for Medicare enrollment (but the coverage of his or her Eligible Dependents may continue in accordance with Paragraphs 4 and 6 of this Resolution). Prior to and as a condition of enrollment as an Eligible Retiree in the Health Plan, an individual who is eligible to receive a Pension due to a disability (a "Disability Pensioner") shall provide such information and documentation as is requested by the Director regarding his or her date of

eligibility for Medicare enrollment and/or actual enrollment in Medicare. Following Health Plan enrollment of a Disability Pensioner as an Eligible Employee, he or she shall (a) notify the Director of his or her eligibility date for Medicare enrollment within 30 days of his or her receipt of notice of such eligibility date; and (b) provide such information and documentation as Is requested once during a Plan Year by the Director in writing regarding eligibility for Medicare enrollment and/or actual enrollment in Medicare (a "Medicare Information Request"). Failure to provide a complete response to a Medicare Information Request within 30 days after it is mailed to the Disability Pensioner's current mailing address on file with the Director will result in termination of the Disability Pensioner's Health Plan coverage; provided, however, that such coverage may be retroactively reinstated if within 60 days after such mailing of the Medicare Information Request a complete response thereto is provided to the Director showing that the Disability Pensioner is eligible for Health Plan coverage. No loss of Medicare coverage shall result in the resumption of Health Plan coverage as an Eligible Retiree.

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

7. Act 03-343. The Commission's Resolution No. 2006-683, Minute Book 151, Pages 214-216, which was enacted on June 7, 2006 ("Resolution 2006-683"), made changes to the coverage eligibility rules of the Health Plan that shall remain in effect for the October 1, 2014 - September 30, 2015 Plan Year. Regardless of any operative terms or provisions of the Health Plan to the contrary, no individual may enroll (or be enrolled) under Paragraphs 3 or 4 above, if he or she is an "Electing Individual" as defined by Resolution 2006-683 and/or has otherwise elected to become such an Electing Individual by submitting an application to The General Retirement System for Employees of Jefferson County to convert Unpaid Service to Paid Service pursuant to Act 03-343.

8. COBRA Coverage. Following the termination of the Health Plan coverage of an Eligible Retiree or an Eligible Dependent, such Eligible Retiree or Eligible Dependent shall not thereafter be eligible to re-enroll for Health Plan coverage but may exercise any Health Plan coverage continuation rights that he or she has under COBRA.

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

10. Administrative Services. Blue Cross and Blue Shield of Alabama shall continue to provide Health Plan administrative services for the October 1, 2014 through September 30, 2015 Plan Year.

11. 2014-2015 Plan Year. The Health Plan will continue to be maintained on an October 1 through September 30 Plan Year for the October 1, 2014 through September 30, 2015 Plan Year as a discretionary program that may be terminated or amended by the Commission at any time for any reason. This Resolution is limited to authorizing the Health Plan to continue only for the October 1, 2014 through September 30, 2015

Plan Year; therefore, further Commission action shall be required to continue the Health Plan in effect beyond September 30, 2015.

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

JEFFERSON COUNTY RETIREE HEALTH  
OPTIONS

10/1/2014 through 9/30/2015

RETIREE COSTS PER MONTH

	AGE AT RETIREMENT 60-64		AGE AT RETIREMENT 55-59		AGE AT RETIREMENT 50-54		AGE AT RETIREMENT 45-49	
RETIREE COST	*****		*****		*****		*****	
PER MONTH WITH	*****		*****		*****		*****	
30+ YEARS SERVICE	SINGLE	FAMILY	SINGLE	FAMILY	SINGLE	FAMILY	SINGLE	FAMILY
BLUE CROSS BLUE SHIELD	\$ 115.62	\$ 306.00	\$ 115.62	\$ 306.00	\$ 115.62	\$ 306.00	\$ 375.77	\$ 994.49
25-29 YEARS								
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BLUE CROSS BLUE SHIELD	\$ 219.68	\$ 581.40	\$ 280.38	\$ 742.05	\$ 341.09	\$ 902.69	\$ 401.79	\$ 1,063.34

20-24 YEARS

BLUE CROSS BLUE SHIELD \$ 292.52 774.17 \$ 335.02 886.63 \$ 377.51 999.08 \$ 420.00 1,111.54

15-19 YEARS

BLUE CROSS BLUE SHIELD \$ 343.51 909.12 \$ 373.26 987.84 \$ 403.00 1,066.55 \$ 432.75 1,145.27

10-14 YEARS

BLUE CROSS BLUE SHIELD \$ 379.21 1,003.58 \$ 400.03 1,058.68 \$ 420.85 1,113.79 \$ 441.67 1,168.89

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

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Aug-28-2014-698

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

WHEREAS, the policy is to provide excess insurance coverage for medical health insurance claims exceeding \$250,000.00 with a \$90,000.00 aggregating specific deductible; and

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

NOW THEREFORE BE IT RESOLVED, by the Jefferson County Commission that the policy submitted by United Trust Insurance Company, c/o Blue Cross Services, insuring company, be hereby adopted at rate of \$13.91 (single) and \$27.67 (family) per employee per month (\$615,349).

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

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Aug-28-2014-699

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Corporate Cost Control to provide unemployment cost control services for FY2014-2015 in the amount of \$5,600.

CONTRACT NO. 00006501

RFP 137-14

PROFESSIONAL SERVICES CONTRACT

"UNEMPLOYMENT COST CONTROL"

THIS AGREEMENT entered into 13<sup>th</sup> day of August, 2014 between Jefferson County, Alabama, hereinafter called "the County", and CORPORATE COST CONTROL, hereinafter called "the Contractor". The effective date of this agreement shall be OCTOBER 1, 2014.

WHEREAS, the County desires to contract for Unemployment Cost Control Services for the Human Resources Department, hereinafter called "Human Resources"; and

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

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: This Contract results from Jefferson County's Request for Proposal 137-14 "Unemployment Cost Control Services", dated July 16, 2014. The terms of which are included herein by reference. The Contractor shall provide Unemployment Cost Control Services as follows:
  - A. Process all unemployment claim forms. Respond promptly and accurately to all claim inquiries. Receive and respond to notices of unemployment claims against the County from the State. Coordinate information with the County's Human Resources Department to determine claimant eligibility, monetary award and duration of each claim.
  - B. Provide information on a timely basis to the County's Human Resources Department on claims. Provide claimant's statements to the County's Human Resources Department before decisions are made of whether to appeal a claim or not. This will need to be done via fax or e-mail and via phone in order to expedite dissemination of information.
  - C. Counsel and represent the County at all levels of unemployment compensation administrative Appeal hearing, unless otherwise

notified by the County. Arrange for and advise witnesses as to hearing procedures. Provide representatives who have experience in Alabama State Law and Unemployment Insurance Claims practices and procedures.

- D. Protest all questionable claims and improper determinations. Prepare and process all documents and written arguments to challenge invalid unemployment claims and improper charges.
- E. Audit and verify all claims and benefit charges, reports filed and billings to the County. Protest All improper charges.
- F. Ensure that all disqualifications are fully enforced.
- G. Provide technical assistance and guidance to the County on an as needed basis regarding specific claims issues or department efforts to manage and reduce claims experience.
- H. Work with designated representatives from the County's Human Resources Department to insure accurate and timely flow of statistical information between the County, the State and the Contractor.
- I. Conduct quarterly unemployment training seminars to the County's Human Resources Department staff.
- J. Provide activity reports on claims, separations and charges transmitted electronically, on a quarterly basis.
- K. Create an internet interface to provide separation and charges transmitted electronically, on a quarterly basis.
- L. Provide annual status report and other management reports.
- M. Implement unemployment cost control programs for reducing unemployment compensation costs. Make written and verbal recommendations to reduce unemployment compensation costs.

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to provide Unemployment Cost Control Services to the County at any time after the effective date of this Contract. The completion date of all services under this Contract is September 30,2015. However, the contract may be extended, at the County's option, for a period of up to two (2) additional one (1) year terms.

4. COMPENSATION: \$5,600 per year/flat rate, to be paid quarterly (\$1400) upon receipt of invoice.

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

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

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

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

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

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

CLIENT: Jefferson County Commission Human Resources  
Director of Human Resources  
716 Richard Arrington Jr. Blvd N  
Suite A610  
Birmingham, AL 35203

COPY TO: Jefferson County Commission Purchasing Division  
Purchasing Agent  
716 Richard Arrington Jr. Blvd N

Suite 830  
Birmingham, AL 35203  
Jefferson County Commission Purchasing Division

COPY TO: County Attorney  
716 Richard Arrington Jr. Blvd N  
Suite 280  
Birmingham, AL 35203

Contractor: Tim Rooney  
Corporate Cost Control  
P. O. Box 1180  
Longdonberry, NH 03053

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

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

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

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

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

15. **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-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.

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

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

17. 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.

18. TERMINATION OF CONTRACT: This contract may be terminated by the County with a ninety (90) day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the County shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the Contractor of any liability to the County for damages sustained by virtue of a breach by the Contractor.

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

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Authorized Representative for Contractor  
(CORPORATE COST CONTROL)  
JEFFERSON COUNTY, ALABAMA  
W. D. Carrington, President  
Jefferson County Commission

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

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Aug-28-2014-700

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

First Amendment to Service Agreement with PeopleAdmin to provide maintenance and support for the Application Management System for FY2014-2015 in the amount of \$61,284.96.

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

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Aug-28-2014-701

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Finance Department be authorized to issue a check in the amount of \$300.00, payable to CSX Transportation (from Fund 34-7100-518015) for consideration of a Pipeline Crossing Application, associated with a sanitary sewer crossing under CSX Transportation railroad right of way for the Tin Mill Road Sanitary Sewer Replacement.

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

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Aug-28-2014-702

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Finance Department be authorized to issue a check in the amount of \$2,100.00, payable to AECOM (from Fund 34-7100-518015) for consideration of a Pipeline Crossing Application, associated with a sanitary sewer crossing under Norfolk Southern railroad right of way for the Tin Mill Road Sanitary Sewer Replacement.

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



Aug-s8-2014-703

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Finance Department be authorized to issue a check in the amount of \$1,000.00, payable to Watco Companies (from Fund 34-7100-518015) for consideration of a Pipeline Crossing Application, associated with a sanitary sewer crossing under Watco Companies railroad right of way for the Tin Mill Road Sanitary Sewer Replacement.

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

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Aug-28-2014-704

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute an Agreement between Jefferson County and Engineering Service Associates, Inc. for a maximum contract amount of \$85,131.00. This agreement provides for Engineering Services for the 2014 Solid Waste Management Plan Update.

A G R E E M E N T  
ENGINEERING SERVICES FOR  
2014 SOLID WASTE MANAGEMENT PLAN UPDATE

This AGREEMENT, made this the \_\_\_\_\_ day of \_\_\_\_\_, 2013 by and between Jefferson County, Alabama, as Party of the First Part, hereinafter referred to as the OWNER, and Engineering Service Associates, Inc. as Party of the Second Part, hereinafter referred to as the CONSULTANT.

WHEREAS, the said CONSULTANT has agreed and by these presents does agree with the OWNER for the consideration hereinafter mentioned with payment to be administered by the OWNER to provide engineering services associated with the 2014 Solid Waste Management Plan Update.

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

ARTICLE I - SCOPE OF WORK

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

The goals of the OWNER and CONSULTANT under this AGREEMENT are to perform engineering services including but not limited to the development of the 2014 Solid Waste Management Plan Update.

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

SECTION 1 – OBLIGATION OF THE CONSULTANT TO THE OWNER

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

1. Develop the Jefferson County 2014 Solid Waste Management Plan Update (SWMP or Plan), which controls the local host government's ability to grant local approval on matters related to solid waste management within its jurisdiction, and the ability to receive recycling grant funds.
  - A. The Plan will be in the format required by ADEM, with its purpose being to develop a comprehensive Solid Waste Management Plan Update for Jefferson County in accordance with the requirements of the Code of Alabama 1975, §22-27-47(b), and additional requirements for revisions to recycling programs under ADEM Rule 335-13-10-.03(5)(a).
  - B. The Plan will address solid waste management aspects such as the generation, collection, transportation and disposal of solid waste, as well as recycling and composting within the County.
  - C. The Plan will have general applicability for the circumstances and situations that may affect solid waste management in Jefferson County and will include the following requirements, as applicable:
    - (1) Describe and explain the general origin, and weight or volume of solid waste currently generated within the jurisdiction's boundaries. For purposes of this estimate the jurisdiction may use such information as is reasonably available, or may use accepted methods of estimation recommended by the department;
    - (2) Identify current methods of collection and haulage of solid waste within the jurisdiction;
    - (3) Identify and describe the facilities where solid waste is currently being disposed or processed and the remaining available permitted

capacity of such facilities and the capacity which could be made available through the reasonable expansion of such facilities. The plan shall also explain the extent to which existing facilities will be used during the life of the plan and shall not substantially impair the use of their remaining permitted capacity;

(4) Provide a description of current or planned recycling programs and an analysis of their impact on waste generated within the jurisdiction. Particularly regarding recycling, the plan shall describe and evaluate:

a. Potential benefits of recycling, including the potential solid waste reduction and the avoided cost of municipal waste processing or disposal.

b. Existing materials recovery operations and the kind and weight or volume of materials recycled by the operations, whether public or private.

c. The compatibility of recycling with other waste processing or disposal methods used in the jurisdiction including methods of collecting recyclables.

d. Options for cooperation or agreement with other jurisdictions for the collection, processing and sale of recyclable materials.

(5) Address the requirements proposed under Subtitle D of the federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6941 as amended and identify and explain those actions the jurisdiction should take to assure proper management of its wastes under these requirements;

(6) Propose procedures for the identification and elimination of unauthorized dumps in the jurisdiction;

(7) Describe and explain the general origin and weight or volume of solid waste reasonably expected to be generated within the jurisdiction annually during the next 10 years. The assessment shall describe the primary variables affecting this estimate and the extent to which they can reasonably be expected to affect the estimate;

(8) Provide for the development or expansion of solid waste management systems in a manner that is consistent with the needs of the area, taking into account planning, zoning, population and development estimates, and economics of the jurisdiction and the protection of air, water, land and other natural resources;

(9) Identify any current agreements between the jurisdiction and other units of local government or public authorities for the joint use of solid waste processing or disposal facilities and evaluate the need for and feasibility of entering joint agreements in the future;

(10) Identify any current contractual agreements with private entities for the collection, processing or disposal of solid waste and evaluate the need for and feasibility of entering into such agreements in the future;

(11) Identify the general location within a county where solid waste processing or disposal facilities and recycling programs may be located, and identify the site of each facility if a site has already been chosen. In identifying general locations for facilities in the plan, each jurisdiction shall consider at least the following:

a. The jurisdiction's solid waste management needs as identified in its plan;

b. The relationship of the proposed location or locations to planned or existing development, to major transportation arteries and to existing state primary and secondary roads;

c. The relationship of the proposed location or locations to existing industries in the jurisdiction or state that generate large volumes of solid waste and to the areas projected by the state or local regional planning and development commission for development of industries that will generate solid waste;

d. The costs and availability of public services, facilities and improvements which would be required to support a facility in this location and protect public health, safety and the environment;

e. The potential impact a facility in the proposed location or locations would have on public health and safety, and the potential that such locations can be utilized in a manner so as to minimize the impact on public health and safety; and

f. The social and economic impacts that a facility at the proposed location would have on the affected community, including changes in property values, community perception and other costs;

(12) For any facility expected to serve the jurisdiction's future needs that is located or is proposed to be located outside the jurisdiction, the plan shall explain in detail the reasons for selecting such a facility;

(13) The plan shall include such other information as ADEM may require by regulation, including language related to recycling programs as described in ADEM Rule 335-13-10-.03(5)(a).

2. Following the development of the Jefferson County SWMP Update, CONSULTANT shall assist the OWNER in advertising for the required 30-day public comment period, conduct the public hearing (if desired by OWNER), publish responses to questions presented at the public hearing in the Plan, and submit the Plan to ADEM for final approval.

## SECTION 2 - OBLIGATION OF THE OWNER TO THE CONSULTANT

It is understood that the OWNER will:

1. Provide full information as to its requirements for the project.

2. Assist the CONSULTANT by placing at their disposal all available information pertinent to the project, including previous reports

and any other data relative to the project.

3. Designate a project manager to coordinate CONSULTANT's work and to assist as OWNER'S representative with respect to the work to be performed under this AGREEMENT.
4. Guarantee legal access to and make all provisions for the CONSULTANT to enter upon public and private lands as required for the CONSULTANT to perform its work under this AGREEMENT.
5. Examine studies, reports, drawings, proposals, and other documents presented by the CONSULTANT, and shall render decisions in writing pertaining thereto within a reasonable time so as not to delay the services of the CONSULTANT.
6. Give prompt written notice to the CONSULTANT whenever the OWNER's observer, or otherwise, becomes aware of any defect in the project.
7. Assume all costs of advertisements and Public Hearing(s), including providing a written transcription of the Public Hearing(s).
8. Adopt the final Plan within 60 days from the end of the public comment period at an official business meeting open to the public.

SECTION 3 - CONFERENCES AND VISITS TO SITE

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

ARTICLE II - TIME OF BEGINNING AND COMPLETION

1. The CONSULTANT agrees to start work on the professional services outlined under Article I of this AGREEMENT within ten (10) days following receipt of written notice from the OWNER to proceed. The OWNER will not notify the CONSULTANT to commence work until this AGREEMENT has been formally approved by both parties.
2. Work shall begin on the date of the Notice to Proceed and continue for nine (9) months or until project completion.
3. In case the OWNER deems it advisable or necessary in the execution of the work to make any alteration which will increase or decrease the scope of work outlined in this AGREEMENT, the time limits specified herein may be adjusted in accordance with Article IV, Section 1.
4. At the completion of this contract, the OWNER and the CONSULTANT may decide at the OWNER'S option to enter into negotiations to extend the scope of work and time of the contract.

ARTICLE III - PAYMENT

SECTION 1 – Payment:

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

For the work contemplated under Article I, Section 1, the OWNER will pay the CONSULTANT on the basis of a Cost Plus Fixed Fee contract. The Cost Plus Fixed Fee will include an engineering cost of \$76,010.00, (Seventy-Six Thousand, Ten Dollars), plus a fixed professional fee of \$9,121.00, (Nine Thousand, One Hundred Twenty-One Dollars) for a total "cost plus fixed fee" contract in the amount of \$85,131, (Eighty-Five Thousand, One Hundred Thirty-One Dollars), as shown below and in Attachment 1 appended hereto. The contract Amount shall be subject to increases or decreases for changes in the Work as provided in Article IV, Section 1.

Engineering Services	\$74,750.00
Other Direct Cost	\$1,260.00
Professional Fee	\$9,121.00
Total Contract Amount	\$85,131.00

The above represents the CONSULTANT'S best estimate of anticipated hours and costs to perform this contract based on a nine (9) month project time. The contract amount for this AGREEMENT shall not be exceeded except by a formal amendment to this AGREEMENT.

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

SECTION 2 – Final Payment as a Release

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

ARTICLE IV - MISCELLANEOUS PROVISIONS

SECTION 1 - CHANGES OF WORK

If, during the term of this AGREEMENT, additional services are required of the CONSULTANT other than those specified above,

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

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

#### SECTION 2 - OWNERSHIP OF ENGINEERING DOCUMENTS

Upon completion of the work covered by this AGREEMENT, the CONSULTANT shall make available to the OWNER all documents and data pertaining to the work or to the project, which material shall become the property of the OWNER. All original tracings or maps and other engineering data furnished to the OWNER by the CONSULTANT shall bear thereon the endorsement of the CONSULTANT. All data collected and prepared or generated under this agreement between the CONSULTANT and the OWNER shall be the property of the OWNER and shall not be released to any other party without the consent of the Director of Environmental Services.

#### SECTION 3 - CONSULTANT'S ENDORSEMENT

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

#### SECTION 4 - DELAYS AND EXTENSIONS

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

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

#### SECTION 5 - TERMINATION OR ABANDONMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 7 – CONTROVERSY

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

SECTION 8 – RESPONSIBILITY FOR CLAIMS AND LIABILITY

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

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

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

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

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

SECTION 9 - GENERAL COMPLIANCE WITH LAWS

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

SECTION 10 - SUBLETTING, ASSIGNMENT OF TRANSFER

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

SECTION 11 - EMPLOYMENT OF OWNER WORKERS

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

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

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

SECTION 12 - CONTROL

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

practices and procedures of the Jefferson County Environmental Services Department.

SECTION 13 - CONDITIONS AFFECTING WORK

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

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

3. A. Non-Discrimination:

4. The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color or national origin in the selection and retention of subcontractors, including procurement of materials and lease of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964 or the Equal Opportunity Provisions of Executive Order 11246 of September 24, 1965. The CONSULTANT will abide by all clauses and stipulations in, and as required by Jefferson County Commission Administrative Order 08-4 attached hereto as Exhibit A including the execution of the EEO certification.

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

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

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

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

ARTICLE V

SECTION 1 - EXECUTORY CLAUSE

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

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

ARTICLE VI

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures, Engineering Service Associates, Inc. on the day of \_\_\_\_\_, 2013, and the OWNER on the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

ENGINEERING SERVICE ASSOCIATES, INC.

Celeste T. Lachenmyer, President

RECOMMENDED:

ENVIRONMENTAL SERVICES DEPARTMENT

David Denard, Director

APPROVED:

JEFFERSON COUNTY, ALABAMA

W.D. Carrington, President  
Jefferson County Commission

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

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Aug-28-2014-705

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage and personal injury claim of Brian Biles is hereby denied.

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

Aug-28-2014-706

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the property damage claim of AT&T is hereby denied.

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

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Aug-28-2014-707

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

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

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Aug-28-2014-708

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Linda Jones in the amount of Five Hundred Thirty Four and 60/100 (\$534.60) 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 Linda Jones in the amount of \$534.60 and forward it to the County Attorney for distribution.

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

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Aug-28-2014-709

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the property damage claim of AT&T in the amount of Eight Thousand Nine Hundred Ninety and 30/100 (\$8,990.30) 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 AT&T in the amount of \$8,990.30 and forward it to the County Attorney for distribution.

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

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Aug-28-2014-710

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of William T. Ratliff, III, in the amount of One Thousand Four Hundred Thirty Nine and 18/100 (\$1,439.18) 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 William T. Ratliff, III in the amount of \$1,439.18 and forward it to the County Attorney for disbursement.

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

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Aug-28-2014-711

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President of the Jefferson County Commission is authorized to sign a Settlement Agreement with Gary Owen and Associates relating to the contract entered into on behalf of the Jefferson County Department of Environmental Services on January 18, 2011.

AGREEMENT

THIS AGREEMENT is by and between Jefferson County, Alabama, a political subdivision of the State of Alabama d/b/a Jefferson County Environmental Services Department and Gary L. Owen and Associates, Inc., Post Office Box 360124, Hoover, Alabama 35236, hereinafter referred to as "Gary Owen."

WHEREAS, Gary Owen and Jefferson County (by and through John S. Young, Receiver, duly appointed by an Alabama Circuit Court Judge) entered into an agreement for professional services on January 18, 2011, for the Valley Creek Wastewater Treatment Plan Improvements Phase VIII (hereinafter "Project") attached hereto as Exhibit A to this agreement; and

WHEREAS, Gary Owen provided professional construction management services for Jefferson County under the terms of the contract;

WHEREAS, a bona fide dispute exists between the parties concerning the exact amount of compensation due to Gary Owen for providing those professional services, and because of such dispute the parties desire to settle all claims and causes of action that Gary Owen and Jefferson County has or may have in the future arising out of the professional services agreement; and

WHEREAS, the parties intend that the full terms and conditions of the settlement be set forth in this settlement agreement.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, including the recitals set forth above, the parties agree as follows:

1. Gary Owen will complete all work under the current professional services agreement, by providing record drawings also known as "as built", as described in the original agreement (Exhibit A-Section 1 (5)Record Drawings) for the project and submitting the same to Jefferson County.

2. Upon receipt of the "as built" from Gary Owen, the County will review and submit any comments and/or questions as to the completeness/accuracy of the submission to Gary Owen within five (5) business days.

3. Upon receipt of acceptable "as built" from Gary Owen, Jefferson County will within twenty-one (21) business days, issue payment to Gary Owen in the amount of \$140,000.00 as payment in full for services provided.

4. Within two (2) business days of receiving payment, Gary Owen will withdraw any filed proof of claim or administrative claim against the County.

5. It is understood and agreed that this settlement agreement contains the entire agreement between the parties and supersedes any and all prior agreements or understandings between the parties relating to the same subject matter.

6. It is understood and agreed that the parties cannot orally modify or terminate this agreement.

7. It is understood and agreed that this is a settlement of a disputed claim and that nothing contained herein shall be construed as an admission of liability by or on behalf of either of the parties, all such liability being expressly denied.

8. It is understood and mutually agreed by the parties that upon compliance with the terms herein, the parties release any and all claims and/or liability against the other for any claim arising out of the agreement and project referenced above.

IN WITNESS WHEREOF, the parties have executed this agreement on the \_\_\_\_ day of \_\_\_\_\_, 2014.

Gary L. Owen

Gary L. Owen and Associates

Jimmy Wilson, Attorney

W. D. Carrington, President

Jefferson County Commission

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



Aug-28-2014-712

WHEREAS, Frank C. Jones has agreed to be re-appointed for a third term as Chair of the Jefferson County Pension Board (the "Pension Board"); and

WHEREAS, Mr. Jones' current term on the Pension Board expires on August 31, 2014; and

WHEREAS, pursuant to a resolution adopted by the Jefferson County Commission on May 13, 1975 and recorded at Minute Book 45, Page 28, persons may not be appointed for a third term to a board, except for compelling reasons; and

WHEREAS, the governing law for the Pension Board requires the Chair to have a "minimum of ten (10) years' experience in an executive capacity in insurance or actuarial work"; and

WHEREAS, the foregoing requirement has made it difficult in the past for the Pension Board to identify qualified candidates; and WHEREAS, the Commission finds and determines that compelling reasons exist for the re-appointment of Mr. Jones to a third term as Chair of the Pension Board.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Frank C. Jones is appointed for a final three-year term as Chair of the Pension Board beginning September 1, 2014.

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

Aug-28-2014-713

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the re-appointment of Mariesha Morrow to the Minor Heights Fire District Board of Trustees, for a term ending September 2019, be and hereby is approved.

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

Aug-28-2014-714

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of Jack Self to fill the unexpired term of Joe McConnell, on the McAdory Fire District Board of Trustees, for a term ending December, 2015, be and hereby is approved.

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

JEFFERSON COUNTY COMMISSION  
Finance Department  
Unusual Demands  
8/28/2014

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	Doc No
DISTRICT 1	1000193	JEFFERSON CO TREASURER	ONE SPOOLMATE 100SERIES WELDING GUN.	GEN SVCS: ADMINISTRATION	282.00	1900082135
DISTRICT 1	1000193	JEFFERSON CO TREASURER	CONTACT FOR ALARM SYSTEM AT FIRING RANGE.	GEN SVCS: ADMINISTRATION	99.80	1900082097
DISTRICT 1	1000193	JEFFERSON CO TREASURER	SUPPLIES FOR LAYING CARPET AT THE 2121 BUILDING.	GEN SVCS: ADMINISTRATION	13.98	1900082098
DISTRICT 1	1000193	JEFFERSON CO TREASURER	SWIVEL HOOKS FOR FLAG AT GSOC.	GEN SVCS: ADMINISTRATION	2.98	1900082153
DISTRICT 1	1000193	JEFFERSON CO TREASURER	TWO CASES OF SHRINK WRAP FOR GSOC WAREHOUSE.	GEN SVCS: ADMINISTRATION	122.00	1900082158
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCHASED SUPPLIES FOR PROJECTS FOR GSOC.	GEN SVCS: ADMINISTRATION	525.48	1900082213
*DISTRICT 1					1,046.24	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	FENCING MATERIALS, CDL LICENSE, TEST & HAZMAT FEE	R&T: HIGHWAY MAINT-KETONA	181.77	1900082159
DISTRICT 2	1000193	JEFFERSON CO TREASURER	FENCING, BOLTS AND WASHERS - KETONA	R&T: HIGHWAY MAINT-KETONA	139.64	1900082142
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PARKING FEES, LAWN MOWER BLADES, RUBBER HOSE	R&T: HIGHWAY MAINT-KETONA	126.20	1900082356
*DISTRICT 2					447.61	
DISTRICT 3	1000128	JEFF CO DEPUTY TREASURER	LEVIES PROBATED	SHER ENFORCE-BESSEMER	48.00	1900082140
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REVENUE-REIM. POSTAGE-TITLE APP. REMITS	REVENUE	36.97	1900081939
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REVENUE-REIMB. MILEAGE-EXAMINERS(WOODIS/SMITH)	REVENUE	103.28	1900082038
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REVENUE-REIMB. POSTAGE/SUPPLIES (JUNE)	REVENUE	167.90	1900082039
DISTRICT 3	1000193	JEFFERSON CO TREASURER	EVIDENCE SUPPLIES	SHERIFF ENFORCE-BIRMINGHAM	225.21	1900082134
*DISTRICT 3					581.36	
DISTRICT 4	1000193	JEFFERSON CO TREASURER	SUPPLIES FOR RESIDENTS	YOUTH DETENTION: SUPPORT SVCS	145.44	1900082368
DISTRICT 4	1000193	JEFFERSON CO TREASURER	SUPPLIES FOR RESIDENTS	YOUTH DETENTION: SUPPORT SVCS	35.28	1900082369
DISTRICT 4	1002053	VANESSA F JONES	TRAVEL FOR JDAI INTER-SITE CONFERENCE	FC ADMIN SERVICES	56.00	1900082186
DISTRICT 4	1003370	MICHAEL THOMAS	REIMBURSE TRAVEL - AUGUST 3-9, 2014	INSPECTION SERVICES	70.50	1900082360
DISTRICT 4	1030283	BENNIE LACY	SAFE ROOM REIMBURSEMENT - BENNIE LACY	EMERGENCY MGT AGENCY	3,000.00	1900082171
DISTRICT 4	1030712	LUTHER E MARROW JR	SAFE ROOM REIMBURSEMENT - LUTHER MORROW	EMERGENCY MGT AGENCY	3,327.41	1900082170
DISTRICT 4	1030744	JAY OR GAIL KELLEY	SAFE ROOM REIMBURSEMENT - JAY KELLEY	EMERGENCY GT AGENCY	4,000.00	1900082169
DISTRICT 4	1032429	VARSITY FACILITY SER	PERMIT 140230M - JOB LOCATED IN LAKEVIEW	INSPECTION SERVICES	50.00	1900082187
*DISTRICT 4					10,684.63	
DISTRICT 5	1000193	JEFFERSON CO TREASURER	DONUTS FOR MEETING;PARKING;KOBALT TOOL;TERMINAL;	ES: INSTRUMENT SHOP	107.64	1900082102
DISTRICT 5	1000193	JEFFERSON CO TREASURER	INFRARED;HOSE HANGER;ALUM. SCOOP;CORD;NOZZLE;	ES: FIVE MILE CREEK WWTP	358.41	1900082090
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PVC ADAPTER;CAPSCREWS;HEX NUTS;FLATWASHERS;	ES: FIVE MILE MAINTENANCE SHOP	86.21	1900082157

DISTRICT 5	1000193	JEFFERSON CO TREASURER	PLASTIC BOTTLES, CABLES, AND FIRST AID SUPPLIES	ES: VILLAGE CREEK WWTP	415.85	1900082168
DISTRICT 5	1000193	JEFFERSON CO TREASURER	FAN,230V,UV 40-HO;	ES: FIVE MILE CREEK WWTP	400.00	1900082139
DISTRICT 5	1000193	JEFFERSON CO TREASURER	REFRIGERATOR, AC PART	ES: VILLAGE CREEK WWTP	426.98	1900082167
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SMALL SAMPLE BOTTLES FOR LAB	ES: LEEDS WWTP	140.00	1900082204
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BOX CUTTER AND BLADES	ES: LEEDS WWTP	4.36	1900082145
DISTRICT 5	1000193	JEFFERSON CO TREASURER	POSTAGE FOR DOCUMENTS SENT TO EPA	ES: SANITATION ADMINISTRATION	36.56	1900082147
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PIPE AND FITTING FOR NH3 METERS	ES: CAHABA RIVER WWTP	70.02	1900082148
DISTRICT 5	1000193	JEFFERSON CO TREASURER	AIR FITTINGS FOR NH3 METER	ES: CAHABA RIVER WWTP	6.60	1900082150
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BELT TO REPAIR A/C UNIT	ES: CAHABA RIVER WWTP	5.60	1900082151
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PARKING-FROST DEPO	COUNTY ATTORNEY	8.00	1900082355
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SUPPLIES TO SERVICE UTV	ES: CAHABA RIVER WWTP	49.96	1900082149
DISTRICT 5	1000193	JEFFERSON CO TREASURER	AIR HOSE FOR NH3 METER	ES: CAHABA RIVER WWTP	9.35	1900082152
DISTRICT 5	1000193	JEFFERSON CO TREASURER	EMPLOYEE'S MILEAGE REIMBURSEMENT	HUMAN RESOURCES OCCUP H	22.68	1900082146
DISTRICT 5	1018655	SOCIAL SECURITY ADMIN	SSA RECORDS - DELORES FROST	COUNTY ATTORNEY	49.00	1900082366
DISTRICT 5	1026862	PASCAL CAPUTO	EPA WATERS OF THE US MEETING - MILEAGE	COMMISSIONER, DISTRICT 5	120.69	1900082136
*DISTRICT 5					2,317.91	
**					15,077.75	

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

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Aug-28-2014-715

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

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

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Aug-28-2014-716

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

Human Resources:

53591	Sharp Copier	Obsolete
53708	Sharp Copier	Obsolete

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

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Aug-28-2014-717

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Chief Financial Officer is hereby authorized and directed to transfer among the various operating and capital funds the following amounts for Fiscal Year 2014 as required to provide for cash needs.

From the General Fund (Fund 01):

\$44,000 to Community Development  
\$834,000 to Road Construction Fund  
\$146,957 to Emergency Management fund

From the Bridge and Public Building Fund (2015):

\$37,361,995 to the General Fund  
\$3,944,000 to the Debt Service Fund

From Jefferson Rehabilitation and Health Center Fund (7032):

\$5,402,912 to the Capital Improvements Fund

From the Landfill Fund (7033):

\$825,901 to the Debt Service Fund

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

WHEREAS, Jefferson County Commission, through the Finance Department, desires to execute the contract for Broker of Record Professional Services with USI Insurance Services, LLC, and

WHEREAS, the proposed Agreement calls for soliciting bids on behalf of the Commission for Property & Casualty, Boiler & Pressure Vessel, Excess Workers' Compensation, Employee Crime and Dishonesty and Professional Liability and General Liability (Malpractice) coverage to mitigate risk of exposure or loss/damage to properties owned by the County, and

WHEREAS, the agreed cost of the proposed Agreement shall be \$21,500.00 for the period of August 28, 2014 through August 27, 2015 payable in a lump sum.

NOW THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, that the Commission President be authorized to execute the Broker of Record Agreement with USI Insurance Services, LLC.

CONTRACT NO. 6550

RFP 123 -14

PROFESSIONAL SERVICES CONTRACT

"BROKER OF RECORD"

THIS AGREEMENT entered into this 19<sup>th</sup> day of August, 2014, by and between Jefferson County, Alabama, hereinafter called "the County", and USI Insurance Service, LLC hereinafter called "the Contractor". The effective date of this agreement shall be August 28, 2014.

WHEREAS, the County desires to contract for broker of record services for the Finance Department, Risk Management Division, hereinafter called "Risk Management"; and

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

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: This Contract results from Jefferson County's Request for Proposal No. 123-14, dated June 18, 2014, the terms of which are included herein by reference. The Contractor shall provide insurance Broker of Record Services to include the solicitation and placement of insurance in the best interests of Jefferson County Commission. The Contractor shall review and evaluate the County's exposure to risk; prepare annual marketing strategy reports identifying anticipated market conditions and proposing a marketing strategy for the County's major loss exposure areas prior to policy renewal; assist in developing underwriting data and specifications for renewal negotiations; provide trended values for property insurance policies; with participation of the Chief Financial Officer (CFO) or his designee, obtain bids from the insurance industry and negotiate the best terms and coverage for the various exposure areas and submit information to the CFO for approval by the Commission; evaluate the commitment and financial stability of the underwriters; service existing insurance policies by tendering losses, reviewing coverage issues, assisting in collection of losses, reporting values, issuing Certificates of Insurance as needed, processing policy changes, etc., in a timely manner; schedule quarterly meetings with the CFO or his designee to discuss loss control issues, exposure changes and general administrative matters; obtain initial premium renewals and negotiate for the lowest renewal rates - seek and analyze premium rates with comparable benefits providers, giving preference to the local markets if they are in the best interest of the County; provide updates on legislative issues and cost trends; provide assistance in developing strategy for cost containment and annual renewals; analyze the County's exposure to loss, adequacy of coverage, and develop options on coverage not presently purchased by the County; provide service for day-to-day contact on insurance matters; assist the County in developing insurance requirements for the various contracts (design, construction, and services) and in reviewing insurance policies, contracts, leases, and bonds as requested by the County; prepare an annual report including a schedule of policies in force, coverage provisions, premiums, insurance claims experience for the prior policy year and recommendations for possible adjustments to insurance coverage for the next policy year (the report should provide a summary of broker support services rendered during the prior year, with recommendations for broker services recommended for the subsequent year; provide other services that are normally and customarily required of an insurance broker for County government. Insurances include excess worker's compensation, property & casualty, boiler & machinery, crime & dishonesty, and general and professional liability (malpractice).
3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The term of the contract is for one year (1) August 28, 2014 - August 27, 2015. However, the Contract may be extended, at the County's option, for two (2) additional one-year periods, not to exceed three full years. Year Two (August 28, 2015 - August 27, 2016): fixed fee of \$21,500, payable in a lump sum by or before August 28, 2015. Year Three (August 28, 2016 - August 27, 2017): fixed fee of \$21,500, payable in a lump sum by or before August 28, 2016 plus a success fee equal to (a mutually agreed upon percentage) of the difference in the total cost of employee benefits per Active County Employee benefits per Active County Employee baseline year of August 28, 2016 - August 27, 2017 multiplied times the total number of Active County Employees. The success fee would be payable in lump sum by or before (TBA), 2017 and would be based on Jefferson

County's approval.

4. COMPENSATION: For the period of August 28,2014 - August 27,2015 for the fixed fee of\$21,500, payable in lump sum by or before August 28, 2014.

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

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

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

8. NON-DISCRIMINATION POLICY: The Jefferson County Commission is strongly committed to equal opportunity in solicitation of ITB's and RFP's. The County encourages bidders and proposers to share this commitment. Each bidder submitting a proposal agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate against any person otherwise qualified solely because of race, creed, sex, national origin or disability.

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

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

Client: Jefferson County Commission Finance Department

Risk Manager  
716 N Richard Arrington Jr. Blvd.  
Suite A440  
Birmingham, AL 35203

Copy to: Jefferson County Commission Purchasing Division

Purchasing Agent  
716 N Richard Arrington Jr. Blvd.  
Suite 830  
Birmingham, AL 35203

Copy to: Jefferson County Commission

County Attorney  
716 N Richard Arrington Jr. Blvd.  
Suite 280  
Birmingham. AL 35203

Contractor: USI Insurance Serv., LLC

1000 Urban Center Drive  
Suite 400  
Birmingham, AL 35242

11. HOLD HARMLESS AND INDEMNIFICATION: Contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed against or imposed upon County because of bodily injury, death or property damage, real or personal, including loss of use thereof arising out of or as a consequence of the breach of any duty or obligations of the contracting party included in this agreement, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Contractor, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement, or arising out of Worker's Compensation claims,

Unemployment Compensation claims, or Unemployment Disability compensation claims of employees of company and/or its subcontractors or claims under similar such laws or obligations. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees. Before beginning work, contract party shall file with the County a certificate from his insurer showing the amounts of insurance carried and the risk covered thereby. Liability insurance coverage must be no less than \$1,000,000. During performance the company must effect and maintain insurance from a company licensed to do business in the State of Alabama. Coverage required includes 1) Comprehensive General Liability; 2) Comprehensive Automobile Liability; 3) Worker's Compensation and Employer's Liability.

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

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

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

15. 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-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.

16. STATEMENT OF COMPLIANCE WITH ALABAMA CODE 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.

17. 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.

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

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

CONTRACTOR

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

(USI INSURANCE SERVICES, LLC)

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

Jefferson County Commission

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

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Aug-28-2014-719

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that pursuant to Alabama Act 2011-70, there is hereby established the "at-will" position of Chief Deputy Director of Revenue which shall receive an annual salary of \$131,664, excluding benefits. The Chief Deputy Director of Revenue shall receive the same benefits available to employees in the classified service.

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

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

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Aug-28-2014-720

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Jeff Martin, Auctioneers, Inc. to provide services on an as needed basis to County departments and PACA members for the period August 28, 2014 - August 27, 2015.

PROFESSIONAL SERVICES CONTRACT  
AUCTION SERVICES

CONTRACT NO. 6412

ITB #86-14

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between Jefferson County, Alabama, hereinafter called "the County", and Jeff Martin Auctioneers, Inc. hereinafter called "the Contractor or the Vendor, respectively". The effective date of this agreement shall be \_\_\_\_\_, 2014.

WHEREAS, the County desires to contract to provide Auction Services for the Jefferson County Commission, hereinafter called "The County"; and WHEREAS, the Contractor desires to furnish said professional services to the County.

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: This Contract results from Jefferson County's Invitation to Bid No. 86-14 dated May 8, 2014, the terms of which are included herein by reference. The Contractor shall perform all necessary Auction Services provided under this Contract as required by Jefferson County Commission. The Contractor shall do, perform, and carry out in a satisfactory and proper professional manner the following:

VENDOR REQUIREMENTS: Vendor must have capability to hold absolute sales by public auction at the request of Jefferson County's Purchasing Agent at mutually agreed upon dates, times and locations (all sales will be held on weekdays or Saturday with the exception of holidays not more than 45 days after requested). Vendor must be capable of furnishing auction services for all surplus materials, supplies and equipment, which the Purchasing Agent requests to be sold. This may include, but is not limited to vehicles/heavy equipment and accessories, and general merchandise. No guarantee is made to the Contractor on a minimum sale.

AUCTION ADVERTISING: Vendor must provide advertising from inventory list provided by Jefferson County. Advertising to include, but not limited to newspaper publications; emails, brochures containing a list of items with photos (to be mailed a minimum of two (2) weeks prior to auction). Social Media sites to include facebook.com, twitter.com, craigslist.com, auctionzip.com and road signs placed in high traffic areas leading to sale site. All advertising expenses to be included in quoted commission percent. The county agrees to allow contractor to use the official logo and name for advertising purposes for the county auctions. (Separate price quotes for advertising expenses will not be accepted by the County.)

On all vehicle sales, vendor must mail vehicle titles using only certified mail with signed return receipts.

Vendor to provide Internet based online auction capability for sales as needed and at no cost to the County.

**AUCTION PREPARATION:** Vendor to provide auction coordinator and personnel to remove decals from each item before cataloguing. All items will be delivered to auction site 21 days prior to auction at which time Auctioneer will identify, lot, and like items will be arranged together for easy location and access by customers. Items will be tagged and given an identity number and lot as well as photographed for insertion to their Internet portal and advertising.

**AUCTIONEER COMPENSATION:** For services rendered and detailed herein, Auctioneer would charge the Seller a competitive commission of seven and forty-five one hundredths percent (7.45%). Additionally, Auctioneer would charge a buyer's premium of up to 10 percent (10) on each item purchased. Commission and buyer's premium are mutually exclusive and added together would represent Auctioneer total compensation.

**AUCTIONEER ASSISTING WITH FREIGHT RATES:** Vendor to provide potential buyers a list of freight companies to contact for freight quotes.

**AUCTIONEER'S PRE AUCTION PLAN:** Vendor will have 3-8 employees on site 1 day prior to auction. Potential buyers will be allowed to inspect items and pre-register for auction between the hours of 8-5 CST. During this time frame all "make ready" and equipment starting procedures will be done. The sales manager or his designee will also be on site 2-3 days prior and available on as needed basis to answer any questions from a Jefferson County or PACA representative as well as prospective customers. Jefferson County or PACA representatives will provide links to their respective websites to vendor for marketing purposes.

**AUCTIONEER'S PLAN FOR CONDUCTING AUCTION:** Vendor will open pre-registration and inspection 2 (two) hours before the auction is set to begin. Pre-registration may begin the day before the scheduled auction date; online bidders will already be registered and approved by sale date. An office trailer provided by Vendor will be onsite to register and accept payment from bidders. The Vendor will accept cash, personal and company checks up to \$2,500.00, credit cards, and wire transfers. Personal and or Company checks over \$2,500.00 will require a bank letter of credit or guarantee. Once vendor has received payment an "out" or "release" ticket will be given to the purchaser marked paid. Vendor shall place an employee at the exit of the auction site collecting signed out tickets in exchange for them removing their purchased property from auction site. Vendor will advertise and state at the start of the auction the removal dates & times where a member of the Vendors staff will be available for load out. If a buyer does not pay for an item, Vendor will mark the specific lot as a "no sale: and the item be sold in next auction held for the County or if contractor request items to be sold before next auction for the county items can be listed in an auction being held by the contractor of the counties choosing after mutual agreement of the contractor and the county.

**AUCTION ACCOUNT REPORTS:** Vendor to provide Jefferson County Purchasing Department a complete accounting report with all auction costs, auction payment transactions, and record of method used to resolve any transaction disputes. Vendor shall be able to send all auction results reports using its industry recognized auction program or via EXCEL export.

**AUCTIONEER PROVIDING AUCTION PROCEEDS:** Vendor will provide seller with a break down on each lot and remit collected proceeds via wire, ACH, or check to the Jefferson County Purchasing Agent or PACA agent as directed. The settlement proceeds may be hand remitted to purchasing agent up to 15 working days after auction date.

**AUCTIONEER PROVIDING AUCTION DAY SUPPORT SERVICES:** Vendor will provide a minimum of two (2) portable toilets or as many needed dependent on auction size. Vendor will supply security, preferably from local off-duty law enforcement personnel. Vendor will provide the ability to jump start vehicles if needed, and secure keyed equipment either by cable or inside auction office trailer. Vendor will contract for concessions with local providers first before looking to outside the market providers for services.

**AUCTIONEER PROVIDING AUCTION TRAILER:** Vendor will provide a fully self-contained eight person auction office trailer. Trailer is complete with generator, secured Wi-Fi routers and ample room for registration and check out.

**AUCTIONEER PROVIDING TITLE WORK:** The County will provide original titles or ownership transfer documents if required, to Vendor within fourteen (14) days of scheduled auction date. Vendor will maintain control of all titles until said titled vehicles are sold and respective proceeds are cleared through their bank and remitted to Jefferson County Commission. Once payment is collected, Vendor will send respective titles to the respective buyers via certified US mail.

**FIREARMS AUCTIONS:** Vendor will conduct approved firearms auctions on an "online" basis only and sell only to licensed FFL dealers. Vendor will conduct all firearms auctions in accordance with all ATF and Federal laws, rules, regulations and guidelines. Inspection dates, identification, lotting online cataloguing and advertising would follow the same general process as for equipment and other personal property.

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

5. **COMPENSATION:** The Contractor shall be compensated for services rendered up to a maximum charge of \$ No Limit for No Limit.

6. **GOVERNING LAW/DISPUTE RESOLUTION:** The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, materials and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County,

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

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

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 Workmen's Compensation, FICA taxes, Occupational Taxes, all applicable federal, state and local taxes, etc. and that the County will not be obligated for same under this contract.

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

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

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

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

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

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

16. **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. 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.

17. 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-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.

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

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

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

\_\_\_\_\_  
Authorized Representative - Jeff Martin Auctioneers, Inc.

W. D. Carrington, President  
Jefferson County Commission

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

\_\_\_\_\_  
Aug-28-2014-721

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Pitney Bowes, Inc. to allow the Purchasing Department to connect with the U. S. Postal Service using software and equipment to facilitate a more cost effective bid circulation procedure in the amount of \$1,509 for FY2014 and \$6,036 for FY2015. This will reduce the amount of "returned mail" due to changes in addresses or wrong addresses, etc. and reduces time and materials (envelopes and paper).

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

\_\_\_\_\_  
Aug-28-2014-722

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

For Week of 8/5/14 - 8/11/14

1. SHERIFF'S OFFICE AND GENERAL SERVICES FROM MCCAIN UNIFORM, BIRMINGHAM, AL CONTRACT RENEWAL FOR LAW ENFORCEMENT UNIFORMS TO BE ORDERED BY USER DEPARTMENT ON AN AS NEEDED BASIS FOR THE PERIOD OF 9/13/14 - 9/12/15. (2<sup>nd</sup> year of contract) REFERENCE BID #96-13R
2. VARIOUS JEFFERSON COUNTY DEPARTMENTS FROM DELL MARKETING LP, ROUND ROCK, TX, CONTRACT RENEWAL FOR PRINTERS (LASER AND DOT MATRIX) TO BE ORDERED AS NEEDED BY USER DEPARTMENT ON AS NEEDED BASES FOR THE PERIOD OF 10/01/14 - 9/30/15. REFERENCE BID # 148-13

3. PROBATE COURT – BESSEMER FROM BIRMINGHAM RUBBER STAMP, BIRMINGHAM, AL, TO PAY INVOICE # 212720 DATED 7/07/14 FOR TWO (2) SHINY HEAVY DUTY DATER STAMPS. SHOPPING CART # 1000216266  
\$87.92 TOTAL

For Week of 8/12/14 - 8/18/14

1. GENERAL SERVICES (MEDCO ROAD) FROM AIRGAS, BIRMINGHAM, AL, TO AWARD BID F O R O X Y G E N , ACETYLENE & OTHER GASES TO BE ORDERED AS NEEDED BY USER DEPARTMENT FOR THE PERIOD OF 10/01/14 – 9/30/15. REFERENCE BID # 139-14
2. YOUTH DETENTION CENTER AND PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM SUNSHINE BEVERAGES, MONTGOMERY, AL, CONTRACT RENEWAL FOR SLUSH BASED BEVERAGES TO BE ORDERED AS NEEDED FOR THE PERIOD OF 10/01/14 – 9/30/15. (2ND RENEWAL) (TO BE REBID IN FY15) REFERENCE BID # 186-12
3. JEFFERSON COUNTY DEPARTMENTS AND PACA MEMBERS FROM SAFETY SOLUTIONS, BESSEMER, AL, CONTRACT RENEWAL FOR SAFETY SHOES AND BOOTS TO BE ORDERED AS NEEDED BY USER DEPARTMENTS FOR THE PERIOD OF 10/11/14 – 10/10/15. (2ND RENEWAL) (TO BE REBID IN FY15) REFERENCE BID # 118-13R
4. GENERAL SERVICES FROM A D I, BIRMINGHAM, AL, CONTRACT RENEWAL FOR ELECTRONIC SUPPLIES TO BE ORDERED AS NEEDED BY USER DEPARTMENT FOR THE PERIOD OF 10/01/14 – 9/30/15. (FIRST RENEWAL) REFERENCE BID # 174-13
5. GENERAL SERVICES: ADMINISTRATION FROM BIRMINGHAM ARMORED INCORPORATED, BIRMINGHAM, AL, TO EXTEND CONTRACT FOR THIRTY (30) DAYS. NEW CONTRACT IS IN ROUTE FOR APPROVAL. NEW EXPIRATION DATE: 9/30/2014, 2014. REFERENCE BID # 111-10
6. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM INGRAM EQUIPMENT COMPANY, PELHAM, AL, TO PURCHASE TWO (2) 2015 BRUSH TRUCKS. SAP PURCHASE ORDER # 2000080403 \$374,410.00 TOTAL  
NJPA CONTRACT # 102811
7. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM TOWN & COUNTRY FORD, BESSEMER, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR THE CONTINUED PURCHASE OF VEHICLE REPAIR PARTS AS NEEDED BY USER DEPARTMENT THROUGH 9/30/14. SAP PURCHASE ORDER # 2000075417  
CHANGE ORDER \$15,000.00 PURCHASE ORDER \$73,000.00 TOTAL
8. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM THOMPSON TRACTOR, ATLANTA, GA, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR THE CONTINUED PURCHASE OF VEHICLE REPAIR PARTS AS NEEDED BY USER DEPARTMENT THROUGH 9/30/14. SAP PURCHASE ORDER # 2000076078  
CHANGE ORDER \$ 8,000.00 PURCHASE ORDER \$36,000.00 TOTAL
9. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM SOUTHLAND INTERNATIONAL TRUCKS INCORPORATED, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR THE CONTINUED PURCHASE OF VEHICLE REPAIR PARTS AS NEEDED BY USER DEPARTMENT THROUGH 9/30/14.  
SAP PURCHASE ORDER # 2000076088 CHANGE ORDER \$4,000.00 PURCHASE ORDER \$24,000.00 TOTAL
10. SHERIFF'S DEPARTMENT: BIRMINGHAM JAIL CORRECTIONS FROM MCCAIN UNIFORMS, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR PAYMENT OF BELLY CHAINS.  
SAP PURCHASE ORDER # 2000076633 CHANGE ORDER \$1,000.00 REFERENCE BID # 96-13R  
PURCHASE ORDER \$9,000.00 TOTAL
11. ENVIRONMENTAL SERVICES: FIVE MILE CREEK WWTP FROM PULSAR PROCESS MEASUREMENT INCORPORATED, NICEVILLE, FL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO COVER FREIGHT CHARGE.  
SAP PURCHASE ORDER # 2000080318 CHANGE ORDER \$14.65 PURCHASE ORDER \$6,614.65 TOTAL

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

\_\_\_\_\_  
Aug-28-2014-723

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE EXCEPTIONS REPORT FILED BY THE PURCHASING DIVISION FOR THE WEEK OF 8/5/14 - 8/11/14 AND 8/12/14 - 8/18/14, BE AND THE SAME HEREBY IS APPROVED.

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

STAFF DEVELOPMENT

Multiple Staff Development

Community and Economic Development

LaWanza Webb	(grant funds)	\$1,246.89
Loretta Jackson		\$1,067.25
Paula Leeth-Potter		\$1,067.25
Pamela Mapp		\$1,232.35
Deborah Sasser		\$1,067.25
Keith Strother		\$1,127.25
Corleen Farley		\$1,127.25
Southeastern Employment and Training Conference Montgomery, AL – September 14-17, 2014		

County Attorney

Shawna Smith, Alison Gault and Brent Grainger		\$821.01
CLE Seminar to maintain bar license Birmingham, AL – September 19, 2014		

Family Court

Sylvia Johnson		\$166.44
Yolanda Sutton		\$166.44
Katrina Broaders		\$382.85
JPO Conference Orange Beach, AL - September 11-12, 2014 and/or September 18-19, 2014		

Kenneth McMullen		\$967.25
Rebekah Pearson		\$447.25
Adrillsa Steele		\$447.25
Darren Hardy		\$447.25
Shaniqua Hunter		\$371.38
Hilda Handley		\$447.25
Neal Resmondo		\$447.25
Cynthia Bunton-Frazier		\$447.25
JPO Conference Orange Beach, AL – September 24-26, 2014		

Information Technology

Denise Trimmier		\$888.67
Roosevelt Butler		\$918.67
NENA 911 Annual State Meeting Gulf Shores, AL – October 12-15, 2014		

Individual Staff Development

Community and Economic Development Grant Funds

Derek Marshall		\$1,524.61
Youth Development Symposium Chicago, IL – September 21-24, 2014		

Finance

George Tablack		\$1,291.38
Cost of Government Summit 2014 Washington, DC – September 22-24, 2014		

Revenue

Wes Stoudenmire		\$110.00
CRE Mandatory Update Hoover, AL – June 6, 2014		

Roads and Transportation

James Henderson		\$265.00
802 Legal Aspects of Easements Birmingham, AL – September 25, 2014		

For Information Only

Personnel Board

Andrew Burk		\$249.00
The Essentials of HR Law 2015 Birmingham, AL – September 30, 2014		

Terria McDonald		\$476.10
Fall Career Fair – University of South Alabama Mobile, AL – September 15-16, 2014		

Terria McDonald \$300.00  
Fall Career Fair – Alabama State University  
Montgomery, AL – October 3, 2014

Jim Grenne \$176.10  
Fall Career Fair – University of South Alabama  
Mobile, AL – September 15-16, 2014

Sheriff's Office  
Lawanda Bonner \$695.74  
Jake Money \$695.74  
Objective Pre-Employment Interviewing  
Marietta, GA – September 22-24, 2014

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

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BUDGET TRANSACTIONS

1. Personnel Board \$29,000 (For Information Only)

Shift funds and add purchasing memorandum to purchase modular furniture for the training department.

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

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Aug-28-2014-724

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 1 to the Agreement between Jefferson County, Alabama and AT&T Corporation to provide services to support the Voice over IP system for FY2014-2015 in the amount of \$112,916.40.

AT&T Master Reference No. 201210103727UA Jefferson County Contract No.: 00004978

AMENDMENT NO. 1 TO THE AGREEMENT

BY AND BETWEEN

AT&T CORP.

AND

JEFFERSON COUNTY COMMISSION

This Amendment No. 1 ("Amendment") to the Baseline Agreement (the "Agreement") is by and between ATT Corp. ("AT&T") and Jefferson County Commission ("Customer") last signed by Customer on 11/14/2012, MB: 164; PG: 100. This Amendment shall be effective when signed by both Customer and AT&T ("Effective Date"). AT&T and Customer shall be referred to herein as the "parties".

A. WHEREAS, the parties have entered into a Agreement contemporaneously with this Amendment, pursuant to which, in conjunction with various Pricing Schedules and supporting contract documents, AT&T provides various AT&T services to Customer.

B. WHEREAS, the parties desire to modify the terms and conditions, from the Effective Date of this Amendment.

NOW, THEREFORE, the parties hereby agree as follows:

1. Conflicting Provisions. This Amendment amends the Agreement as provided herein. In the event of any conflict or inconsistency between the term and conditions set forth in this Amendment and the Agreement, this Amendment shall control.

2. Services. This Amendment will apply to services and products that Customer may purchase from AT&T as more fully identified on Attachment A attached hereto and incorporated herein.

3. Amendment of the Agreement.

a. Article 12 titled "NON-DISCRIMINATION POLICY" is hereby modified and replaced with the following

12. 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. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status. The Contractor will ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability or veteran status. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff

or termination; rates of pay or other forms of compensation; and selection or training, including apprenticeship.

(Sic) 3. Effect of Amendment to the Agreement. The Agreement, together with its exhibits, schedules, service order attachments, and this Amendment constitutes the entire agreement of the parties with respect to the subject matter hereof and except as provided in this Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect. Any capitalized terms not defined herein shall have the meaning given to them in the Agreement.

IN WITNESS WHEREOF, the parties have caused this Amendment to be signed by its duly authorized officers or representatives.

AGREED:

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

AGREED:

AT&T

\_\_\_\_\_

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

\_\_\_\_\_  
Aug-28-2014-725

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 1 to the Agreement between Jefferson County, Alabama and Strategic Allied Technologies, Inc. to provide Cisco equipment and software for County departments and PACA members on an as needed basis for the period August 16, 2014 - August 15, 2015

Contract Amendment No. 1

This Amendment to Contract entered into this 15<sup>th</sup> day of August, 2014, between Jefferson County, Alabama, hereinafter referred to as "the County, and Strategic Allied Technologies, Inc., hereinafter referred to as the "Contractor" to provide Cisco Equipment and Software.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

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

The original contract between the parties referenced above was approved by The Commission on November 26, 2013, recorded in MB 165, page 541, and is hereby amended as follows:

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK

The effective date of this agreement is August 15, 2014; contract term expires August 14, 2015 with the County's option to renew for one (1) additional one (1) year term.

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

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

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

Jefferson County Commission

Strategic Allied Technologies, Inc.

\_\_\_\_\_, Authorized Signature

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

\_\_\_\_\_  
Aug-28-2014-726

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 1 to the agreement between Jefferson County, Alabama and The Board of Trustees of the University of Alabama for the University of Alabama at Birmingham (UAB) to provide clinical education for undergraduate and graduate nursing students for the period August 16, 2014 - August 15, 2015 at no cost.

CONTRACT NO.: 00005814

Contract Amendment No. 1

this Amendment to Contract entered into the 10<sup>th</sup> day of October, 2013, between Jefferson County, Alabama d/b/a Cooper Green Mercy Health Services, hereinafter referred to as "Facility" and The Board of Trustees of the University of Alabama for the University of Alabama at Birmingham, hereinafter referred to as "the School" to provide education for graduate and undergraduate nursing students.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

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

This contract amendment results from Jefferson County's Contract No. 00005814. The original contract between the parties referenced above, was approved by the Commission on January 9, 2014; recorded in MB: 166, Page (10):

Amend the term of the contract to August 16, 2014 through August 15, 2015.

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

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

Jefferson County Commission

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA FOR THE

UNIVERSITY OF ALABAMA AT BIRMINGHAM

Harlan Sands, JD, MBA - Vice Provost, Administrative and Quality Improvement

Cynthia S Selleck, PhD, RN - Associate Dean, Clinical Affairs and Partnerships

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

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Aug-28-2014-727

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 Evoqua Water Technology, LLC, to provide support and parts for the laboratory de-ionized water system for FY2014-2015 in the amount of \$2,427.

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

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Aug-28-2014-728

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Memorandum of Understanding between Jefferson County, Alabama and Mike Hale, in his official capacity as Sheriff of Jefferson County, AL for use of a portable x-ray machine to be delivered to the Birmingham Jail for the period October 1, 2013 - September 30, 2014.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and entered into by Mike Hale, in his official capacity as Sheriff of Jefferson County, Alabama ("Sheriff Hale") and Jefferson County, Alabama (the "County"), wherein the parties hereto agrees as follows:

WHEREAS, Sheriff Hale maintains custody of inmates at the Jefferson County Jail in Birmingham (the "Jail"); and

WHEREAS, Sheriff Hale is obligated to provide necessary medical care to inmates at the Jail; and

WHEREAS, some inmates for whom Sheriff Hale provides necessary medical care at the Jail require x-ray services; and

WHEREAS, Sheriff Hale does not currently have access to an x-ray machine at the Jail; and

WHEREAS, the County has in its possession a certain portable x-ray machine particularly described as GE AMX Portable Radiography Unit - Jefferson County inventory number 071502 (the "Machine"); and

WHEREAS, Sheriff Hale and the County mutually agree that it would be in their combined best interest to allow Sheriff Hale the use of the Machine.

NOW THEREFORE, for the mutual consideration set forth herein, the amount and sufficiency of which is acknowledged by the parties to this MOU, Sheriff Hale and the County have entered into this MOU, whereby it is agreed that:

1. The Machine will be delivered to the Jail, where Sheriff Hale and/or medical personnel at the Jail shall have sole use of the Machine during the term of this MOU. During the term of this MOU, Sheriff Hale shall be solely responsible for all maintenance and repair costs for the Machine. During the term of this MOU, Sheriff Hale shall be solely responsible for all costs related to producing and interpreting any reports generated by the Machine.
2. This MOU shall be effective as of October 1, 2013 and its initial term shall continue until September 30, 2014. Unless terminated as

provided for herein, this MOU shall automatically renew for additional one-year terms effective October 1st of each year beginning in 2014.

3. Either party may terminate this MOU upon providing thirty (30) days written notice to the other party. The Sheriff shall return the Machine to the County upon the termination of this MOU. Notice of termination shall be addressed as follows:

If to Sheriff Hale: Sheriff Mike Hale  
2200 Reverend Abraham Woods Jr. Blvd.  
Birmingham, Alabama 3 5203

With a copy to: Rob Riley  
Jay Murrill  
Riley & Jackson  
3530 Independence Drive  
Birmingham, Alabama 35209

If to the County: Jefferson County Commission President  
Jefferson County Courthouse  
716 North Richard Arrington, Jr. Blvd.  
Birmingham, Alabama 35203

With a copy to: Jefferson County Attorney  
Jefferson County Courthouse  
716 North Richard Arrington, Jr. Blvd.  
Birmingham, Alabama 35203

AGREED AND ACCEPTED:

Sheriff Mike Hale

AGREED AND ACCEPTED:

David Carrington, President  
Jefferson County Commission

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

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Aug-28-2014-729

WHEREAS, the polling location, Precinct 2250, Jackson Elementary School, located at 1401 16<sup>th</sup> Way SW, Birmingham, Al., is now closed and no longer available as a polling precinct; and

WHEREAS, the More Than Conquerors Faith Church, located at 1327 Dennison Ave. SW, Birmingham, Al. 35211, has been made available for a polling precinct.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the polling precinct located at Jackson Elementary School relocate to the More Than Conquerors Faith Church.

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

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Aug-28-2014-730

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

Cooperative Agreement with Alabama Emergency Management Agency for the FY2014 Emergency Management Performance Grant (EMPG) funding in the amount of \$250,584.

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

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Aug-28-2014-731

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby acknowledges its receipt of the

following described matter approved by the Jefferson County Emergency Management Agency (“EMA”) Council.

Amendment No. 1 to the agreement with ESI Acquisition, Inc. to provide WebEOC software support and maintenance for the period June 1, 2014 - May 31, 2015 in the amount of \$18,495.

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

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Aug-28-2014-732

WHEREAS, Jefferson County Center for Workforce Development desires to serve as the Host Agency under the Alabama Department of Senior Services (ADSS) Senior Community Service Employment Program; and

WHEREAS, the Host Agency agrees to provide a work site for a Senior Aide; and

WHEREAS, the contract period is from July 1, 2014 – June 30, 2015; and

WHEREAS, under the terms of the agreement there is no cost to Jefferson County.

NOW, THEREFORE, BE IT RESOLVED, by the Jefferson County Commission that the Commission President is authorized to sign the SSAI/ADSS SCSEP Host Agency Agreement.

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

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Aug-28-2014-733

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, W. D. Carrington, is authorized to sign Modification 43-A to the WIA Plan No. 43-0. The modification corrects the Performance Goals for Adult, Dislocated Worker, and Youth programs. The amount of funding of \$3,598,573.00 remains the same.

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

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Aug-28-2014-734

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

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

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

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

Now, Therefore Be It Resolved, by the Jefferson County Commission that the President David Carrington is authorized to consent and on behalf of the applicant, to accept jurisdiction for the enforcement of all aforesaid responsibilities, and is hereby authorized once the fifteen (15) day comment period has expired to execute and submit to the U.S. Department of Housing and Urban Development (HUD) a "Request for Release of Funds Certification" and documents for the Gardendale New Castle Park Improvements Project (CDBG13-03F-U04-NCP) from the Community Development Block Grant Program.

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



Aug-28-2014-735

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

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

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

Now, Therefore Be It Resolved, by the Jefferson County Commission that the President David Carrington is authorized and hereby directed to execute the Finding of No Significant Impact for the Gardendale New Castle Park Improvements Project (CDBG13-03F-U04-NCP)

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

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Aug-28-2014-736

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

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

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

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

Now, Therefore Be It Resolved, by the Jefferson County Commission that the President David Carrington is authorized to consent and on behalf of the applicant, to accept jurisdiction for the enforcement of all aforesaid responsibilities, and is hereby authorized once the fifteen (15) day comment period has expired to execute and submit to the U.S. Department of Housing and Urban Development (HUD) a "Request for Release of Funds Certification" and documents for the Fairfield Sidewalk Improvements Project (CDBG13-03L-M1-FSW) from the Community Development Block Grant Fund Program.

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

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Aug-28-2014-737

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

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

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

Now, Therefore Be It Resolved, by the Jefferson County Commission that the President David Carrington is authorized and hereby directed to execute the Finding of No Significant Impact for the Fairfield Sidewalk Improvements Project (CDBG13-03L-M1-FSW).

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

Aug-28-2014-738

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

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

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

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

Now, Therefore Be It Resolved, by the Jefferson County Commission that the President David Carrington is authorized to consent and on behalf of the applicant, to accept jurisdiction for the enforcement of all aforesaid responsibilities, and is hereby authorized once the fifteen (15) day comment period has expired to execute and submit to the U.S. Department of Housing and Urban Development (HUD) a "Request for Release of Funds Certification" and documents for the Rosedale Sidewalk Improvements (CDGB13-03L-M05-RS3) from the Community Development Block Grant Program.

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

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Aug-28-2014-739

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

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

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

Now, Therefore Be It Resolved, by the Jefferson County Commission that the President David Carrington is authorized and hereby directed to execute the Finding of No Significant Impact for the Rosedale Sidewalk Improvements (CDGB13-03L-M05-RS3)

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

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Aug-28-2014-740

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

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

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

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

Now, Therefore Be It Resolved, by the Jefferson County Commission that the President, David Carrington, is authorized to consent

and on behalf of the applicant, to accept jurisdiction for the enforcement of all aforesaid responsibilities, and is hereby authorized once the fifteen (15) day comment period has expired to execute and submit to the U.S. Department of Housing and Urban Development (HUD) a "Request for Release of Funds Certification" and documents for Rosedale Sidewalks Phase II (CDBG12-03L-M05-RS2) from the Community Development Block Grant Program.

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

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Aug-28-2014-741

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 Rosedale Sidewalks Phase II (CDBG12-03LM05-RSI).

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

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Aug-28-2014-742

#### AMENDING COMMUNITY DEVELOPMENT PROGRAMS

WHEREAS, the Housing and Community Development Act of 1974, as amended, provides that an Urban County may make application to the U.S. Department of Housing and Urban Development for Community Development Block Grants; and

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) has accepted Jefferson County and municipal consortium members located therein, as a fully qualified Urban County for Community Development Block Grants, Emergency Shelter Grants, Emergency Solutions Grants, and the HOME Program; and

WHEREAS, Jefferson County desires to amend its Community Development Statement of Objectives and Projected Use of Funds for the Program Years 2009 through 2013 of its Five-Year Consolidated Plan and One-Year Action Plans to allow for those changes described in the attached pages, those pages being a part of this resolution; and

WHEREAS, Jefferson County has held a public hearing in accordance with HUD regulations and its Citizen Participation Plan and has actively solicited the participation of municipal authorities and citizens throughout the County, and that said amendment has been prepared in a manner that meets or exceeds all known federal, state, and local requirements and regulations;

NOW, THEREFORE, BE IT RESOLVED by the County Commission of Jefferson County, Alabama, that:

1. The Jefferson County Community Development Programs One-Year Action Plans for the years 2009 through 2013, is hereby amended as said above; and
2. The President of the County Commission is authorized and hereby directed to execute, sign all applications forms and certifications and submit to the U.S. Department of Housing and Urban Development (HUD) the attached Amended Statements of Community Development Objectives and Projected Use of Funds and the Amended Consolidated Action Plan for Community Development programs.

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

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Aug-28-2014-743

WHEREAS, the County of Jefferson Alabama (hereinafter at times referred to as County) is desirous of having certain improvements made within the Limits of Jefferson County, in accordance with plans prepared by the Alabama Department of Transportation and designated as Project Number: ACAA61006-ATRP(008) Resurface CR-123 (Tarrant Road) from SR-3 (US-31) to CR-121 (New Castle Road).

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

WHEREAS, the Federal Highway Administration, an agency of the United States of America, will not participate in any funding for the construction of said project until and unless the County will agree to certain requirements of the Federal Highway Administration. The County for the purpose of complying with requirements of the Federal Highway Administration in regard to its funding of improvements of the type and kind in this agreement provided for, does hereby pass and adopt the following resolution:

BE IT RESOLVED by the Commission of Jefferson County, that the plans of said project including alignment, profile, grades, typical sections and paving layouts as submitted to this County and which are now on file in the office of the County Clerk are hereby approved and that the location of said project as staked out by the Alabama Department of Transportation and as shown by said plans referred to are hereby approved and the Alabama Department of Transportation, in cooperation with the Federal Highway Administration, is hereby authorized to proceed with the grading, draining, paving, and otherwise improving and construction of said project in accordance with said plans.

The County by and through its Commission hereby grants to the Alabama Department of Transportation the full use of and access to the dedicated widths of any existing streets for the construction of said project and hereby agrees to permit and allow the Alabama Department of Transportation to close and barricade the said project and intersecting streets for as long as necessary while the said project is being graded, drained, paved, and otherwise improved, and hereby agrees that the use of any street or highway for parking within an interchange area will not at any time be permitted. The County hereby further agrees to adopt or pass such legally effective ordinances and/or laws as will permanently barricade and/or relocate certain intersecting streets as required by the State and to permanently deny or limit access at certain locations as required by the State along said improvements, all of which are more specifically stated as follows:

N/A

Please refer to: Project Notes (Sheets 2B - 2C)

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

Please refer to: Traffic Control Plans (Sheets 5 - 9)

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

E IT FURTHER RESOLVED by this County Commission:

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

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

THIS RESOLUTION PASSED, ADOPTED, AND APPROVED this the 28<sup>th</sup> day of August, 2014.

ATTEST

County Clerk

W.D. Carrington

Commission President

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

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Aug-28-2014-744

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Surety Deposit Agreement with Collateral Properties, LLC for the bridge removal and cul-de-sac construction on Cloverdale Drive in the amount of \$57,660.

JEFFERSON COUNTY DEVELOPMENT SURETY DEPOSIT AGREEMENT

Project: Cloverleaf Drive Improvements  
Improvements: Bridge Removal and Cul-de-sac Construction  
Developer: Collateral Properties, LLC  
Owner: Thomas F . Talbot  
Completion Date: October 1, 2015  
Deposit: \$ 57,660.00

This agreement is between Jefferson County, Alabama (the "County") and both the Developer identified above ("Developer") and the Owner identified above ("Owner").

W I T N E S S E T H:

WHEREAS, Developer is developer of the above project in Jefferson County, Alabama (the "Project"), and has not yet constructed and installed the above described Project improvements (the "Improvements"); and

WHEREAS, the Improvements must be completed to comply with the County's Subdivision Regulations; and

WHEREAS, the Improvements are scheduled and required to be completed before the above completion date (the "Completion Date"); and

WHEREAS, the Developer and Owner have provided the above sum (the "Deposit") to the County to secure the completion of the Improvements (Plans Review Project Number 2014-04-4), herein described as "Project"

NOW THEREFORE in consideration of the premises, the mutual covenants contained herein and intending to be legally bound hereby, the parties hereto agree as follows:

1. Developer and Owner shall deposit the Deposit with the County to hold in the County's bank deposit account pursuant to this Deposit Agreement.

2. The completion of the Project by the Developer and Owner is contingent on the compliance with the Zoning Case Z-2011-020 covenants and the approved Project 2014-04-4 Construction Plans, as well as the County Commission's approval of the vacation of Cloverleaf Drive between Wideman Branch and US Highway 280.

3. If the Improvements have not been completed on or before the Completion Date, the County shall be entitled to consider the Deposit as forfeited by the Developer and Owner.

4. If the work on the Improvements has begun, and the Developer is not progressing in a timely manner, the County is entitled to use the funds to cause the completion of the Project. Should the amount of the Deposit be insufficient to complete the Improvements, the County shall notify Developer and Owner(s) of the amount of the deficiency (the "Deficiency") which sum shall be due and payable from Developer and Owner(s) to the County within five business days after delivery or posting in the U. S. Mail of the notice to the following address:

Collateral Properties, LLC  
1900 Crestwood Boulevard Suite 300  
Irondale, AL 35210  
Phone 205-951-4488  
Fax 205-951-4070

5. If all of any part of the Deficiency remains unpaid on the sixth business day following delivery of the aforesaid notice, Developer and Owner(s) hereby grant the County a Lien for such unpaid amount on all of the real property and interests in real property each owns at the site of the Project to secure the payment thereof.

6. If legal action by the County is performed in order to enforce any provision of this Deposit Agreement, the Developer and Owner(s) hereby agrees to pay the reasonable amount or value thereof and any costs and expenses.

7. In case the Developer fails to complete the bridge removal Improvements before the Completion Date, the Owner or Owners shall grant a temporary construction easement to the County for the work to be otherwise unconditionally completed. The temporary construction easement shall be included in the Cloverleaf Drive vacation and expire when the Deposit is returned or when the bridge has been removed.

8. If the County Commission fails to approve the vacation of the right-of-way as specified in Item 2, the Developer and Owner(s) are entitled to a refund of the full amount of the Deposit, provided application is made to the County prior to the Completion Date.

9. Should the property transfer ownership before the Completion Date as identified above ("Completion Date"), a new agreement shall be executed by the new Developer and Owner(s) and the County within 30 days of closing of the property. If on the 31st day past the closing of the property a new agreement naming the new Developer and new Owner(s) has not been executed with Jefferson County for the above listed improvements ("Project"), the full amount of the surety as identified above ("Deposit") shall be forfeited to the County for use in the ordinary course of business.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by the duly authorized representatives as below.

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President - Jefferson County Commission

Collateral Properties, LLC - Developer

R. Bryan Ratliff, President & CEO

Thomas F. Talbot, Owner

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

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Aug-28-2014-745

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Surety Deposit Agreement with Stonegate Development, LLC to add a seal coat of asphalt on Newfound Cove - Phase I in the amount of \$12,529.90.

JEFFERSON COUNTY SUBDIVISION SURETY DEPOSIT AGREEMENT

Stonegate Development, LLC

Developer

Newfound Cove - Phase 1

Project

Seal coat of asphalt

Improvements

August 1, 2015

Completion Date

\$12,529.00

Deposit

This agreement is between Jefferson County, Alabama (the "County") and the Developer identified above ("Developer").

WITNESSETH:

WHEREAS, Developer is developer of the above project in Jefferson County, Alabama (the "Project"), and has not yet constructed and installed the above described Project improvements (the "Improvements"); and

WHEREAS, the Improvements must be completed to comply with the County's Subdivision Regulations; and

WHEREAS, the Improvements are scheduled and required to be completed before the above completion date (the "Completion Date"); and

WHEREAS, the County is amenable to signing the record plat map for the Project pending completion of the Improvements, if Developer deposits the above sum (the "Deposit") with the County to secure completion of the Improvements.

NOW THEREFORE in consideration of the premises, the mutual covenants contained herein and intending to be legally bound hereby, the parties hereto agree as follows:

1. Developer shall deposit the Deposit with the County to hold in the County's bank deposit account pursuant to this Deposit Agreement.

2. The County shall sign the record plat map for the Project upon receipt of the Deposit.

3. If the Improvements have not been completed on or before the Completion Date, the County shall be entitled to use the Deposit to complete the Improvements. If the proceeds of the Deposit exceed the amount required to complete the Improvements, the excess shall be refunded to Developer.

4. If the amount of the Deposit is insufficient to complete the Improvements, the County shall notify Developer of the amount of the deficiency (the "Deficiency") which sum shall be due and payable from Developer to the County within five business days after delivery or posting in the U. S. Mail of the notice to the following address:

1420 Northbrook Drive  
Gardendale, AL 35071  
205-631-1500

5. If all of any part of the Deficiency remains unpaid on the sixth business day following delivery of the aforesaid notice, Developer hereby grants the County a Lien for such unpaid amount on all of the real property and interests in real property Developer owns at the site of the Project to secure the payment thereof.

6. If legal action by the County is performed in order to enforce any provision of this Deposit Agreement the Developer hereby agrees to pay the reasonable amount or value thereof and any costs and expenses.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by the duly authorized representatives as below.  
JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President - Jefferson County Commission  
Stonegate Development, LLC - Developer  
David Null, Member

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

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Aug-28-2014-746

A RESOLUTION IDENTIFYING SURPLUS COUNTY  
EQUIPMENT AND AUTHORIZING THE DISPOSAL OF  
SAID EQUIPMENT VIA SALE TO SCRAP YARD

WHEREAS, the County Fleet Manager has determined the following list of retired rolling stock and/ or miscellaneous equipment to be surplus, all salvageable parts have been used, and of no further use to the County.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the following County assets are hereby declared to be surplus property removed from the fixed assets inventory and disposed of via sale to a local scrap yard.

<u>VEHICLE</u> <u>NUMBER</u>	<u>VEHICLE</u> <u>IDENTIFICATION</u>	<u>VEHICLE</u> <u>DESCRIPTION</u>	<u>COUNTY</u> <u>ASSET NUMBER</u>
A986022	2FAFP73WOWX186962	1998 FORD C V	981997
A036067	2FAHP71 W43X183781	FORDCV03	030750
A031102	2GIVVF52E739332938	CHEV IMP ALA 03	030925
BO11342	3B7HF12Y51G207104	2001 DODGE 1500	002133
A066203	2FAFP71W76X113803	FORD C V G/W 06	060180
A046024	2FAFP71W14X154196	FORDCV04	040672
A084101	2F AFP73V28X1 06555	FORDCV08	160000005279
A066045	2FAFP71W06X134718	FORDCV06	060608
B011591	1GCEC14W71Z304196	2001 CHEV C10	60000001638, 011363
A066010	2FAFP71W16X113828	FORDCV06	060167
A976203	2G1WL52M7V9239579	1997 CHEV LUMINA	971040
A086002	2FAFP71V78X118834	FORDCV08	160000005080
A046022	2FAFP71W44X154225	FORD C V G/W 04	040662
A036066	2F AHP71W23X183780	FORDCV03	030749
A066218	2FAFP71WX6X134726	FORDCV06	060588
C993211	1GBHC34FOXF081989	GMC C3500	000274
A036064	2FAHP71W43X183778	FORDCV03	030747

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

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

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Aug-28-2014-747

RESOLUTION AUTHORIZING CONDEMNATION OF THE FOLLOWING DESCRIBED  
PROPERTIES FOR THE PUBLIC PURPOSES SPECIFIED

BE IT RESOLVED BY THE JEFFERSON COUNTY Commission that the said Commission finds, determines, declares and hereby orders that:

1. The Public interest and necessity require the acquisition, construction and completion by Jefferson County, Alabama of a public improvement, namely "Patton Chapel Road, Phase III" – Road #512 - Tracts No 8, 9, 14, 16, 20, 26, 35, 42, 49, 50 p-1, 50 p-2 and 55. The public interest and necessity require the acquisition of said improvement of the real property, or interest in real property hereinafter described.

2. It is necessary and in the public interest for Jefferson County, Alabama to construct, install and namely "Patton Chapel Road, Phase III" – Road #512 - Tracts No 8, 9, 14, 16, 20, 26, 35, 42, 49, 50 p-1, 50 p-2 and 55 in, over, on or under the hereinafter described lands, and the right to remove all improvements, trees, undergrowth and other obstructions situated on said lands, and also the right-to-enter upon said lands for the purpose of constructing, maintaining and repairing the said public improvement constructed or installed thereon, thereover, or thereunder.

3. That the County Attorney of Jefferson County hereby is, authorized, directed and empowered:

(a) To prepare, institute and prosecute for and in the name of Jefferson, County Alabama, condemnation proceedings pursuant to the constitution and statutes of the State of Alabama against the persons hereinafter named and the property hereinafter described and any and all other persons who own or are reputed to own, claim or assert any right, title or interest in or to the herein described property.

(b) To prepare, secure, execute and file any bonds necessary for security for costs or to obtain a right-of-entry to said property pending final disposition of said cause, and to appeal from any order of condemnation that may be entered in the Probate Court of Jefferson County, Alabama to the Circuit Court of Jefferson County, Alabama in respect to any parcel in the event any award made in the Probate Court in said cause as to said parcel may in the opinion of this Commission be excessive.

1. The property or interest in property which said County Attorney is by this Resolution authorized and directed to acquire for said public use is situated in Jefferson County, Alabama and the owner or owners of said property or the claimants of some right, title or interest therein are set out below, each of said individual persons so named being over the age of twenty-one (21) years, a resident of Jefferson County, Alabama and each corporation named being an Alabama Corporation unless otherwise specifically set out, each said party residing or having its principal place of business at the address set opposite their names.

Said proceedings to acquire and obtain for Jefferson County, Alabama an easement or right-of-way to install, construct and maintain namely "Patton Chapel Road, Phase III" – Road #512 - Tracts No 8, 9, 14, 16, 20, 26, 35, 42, 49, 50 p-1, 50 p-2 and 55 in, over, upon or under the following described lands and the right to remove all improvements, trees, undergrowth or other obstruction situated on said property, and the right to prevent any person from placing or maintaining any obstruction of said lands and also the right to enter upon said lands for the purpose or constructing, maintaining, and repairing the public improvements installed or construction on, under, upon said lands described as follows:

Tract 8

Saad S. Elsherbini  
3401 Hurricane Lane  
Birmingham, AL 35226

Commence at the NW corner of the NW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 14, Township 19 South, Range 3 West, a 3" capped iron; thence run Southerly along the Westerly line of said  $\frac{1}{4}$  -  $\frac{1}{4}$  section a distance of 1258.38 feet; thence turn left 78°04'15" and run Southeasterly a distance of 306.76 feet to point "A", for future reference and to the beginning of a curve to the right, having a central angle of 3°17'23" and a radius of 2490.00 feet; thence run along the arc of said curve a distance of 28.54 feet to the Point of beginning of a right-of-way of variable widths being bound to the North and Northwest by the Southwesterly, Westerly and Northerly lot line of lot 1, Heatherton Estates as recorded in Map Book 84, Page 38 in the Office of the Judge of Probate, Jefferson County, Al , Birmingham Division and bound to the South by a line being, at this point 63.96 feet Southerly of the following described line and decreasing to a point 32.12 feet Southerly of the following described line 15.00 feet ahead; thence continue Southeasterly along said arc a distance of 15.00 feet, at this point the right-of-way decreases to 23.67 feet Southerly of the following described line 182.44 feet ahead; thence continue along said arc a distance of 99.42 feet to the end of said curve; thence continue Southeasterly along the extended tangent of said curve a distance of 37, more or less to a Northwesterly extension of the Easterly lot line of said lot 1 and to the end of this right-of-way.

Commence at point "A" and from the afore mentioned direction run along the arc of said curve a distance of 28.54 feet to the Point of Beginning of a Temporary Construction Easement (TCE) of variable widths being bound to the North by the right-of-way as described above and bound to the South by a line being, at this point 63.96 feet Southerly of the following described line and decreasing to a point 50 feet Southerly of the following described line 15.00 feet ahead; thence continue along said arc a distance of 15.00 feet, at this point the TCE decreases to 40 feet Southerly of the following described line 175.00 feet ahead; thence continue along said arc a distance of 99.42 feet to the end of said curve; thence continue Southeasterly along the extended tangent of said curve a distance of 37, feet, more or less to a Northwesterly extension of the Easterly lot line of said lot 1 and to the end of this TCE.

Less and except any portion of said Right-of-Way or the Temporary Construction Easement that lies within existing Roadway Easements or outside the boundaries of the grantor's property.

All of said Right-of-Way and Temporary Construction Easement lie in SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 14, Township 19S South, Range



3 West, and the right-of-way contains 0.039 acres, more or less, and the Temporary Construction Easement contains 0.069 acres, more or less.

This Temporary Construction Easement will terminate upon completion and acceptance of said project and thereafter will constitute no cloud on the title of the grantor.

Tract 9

Robert S. Scelsi  
3428 Chapel Lane  
Hoover, AL 35226

Commence at the NW corner of the NW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 14, Township 19 South, Range 3 West, a 3" capped iron; thence run Southerly along the Westerly line of said  $\frac{1}{4}$  -  $\frac{1}{4}$  section a distance of 1258.38 feet; thence turn left 78°04'15" and run Southeasterly a distance of 306.76 feet to the beginning of a curve to the right, having a central angle of 3°17'23" and a radius of 2490.00 feet; thence run along the arc of said curve a distance of 142.96 feet to the end of said curve; thence continue Southeasterly along the extended tangent of said curve a distance of 37 feet, more or less to a Northwesterly extension of grantors property line and to point "A", for future reference and to the Point of beginning of a right-of-way of variable widths being bound to the North by the Southerly right-of-way of Chapel Lane and bound to the South by a line being 32.12 feet Southerly of the following described line 136.42 feet back and decreasing to 23.67 feet Southerly of the following described line 46.02 feet ahead; thence continue Southeasterly a distance of 46.02 to the end of this right-of-way.

Commence at point "A" for the Point of Beginning of a Temporary Construction Easement (TCE) of variable widths being bound to the North by the right-of-way as described above, the existing Southerly right-of-way of Chapel Lane and bound to the South by a line lying 40 feet Southerly of and parallel to the following described line; thence continue Southeasterly a distance of 113.58 feet, at this point the TCE decreases to 27.95 feet Southerly of the following described line 125.00 feet ahead; thence continue Southeasterly a distance of 125.00 feet to the end of this TCE.

Less and except any portion of said Right-of-Way or the Temporary Construction Easement that lies within existing Roadway Easements or outside the boundaries of the grantor's property.

All of said Right-of-Way and Temporary Construction Easement lie in SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 14, Township 19S South, Range 3 West, and the right-of-way contains 0.001 acres, more or less, and the Temporary Construction Easement contains 0.049 acres, more or less.

This Temporary Construction Easement will terminate upon completion and acceptance of said project and thereafter will constitute no cloud on the title of the grantor.

Tract 14

Elizabeth Ritchey  
1600 Patton Chapel Rd  
Hoover, AL 35226

Commence at the NW corner of the NW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 14, Township 19 South, Range 3 West, a 3" capped iron; thence run Southerly along the Westerly line of said  $\frac{1}{4}$  -  $\frac{1}{4}$  section a distance of 1165.26 feet; thence turn left 131°00'21" and run Northeasterly a distance of 255.48 feet; thence turn left 180°00'00" and run Southwesterly a distance of 38.00 feet to a Southeasterly extension of the Northeasterly lot line of Lot 15, Block 1 of Heatherbrook, Third Addition as recorded in Map Book 16, Page 34 in the Office of the Judge of Probate of Jefferson County, Al , Bessemer Division to the Point of Beginning of a Temporary Construction Easement (TCE) of variable widths being bound to the Southeast by the existing Northerly right-of-way of Patton Chapel Road and bound to the North by a line being 56 feet Northerly of the following described line 72.27 feet back and decreasing to 40 feet Northerly of the following described line 52.73 feet ahead; thence continue Southwesterly a distance of 52.73 feet, at this point the TCE increases to 55 feet Northerly of the following described line 110.00 feet ahead; thence continue Southwesterly a distance of 108.23 feet to the beginning of a curve to the left, having a central angle of 42°20'08" and a radius of 371.00 feet; thence run along the arc of said curve a distance of 1.77 feet the end of this right-of-way.

Less and except any portion of said Temporary Construction Easement that lies within existing Roadway Easements or outside the boundaries of the grantor's property.

All of said Temporary Construction Easement lies in NW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 14, Township 19S South, Range 3 West, and the Temporary Construction Easement contains 0.049 acres, more or less.

This Temporary Construction Easement will terminate upon completion and acceptance of said project and thereafter will constitute no cloud on the title of the grantor.

Tract 16

Frank B. & Kenda L. Rigdon  
1610 Patton Chapel Rd

Hoover, AL 35226

Commence at the NW corner of the NW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 14, Township 19 South, Range 3 West, a 3" capped iron; thence run Southerly along the Westerly line of said  $\frac{1}{4}$  -  $\frac{1}{4}$  section a distance of 1165.26 feet to point "A", for future reference; thence turn left  $131^{\circ}00'21"$  and run Northeasterly a distance of 234.75 feet to the Point of Beginning of a right-of-way of variable widths being bound to the Southeast by the Southeast lot line of Lot 14 of Heatherbrook as recorded in Map Book 16, Page 34 in the Office of the Judge of Probate, Jefferson County, Alabama, Bessemer Division and being bound to the Northwest by a line being, at this point 22.74 feet Northwesterly of the following described line and increasing to 36.44 feet Northwesterly of the following described line 155.00 feet ahead; thence continue Northeasterly a distance of 20.73 feet to the beginning of a curve to the left, having a central angle of  $18^{\circ}29'22"$  and a radius of 533.00 feet; thence run along the arc of said curve a distance of 96 feet, more or less to a Southeasterly extension of the Northeasterly lot line of said Lot 14 and to the end of this right-of-way.

Commence at Point "A" and from the afore described direction turn left  $131^{\circ}00'21"$  and run Northeasterly a distance of 216.75 feet to the Point of Beginning of a Temporary Construction Easement (TCE) being bound to the Southeast by the Southeast lot line of Lot 14 of Heatherbrook as recorded in Map Book 16, Page 34 in the Office of the Judge of Probate, Jefferson County, Alabama, Bessemer Division and being bound to the Northwest by a line being 40 feet Northwesterly of the following described line 52 feet back and increasing to 56 feet Northwesterly of the following described line 73.00 feet ahead; thence continue Northeasterly a distance of 38.73 feet to the beginning of a curve to the left, having a central angle of  $18^{\circ}29'22"$  and a radius of 533.00 feet; thence run along the arc of said curve a distance of 34.27 feet, at this point the TCE decreases to 45 feet Northwesterly of the following described line 65.00 feet ahead; thence continue along said arc a distance of 62 feet, more or less to a Southeasterly extension of the Northeasterly lot line of said Lot 14 and to the end of this TCE.

Less and except any portion of said Right-of-Way or the Temporary Construction Easement that lies within existing Roadway Easements or outside the boundaries of the grantor's property.

All of said Right-of-Way and Temporary Construction Easement lie in NW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 14, Township 19S South, Range 3 West, and the right-of-way contains 0.012 acres, more or less, and the Temporary Construction Easement contains 0.061 acres, more or less.

This Temporary Construction Easement will terminate upon completion and acceptance of said project and thereafter will constitute no cloud on the title of the grantor.

Tract 20

Bank of America, N.A.  
5401 North Beach Street  
Ft Worth, TX 76137

Commence at the NW corner of the NW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 14, Township 19 South, Range 3 West, a 3" capped iron; thence run Southerly along the Westerly line of said  $\frac{1}{4}$  -  $\frac{1}{4}$  section a distance of 1165.26 feet; thence turn left  $131^{\circ}00'21"$  and run Northeasterly a distance of 255.48 feet to point "A", for future reference; to the beginning of a curve to the left, having a central angle of  $18^{\circ}29'22"$  and a radius of 533.00 feet; thence run along the arc of said curve a distance of 96.27 feet to a Southeasterly extension of the Southwesterly lot line of Lot 13 of Heatherbrook as recorded in Map Book 16, Page 34 in the Office of the Judge of Probate, Jefferson County, Alabama, Bessemer Division and to the Point of Beginning of a right-of-way of variable widths being bound to the Southeast by the Southeast lot line of said Lot 13 and being bound to the Northwest by a line being 22.74 feet Northwesterly of the following described line 117.00 feet back and increasing to 36.44 feet Northwesterly of the following described line 38.00 feet ahead; thence continue Northeasterly a distance of 38.00 feet to Southeasterly extension of the Northeasterly lot line of said Lot 13 and to the end of this right-of-way.

Commence at Point "A" and from the afore described direction run along the arc of said curve a distance of 96.27 feet to a Southeasterly extension of the Southwesterly lot line of Heatherbrook as recorded in Map Book 16, Page 34 in the Office of the Judge of Probate, Jefferson County, Alabama, Bessemer Division and to the Point of Beginning of a Temporary Construction Easement (TCE) being bound to the Southeast by the Southeast lot line of said Lot 13 and being bound to the Northwest by a line being 56 feet Northwesterly of the following described line 62.00 feet back and decreasing to 45 feet Northwesterly of the following described line 3.0 feet ahead; thence continue Northeasterly a distance of 3.00, at this point the TCE is 45 feet Northwesterly of and parallel to the following described line; thence continue along said arc a distance of 75.74 feet to the end of this curve; thence run along the extended tangent of said curve a distance of 57.26 feet, at this point the TCE increases to 70 feet Northwesterly of the following described line 21.54 feet ahead; thence continue Northeasterly a distance of 21.54 feet to the end of this TCE.

Less and except any portion of said Right-of-Way or the Temporary Construction Easement that lies within existing Roadway Easements or outside the boundaries of the grantor's property.

All of said Right-of-Way and Temporary Construction Easement lie in NW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 14, Township 19S South, Range 3 West, and the right-of-way contains 0.001 acres, more or less, and the Temporary Construction Easement contains 0.006 acres, more or less.

This Temporary Construction Easement will terminate upon completion and acceptance of said project and thereafter will constitute no cloud on the title of the grantor.

Tract 26

Patton Creek Associates, Inc  
4505 Pine Tree Circle #221  
Vestavia Hills, AL 35243

Commence at the NW corner of the NW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 14, Township 19 South, Range 3 West, a 3" capped iron; thence run Southerly along the Westerly line of said  $\frac{1}{4}$  -  $\frac{1}{4}$  section a distance of 1165.26 feet; thence turn left  $131^{\circ}00'21''$  and run Northeasterly a distance of 342.23 feet; thence turn left  $18^{\circ}29'22''$  and continue Northeasterly a distance of 297.70 feet to Point "A", for future reference and to the beginning of a curve to the right, having a central angle of  $35^{\circ}14'02''$  and a radius of 720.00 feet; thence run along the arc of said curve a distance of 136 feet, more or less to a Northwesterly extension of the grantors Westerly property line and to the Point of Beginning of a Right-of-Way of variable widths being bound on the Northerly side by the existing Southerly right-of-way of Patton Chapel Road and bounded on the Southerly side by a line being 41.50 feet Southerly of the following described line 136 feet back and decreasing to a point 39.82 feet Southerly of the following described line 35.31 feet ahead; thence continue along the arc of said curve a distance of 35.31 feet, at this point the right-of-way decreases to a point 37.29 feet Southerly of the following described line 195.00 feet ahead; thence continue along the arc of said curve a distance of 195.00 feet to the end of this right-of-way.

Also, a parcel of Temporary Construction Easement (TCE), more particularly described as follows: Commence at Point "A" as referenced above and run along the arc of afore described curve a distance of 136 feet, more or less to a Northwesterly extension of the grantors Westerly property line and to the Point of Beginning of a Temporary Construction Easement of variable widths being bound on the Northerly side by the right-of-way as described above and being bound on the Southerly side by a line being 47.70 feet Southerly of the following described line 6.19 feet back and increasing to a point 60 feet Southerly of 80.31 feet ahead; thence continue along the arc of said curve a distance of 80.31 feet, at this point the TCE decreases to a point 50 feet Southerly of the following described line 50 feet ahead; thence continue along the arc of said curve a distance of 50 feet, at this point the TCE increases to 55 feet Southerly of the following described line 50.00 feet ahead; thence continue along said arc a distance of 50.00 feet, at this point the TCE decreases to 37.40 feet Southerly of the following described line 65.00 feet ahead; thence continue along said arc a distance of 65.00 feet, at this point the TCE is bounded on the Northerly side by the existing Southerly right-of-way of Patton Chapel Road and bounded on the Southerly side by a line that is 37.40 feet Southerly of at this point and increasing to a point 70.00 feet Southerly of the following described line 30.00 feet ahead; thence continue along arc of said curve a distance of 30.00 feet, at this point the TCE increases to a point 77.00 feet Southerly of the following described line 53.00 feet ahead; thence run along the arc of said curve a distance of 31.45 feet to the end of said curve; thence run Easterly along the extended tangent of said curve a distance of 21.55 feet, at this point the TCE decreases to a point 50.00 feet Southerly of the following described line 12.00 feet ahead; thence continue Easterly a distance of 12.00 feet, at this point the TCE is bound on the Southerly side by a line lying 50.00 feet Southerly of and parallel to the following described line; thence continue Easterly a distance of 60.00 feet, at this point the TCE increases to a point 60.00 feet Southerly of the following described line 10.00 feet ahead; thence continue Easterly a distance of 10.00 feet, at this point the TCE is bounded by a line lying 60.00 feet Southerly of and parallel to the following described line; thence continue Easterly a distance of 65.00 feet, at this point the TCE decreases to 50.14 feet Southerly of the following described line 10.00 feet ahead; thence continue Easterly a distance of 10.00 feet to the end of this easement.

Less and except any portion of said Right-of-Way or the Temporary Construction Easement that lies within existing Roadway Easements or outside the boundaries of the grantor's property.

All of said Right-of-Way and Temporary Construction Easement lie in NW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 14, Township 19S South, Range 3 West, and the right-of-way contains 0.029 acres, more or less, and the Temporary Construction Easement contains 0.150 acres, more or less.

This Temporary Construction Easement will terminate upon completion and acceptance of said project and thereafter will constitute no cloud on the title of the grantor.

Tract 35

Clayton P. Miles  
3425 Strollaway Drive  
Birmingham, AL 35226

Commence at the NW corner of the NW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 14, Township 19 South, Range 3 West, a 3" capped iron; thence run Southerly along the Westerly line of said  $\frac{1}{4}$  -  $\frac{1}{4}$  section a distance of 1165.26 feet; thence turn left  $131^{\circ}00'21''$  and run Northeasterly a distance of 342.23 feet; thence turn left  $18^{\circ}29'22''$  and continue Northeasterly a distance of 526.33 feet; thence turn right  $35^{\circ}14'02''$  and continue Northeasterly a distance of 956.65 feet; thence turn right  $34^{\circ}00'57''$  and run Southeasterly a distance of 511.43; thence turn right  $1^{\circ}42'50''$  and continue Southeasterly a distance of 739.01 to the beginning of a curve to the left, having a central angle of  $22^{\circ}53'11''$  and a

radius of 1190.00 feet; thence run along the arc of said curve a distance of 456.93 feet to the Point of Beginning of a Temporary Construction Easement (TCE) being bound to the North by the Northerly lot line of Lot 3F of Somer-Brook Estates as recorded in Map Book 33, page 33 in the Office of the Judge of Probate, Jefferson County, Bessemer Division and being bound to the South by a line being, at this point 36.85 feet Southerly of the following described line and increasing to 45 feet Southerly of the following described line 18.41 feet ahead; thence continue along said arc a distance of 18.41 feet to the end of said curve, at this point the TCE is 45 feet Southerly of and parallel to the following described line; thence run along the extended tangent of said curve a distance of 84 feet, more or less to a Northerly extension of the Easterly lot line of said Lot 3F and to the end of this TCE.

Less and except any portion of said Temporary Construction Easement that lies within existing Roadway Easements or outside the boundaries of the grantor's property.

All of said Temporary Construction Easement lies in NW ¼ of the NE ¼ of Section 14, Township 19S South, Range 3 West, and the Temporary Construction Easement contains 0.026 acres, more or less.

This Temporary Construction Easement will terminate upon completion and acceptance of said project and thereafter will constitute no cloud on the title of the grantor.

Tract 42

Sidney Eubank Brown & Jeannine Till Brown  
1761 Patton Chapel Road  
Birmingham, AL 35226

Commence at the NW corner of Section 14, Township 19 South, Range 3 West, a 3" capped iron; thence run Easterly along the Northerly line of said section a distance of 5277.53 feet to the NE corner of said Section 14, a 3" capped iron; thence turn right 91°31'16" and run Southerly a distance of 31.17 feet; thence turn right 90°00'00" and run Westerly a distance of 268.86 feet; thence turn left 0°44'10" and continue Westerly a distance of 967.53 feet to the beginning of a curve to the left having a central angle of 17°47'51" and a radius of 687.00 feet; thence run Southwesterly along the arc of said curve a distance of 109.62 feet to the Point of Beginning of a Right-Of-Way of variable widths, being bound to the North and East by the Northerly and Easterly lot lines of Lot 8 of Warren Estates as recorded in Map Book 6, Page 28 in the office of the Judge of Probate of Jefferson County, AL, Bessemer Division and being bound to the South by a line being, at this point 52.26 feet Southerly of the following described line and decreasing to 26.13 feet Southerly of the following described line 32.85 feet ahead; thence continue along the arc of said curve a distance of 32.85 feet to the end of this right-of-way.

Commence at the NW corner of Section 14, Township 19 South, Range 3 West, a 3" capped iron; thence run Easterly along the Northerly line of said section a distance of 5277.53 feet to the NE corner of said Section 14, a 3" capped iron; thence turn right 91°31'16" and run Southerly a distance of 31.17 feet; thence turn right 90°00'00" and run Westerly a distance of 268.86 feet; thence turn left 0°44'10" and continue Westerly a distance of 967.53 feet to the beginning of a curve to the left having a central angle of 17°47'51" and a radius of 687.00 feet; thence run Southwesterly along the arc of said curve a distance of 125.59 feet to the Point of Beginning of a Temporary Construction Easement (TCE) being bound to the North by the right-of-way above and the Northerly lot line of said Lot 8 and being bound to the South by a line 40 feet Southerly of and parallel to the following described line; thence continue along said arc a distance of 87.81 feet to the end of said curve; thence run Southwesterly along the extended tangent of said curve a distance of 151 feet, more or less to a Northerly extension of the grantor's Westerly property line

Less and except any portion of said Right-of-Way or the Temporary Construction Easement that lies within existing Roadway Easements or outside the boundaries of the grantor's property.

All of said right-of-way and Temporary Construction Easement lie in NW ¼ of the NE ¼ of Section 14, Township 19S South, Range 3 West, and the right-of-way contains 0.012 acres, more or less, and the Temporary Construction Easement contains 0.063 acres, more or less.

This Temporary Construction Easement will terminate upon completion and acceptance of said project and thereafter will constitute no cloud on the title of the grantor.

Tract 49

Presbytery of Birmingham  
1817 Patton Chapel Road  
Birmingham, AL 35226

Commence at the NW corner of Section 14, Township 19 South, Range 3 West, a 3" capped iron; thence run Easterly along the Northerly line of said section a distance of 5277.53 feet to the NE corner of said Section 14, a 3" capped iron; thence turn right 91°31'16" and run Southerly a distance of 31.17 feet; thence turn right 90°00'00" and run Westerly a distance of 268.86 feet; thence turn left 0°44'10" and continue Westerly a distance of 375 feet, more or less to a Northerly extension of the grantors Easterly property line, to point "A", for future reference and to the Point of Beginning of a right-of-way of variable widths being bound to the North by the existing Southerly right-of-way of Patton Chapel Road and being bound to the South by a line lying 30.50 feet Southerly of and parallel to the following

described line: thence continue Westerly a distance of 346 feet, more or less to a Northerly extension of the grantors Westerly property line and the end of this right-of-way.

Also, a Temporary Construction Easement (TCE) more particularly described as follows: The TCE being bound to the North by the right-of-way above and being bound to the South by a line being 45 feet Southerly of the following described line 25.00 feet back and decreasing to a point 35 feet Southerly of 25.00 feet ahead; thence begin at Point "A", as described above and continue Westerly from the afore described line a distance of 25.00 feet, at this point the TCE is 35 feet Southerly of and parallel to the following described line; thence continue Westerly a distance of 150.00 feet, at this point the TCE increases to a point 51 feet Southerly of the following described line 200.00 feet ahead; thence continue Westerly a distance of 171 feet, more or less to a Northerly extension of the grantors Westerly property line and to the end of this TCE.

Less and except any portion of said Right-of-Way or the Temporary Construction Easement that lies within existing Roadway Easements or outside the boundaries of the grantor's property.

All of said Right-of-Way and Temporary Construction Easement lie in NE ¼ of the NE ¼ of Section 14, Township 19S South, Range 3 West, and the Right-of-Way contains 0.092 and the Temporary Construction Easement contains 0.063 acres, more or less.

This Temporary Construction Easement will terminate upon completion and acceptance of said project and thereafter will constitute no cloud on the title of the grantor.

Tract 50, P-1

Charles D. & Wanda Sue Sublett

3412 Conley Road

Birmingham, AL 35226

Commence at the NW corner of Section 14, Township 19 South, Range 3 West, a 3" capped iron; thence run Easterly along the Northerly line of said section a distance of 5277.53 feet to the NE corner of said Section 14, a 3" capped iron; thence turn right 91°31'16" and run Southerly a distance of 31.17 feet; thence turn right 90°00'00" and run Westerly a distance of 268.86 feet; thence turn left 0°44'10" and continue Westerly a distance of 77.78 feet to a Northerly extension of the grantors Easterly property line, point "A", for future reference and the Point of Beginning of a right-of-way of variable widths being bound on the North side by the existing Southerly right-of-way of Patton Chapel Road and being bound on the South side by a line being 65.95 feet Southerly of at this point and decreasing to 30.50 feet Southerly of the following described line 32.22 feet ahead, at this point the right-of-way is 30.50 feet Southerly of and parallel to the following described line; thence continue Westerly a distance of 265 feet, more or less to a Northerly extension of the grantors Westerly property line and the end of this right-of-way.

Also a Temporary Construction Easement (TCE) more particularly described as follows: Begin at Point "A" for a TCE of variable widths, at this point the TCE is 70 feet Southerly of and decreasing to a point 45 feet Southerly of the following described line 71.00 feet ahead; thence continue Westerly from the afore described line above 71.00 feet, at this point the TCE is 45 feet Southerly of and parallel to the following described line; thence continue Westerly a distance of 200.00 feet, at this point the TCE is decreasing to a point 35 feet Southerly of the following described line 50.00 feet ahead; thence continue Westerly a distance of 25 feet, more or less to a Northerly extension of the grantors Westerly property line and the end of this TCE.

Less and except any portion of said Right-of-Way or the Temporary Construction Easement that lies within existing Roadway Easements or outside the boundaries of the grantor's property.

All of said right-of-way and Temporary Construction Easement lie in NE ¼ of the NE ¼ of Section 14, Township 19S South, Range 3 West, and the right-of-way contains 0.069 acres, more or less, and the Temporary Construction Easement contains 0.106 acres, more or less.

This Temporary Construction Easement will terminate upon completion and acceptance of said project and thereafter will constitute no cloud on the title of the grantor.

Tract 50, P-2

Charles D. & Wanda Sue Sublett

3412 Conley Road

Birmingham, AL 35226

Commence at the NW corner of Section 14, Township 19 South, Range 3 West, a 3" capped iron; thence run Easterly along the Northerly line of said section a distance of 5277.53 feet to the NE corner of said Section 14, a 3" capped iron; thence turn right 91°31'16" and run Southerly a distance of 31.17 feet; thence turn left 90°00'00" and run Easterly a distance of 23.84 feet; thence turn left 8°22'38" and run Northeasterly a distance of 196.11 feet; thence turn left 180°00'00" and run Southwesterly a distance of 100.00 feet to the beginning of a curve to the right, having a central angle of 8°22'38" and a radius of 1312.34 feet; thence run along the arc of said curve a distance of 148.29 feet to Point "A", for future reference and to the Point of Beginning of a right-of-way of variable widths being bound on the North side by the existing Southerly right-of-way of Patton Chapel Road and being bound on the South side by a line being 30.50 feet Southerly of and

parallel to the following described line: thence continue along the arc of said curve a distance of 43.58 feet to the end of said curve; thence run Westerly along the extended tangent of said curve a distance of 75 feet, more or less to a Northerly extension of the grantors Westerly property line and the end of this right-of-way.

Also a parcel of Temporary Construction Easement (TCE) more particularly described as follows: Commence at point "A" as described above and continue along arc of the afore described curve a distance of 15.17 feet to the Point of Beginning of a TCE of variable widths being bound on the North side by the right-of-way as described above and being bound on the South side by a line that is 30.50 feet Southerly of at this point and increasing to 58.36 feet Southerly of the following described line 10.00 feet ahead; thence continue along the arc of said curve a distance of 10.00 feet; at this point the TCE increases to 59 feet Southerly of the following described line 25.00 feet ahead; thence continue along the arc of said curve a distance of 18.41 feet to the end of said curve; thence run Westerly along the extended tangent of said curve a distance of 6.59 feet, at this point the TCE decreases to 50 feet Southerly of the following described line 20.00 feet ahead; thence continue Westerly a distance of 20.00 feet, at this point the TCE is 50 feet Southerly of and parallel to the following described line; thence continue Westerly a distance of 48 feet, more or less to a Northerly extension of the grantors Westerly property line and to the end of this TCE.

Less and except any portion of said Right-of-Way or the Temporary Construction Easement that lies within existing Roadway Easements or outside the boundaries of the grantor's property.

All of said right-of-way and Temporary Construction Easement lie in NE ¼ of the NE ¼ of Section 14, Township 19S South, Range 3 West, and the right-of-way contains 0.010 acres, more or less, and the Temporary Construction Easement contains 0.052 acres, more or less.

This Temporary Construction Easement will terminate upon completion and acceptance of said project and thereafter will constitute no cloud on the title of the grantor.

Tract 55

Yeon H. Cho & Eun Young Hong

3411 Conley Road

Hoover, AL 35226

Commence at the NW corner of Section 14, Township 19 South, Range 3 West, a 3" capped iron; thence run Easterly along the Northerly line of said section a distance of 5277.53 feet to the NE corner of said Section 14, a 3" capped iron; thence turn right 91°31'16" and run Southerly a distance of 31.17 feet; thence turn right 90°00'00" and run Westerly a distance of 148 feet, more or less to a Northerly extension of the Easterly lot line of Lot 1 of Wesley Manor as recorded in Map Book 27, Page 65 in the Office of the Judge of Probate, Jefferson County, AL and to the Point of Beginning of a Right-of-Way of variable widths being bound to the North by the Northerly lot line of said Lot 1 and bound to the South by a line that is 30.50 feet Southerly of and parallel to the following described line; thence continue Westerly a distance of 121.00 feet; thence turn left 00°44'10" and continue Westerly a distance of 39.19 feet to a Northerly extension of the Westerly lot Line of said Lot 1 and to the end of this right-of-way.

Commence at the NW corner of Section 14, Township 19 South, Range 3 West, a 3" capped iron; thence run Easterly along the Northerly line of said section a distance of 5277.53 feet to the NE corner of said Section 14, a 3" capped iron; thence turn right 91°31'16" and run Southerly a distance of 31.17 feet; thence turn left 90°00'00" and run Westerly a distance of 148 feet, more or less to a Northerly extension of the Easterly lot line of Lot 1 of Wesley Manor as recorded in Map Book 27, Page 65 in the Office of the Judge of Probate, Jefferson County, AL and to the point of beginning of a Temporary Construction Easement (TCE) of variable widths being bound to the North by the right-of-way above and bound to the South by a line that is 50 feet Southerly of and parallel to the following described line; thence continue Westerly a distance of 21.00 feet, at this point the TCE decreases to 40 feet Southerly of the following described line 15.00 feet ahead; thence continue Westerly a distance of 15.00 feet, at this point the TCE is 40 feet Southerly of and parallel to the following described line; thence continue Westerly a distance of 70.00 feet, at this point the TCE increases to 45 feet Southerly of the following described line 15.00 feet ahead; thence continue Westerly a distance of 15.00 feet, at this point the TCE is 45 feet Southerly of and parallel to the following described line; thence turn left 00°44'10" and continue Westerly a distance of 39.19 feet to a Northerly extension of the Westerly lot Line of said Lot 1 and to the end of this TCE

Less and except any portion of said Right-of-Way or the Temporary Construction Easement that lies within existing Roadway Easements or outside the boundaries of the grantor's property.

All of said right-of-way and Temporary Construction Easement lie in NE ¼ of the NE ¼ of Section 14, Township 19S South, Range 3 West, and the right-of-way contains 0.010 acres, more or less, and the Temporary Construction Easement contains 0.052 acres, more or less.

This Temporary Construction Easement will terminate upon completion and acceptance of said project and thereafter will constitute no cloud on the title of the grantor.

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

Stephens, Brown, Carrington and Knight.

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Aug-28-2014-748

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

Recommended by: Tracy A. Pate, P.E. Interim Director/County Engineer  
Department: Roads & Transportation  
Date: August 8, 2014  
Purpose: Payment to Green Valley Baptist Church for acquired Temporary Construction Easement that contains 0.029 acres, more or less (site address) – 1757 Patton Chapel Road, Hoover, AL 35226  
Project No. STPBH-7020(601) - Patton Chapel Rd - Ph. III – Tr. 40 P-1 Agent: Alan K. Dodd  
Price: \$627.00  
Pay to the order of: Green Valley Baptist Church  
Mailing Address: 1815 Patton Chapel Road  
Hoover, AL 35226

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

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

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Aug-28-2014-749

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

Recommended by: Tracy A. Pate, P.E. Interim Director/County Engineer  
Department: Roads & Transportation  
Date: August 12, 2014  
Purpose: Payment to Green Valley Baptist Church for acquired Right-of-Way that contains 0.121 acres, more or less and the TCE contains 0.169 acres, more or less (site address) – 3433 Tamassee Lane  
Project No. STPBH-7020(601) - Patton Chapel Rd - Ph. III – Tr. 40 P-2 Agent: Alan K. Dodd  
Price: \$32,443.00  
Pay to the order of: Green Valley Baptist Church  
Mailing Address: 1815 Patton Chapel Road  
Hoover, AL 35226

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

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

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Aug-28-2014-750

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

Recommended by: Tracy A. Pate, P.E. Interim Director/County Engineer  
Department: Roads & Transportation  
Date: August 8, 2014  
Purpose: Payment to Melanie McCrackin for acquired Temporary Construction Easement that contains 0.058 acres,

more or less (site address) – 1774 Patton Chapel Road – B'ham., AL

Project No. STPBH-7020(601) - Patton Chapel Rd - Ph. III – Tr. 43 Agent: Alan K. Dodd

Price: \$1,255.00  
Pay to the order of: Melanie McCrackin  
Mailing Address: 1774 Patton Chapel Road  
Birmingham, AL 35226

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

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

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Aug-28-2014-751

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

Recommended by: Tracy A. Pate, P.E. Interim Director/County Engineer  
Department: Roads & Transportation  
Date: August 13, 2014  
Purpose: Payment to Yong Kai Chen for acquired Temporary Construction easement that contains 0.046 acres, more or less (site address) – 3312 Green Valley Circle, B'ham., AL 35226  
Project No. STPBH-7020(601) - Patton Chapel Rd - Ph. III – Tr. 44 Agent: Alan K. Dodd  
Price: \$995.00  
Pay to the order of: Yong Kai Chen  
Mailing Address: 3312 Green Valley Circle  
Birmingham, AL 35226

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

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

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Aug-28-2014-752

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

Recommended by: Tracy A. Pate, P.E. Interim Director/County Engineer  
Department: Roads & Transportation  
Date: August 13, 2014  
Purpose: Payment to Robert Slanovits for acquired Temporary Construction Easement that contains 0.016 acres, more or less (site address) 1815 Polo Court, Hoover, AL 35226  
Project No. STPBH-7020(601) - Patton Chapel Rd - Ph. III – Tr. 51 Agent: Alan K. Dodd  
Price: \$500.00  
Pay to the order of: Robert Slanovits  
Mailing Address: 1815 Polo Court  
Hoover, AL 35226

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

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



Aug-28-2014-753

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

Recommended by: Tracy A. Pate, P.E. Interim Director/County Engineer  
Department: Roads & Transportation  
Date: August 13, 2014  
Purpose: Payment to Harold O. Knight, Jr. for acquired Temporary Construction Easement that contains 0.003 acres, more or less (site address) – 1831 Polo Court, Hoover, AL 35226  
Project No. STPBH-7020(601) - Patton Chapel Rd - Ph. III – Tr. 57 Agent: Alan K. Dodd  
Price: \$500.00  
Pay to the order of: Harold O. Knight, Jr.  
Mailing Address: 1831 Polo Court  
Hoover, AL 35226  
Fund #4022000000, Bus. Area 5100 - Object 515710 - Fund Center - 5100000000 - Functional Area THR0 - WBS C.132.D.  
Check Delivery Code 84

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

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Aug-28-2014-754

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

Recommended by: Tracy A. Pate, P.E. Interim Director/County Engineer  
Department: Roads & Transportation  
Date: August 8, 2014  
Purpose: Payment to Edward Bruce Phillips, Jr. for acquired Temporary Construction Easement that contains 0.006 acres, more or less (site address) – 1719 Patton Chapel Rd., B'ham., AL 35226  
Project No. STPBH-7020(601) - Patton Chapel Rd - Ph. III – Tr. 75 Agent: Alan K. Dodd  
Price: \$500.00  
Pay to the order of: Edward Bruce Phillips, Jr.  
Mailing Address: 1719 Patton Chapel Road  
Birmingham, AL 35226  
Fund #4022000000, Bus. Area 5100 - Object 515710 - Fund Center - 5100000000 - Functional Area THR0 - WBS C.132.D.  
Check Delivery Code 84

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

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#### RESOLUTION

Whereas, The Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and

Whereas, September 17, 2014, marks the two hundred twenty-seventh anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and

Whereas, it is fitting and proper to officially recognize this magnificent document and its memorable anniversary, and to recognize the patriotic celebrations which will commemorate it; and

Whereas, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week; and

Now, therefore, be it resolved that the Jefferson County Commission hereby proclaim the week of September 17 to 23 as

#### CONSTITUTION WEEK

and urges all citizens to study the Constitution, and reflect on the privilege of being an American with all the rights and responsibilities which

that privilege involves.

Wherefore this Resolution is hereby adopted and signed by the Jefferson County Commission on this the 28<sup>th</sup> day of August, 2014.

W. D. Carrington, President  
George F. Bowman, Commissioner  
Sandra Little Brown, Commissioner  
T. Joe Knight, Commissioner  
James A. Stephens, Commissioner

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Thereupon the Commission Meeting was recessed.

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The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 9:00 a.m., Tuesday, September 11, 2014.

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President

ATTEST

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Minute Clerk

**END OF MINUTE BOOK 166**