

STATE OF ALABAMA)

JEFFERSON COUNTY) December 4, 2014

The Commission convened in regular session at the Birmingham Courthouse at 9:12 a.m., James A. Stephens, President, presiding and the following members present:

District 1 - George F. Bowman

District 2 - Sandra Little Brown

District 3 - James A. (Jimmie) Stephens

District 4 - Joe Knight

District 5 - David Carrington

Motion was made by Commissioner Carrington seconded by Commissioner Bowman that the Minutes of November 20, 2014, be approved. Voting "Aye" Carrington, Bowman, Brown, Knight and Stephens.

The Commission met in Work Session on December 2, 2014, and approved the following items to be placed on the December 4, 2014, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Items 1 and 2.
- Commissioner Brown, Community Development and Human Resource Services Committee Items 1 through 12 and two additional items.
- Commissioner Stephens, Administrative, Public Works and Infrastructure Committee Items 1 through 25 and one additional item.
- Commissioner Knight, Judicial Administration, Emergency Management and Land Planning Committee Items 1 through 5 and one additional item.
- Commissioner Carrington, Finance, Information Technology & Business Development Committee Items 1 through 12.

Dec-4-2014-1042

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Amendment to the Agreement between Jefferson County, Alabama d/b/a Cooper Green Mercy Health Services and Richard Sims, M. D. to provide physician services for the period February 1, 2015 - January 31, 2016 in the amount of \$149,760.

Contract ID: CON-00006071

Richard Sims, MD

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services "the County" and Richard Sims, MD, hereinafter referred to as "Internal Medicine Physician," is hereby effective as follows:

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract.

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

The contract between the parties which was approved by the Jefferson County Commission on March 27, 2014, and recorded in Minute Book 166; Page(s) 156, is hereby amended as follows:

- Extend the completed date of this contract from February 1, 2015 to February 1, 2016.
- All other terms and conditions of the original contract remain the same.

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President

Commission President

PROVIDER

Richard Sims, M. D.

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Amendment to the Agreement between Jefferson County, Alabama d/b/a Cooper Green Mercy Health Services and One Roof to rent approximately 5,000 sq ft of office space on the 5th Floor at CGMHS for the period November 1, 2014 - October 31, 2017 in the amount of \$2,300 per month.

LEASE AGREEMENT

This lease agreement (the "Lease") made and entered into this t day of November, 2014, by and between Jefferson County Commission, Jefferson County, Alabama a political subdivision of the State of Alabama d/b/a Cooper Green Mercy Health Services (hereinafter referred to as "COUNTY") and One Roof (hereinafter "TENANT").

RECITALS

Section 1.1-eased Premises

a. COUNTY hereby agrees to lease to TENANT and TENANT hereby agrees to rent from COUNTY approximately, 5,000 sq feet of 'office space located on the fifth floor of Cooper Green Mercy Health Services building which is located at 1515 6th Avenue South., Birmingham, Alabama 35233, (hereinafter referred to as the "leased premises") shown on Exhibit A. (exhibits on file in the Minute Clerk's Office)

COUNTY represents to TENANT that the portion of the premises leased to TENANT, identified in Exhibit A will be solely occupied by TENANT with no other tenants located in the portion of the subject property leased to TENANT during the term of the lease.

b. For all purposes under this lease, the term "floor area" of the leased premises shall be approximately 5,000 square feet. In computing the leasable area no deductions shall be made for columns, partitions, stairs or other structures or equipment.

Section 2. Length of Term and Termination:

The term of this Lease shall be three (3) years. The effective date of this Lease agreement shall be November 1, 2014 and end on October 31, 2017 (the "Initial Term"). Notwithstanding the foregoing, following the Initial Term, either party may terminate this Lease upon ninety (90) days written notice.

Section 3. Rent:

TENANT covenants and agrees that it will pay COUNTY a fixed rent amount of two thousand three hundred dollars, (\$2,300.00) per month for the leased premises. The rental payments will be paid on a monthly basis no later than the 15th day of each month.

All rent payable hereunder by TENANT to the COUNTY shall be paid, in lawful money of the United States, made payable to Jefferson County Commission and delivered to the attention of the Jefferson County Finance Department, 716 Richard Arrington Jr. Blvd N, Room 820, Birmingham, AL 35203.

Section 4. Tenants Installations:

TENANT shall, at TENANT's cost and expense, at all times during the term of this Lease keep the Leased premises equipped with all trade equipment, furniture, operation equipment, and any other equipment necessary for the proper operation of TENANT's business.

Section 5. Use of Premises:

5.a. TENANT covenants to use the leased premises solely for the purpose of operating TENANT and TENANT related activity. as described in Exhibit B

5.b. TENANT will have office/building access between 7 AM and 7 PM Monday through Friday.

Section 6. Operating of Business:

TENANT covenants at all times during the lease term, except when and to the extent the leased premises are untenable by reason of fire or other casualty, or condemnation, to conduct its business in the entire leased premises in a high grade and reputable manner so as to help establish and maintain a good reputation for the building .

Section 7. Signs

No signage will be allowed without approval from Cooper Green Mercy Health Services Administration.

Section 8. Assignment and Subletting

TENANT is prohibited to assign, mortgage or encumber this lease, in whole or in part sublet all or any part of the Leased premises without the prior written consent of COUNTY. The COUNTY's decision to withhold such consent, for whatever reason, if any, shall be absolute and binding on TENANT. The consent by the COUNTY to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. The prohibition against assignment or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law. Notwithstanding any assignment or subleases, TENANT shall remain fully liable and shall not be released from any obligations or liabilities under this lease.

Section 9. Repairs

(a) COUNTY shall provide maintenance and repairs for the leased area, excluding repairs to TENANT's office equipment or furniture.

Section 10. Mechanics', Material men's and other Liens

Should any mechanics', material men's or other liens be filed against the leased premises or any part thereof for any reason whatsoever by reason of TENANT's act or omissions or because of a claim against TENANT, TENANT shall cause the same to be cancelled and discharged of record by bond or otherwise within ten (10) days after notice by COUNTY.

Section 11. Utility Services and Charges:

COUNTY shall pay all charges for gas, water, electricity, and other utility services, used or consumed in the leased premises, including, but not limited to, sewer and sewer service charges. COUNTY shall not be under any responsibility or liability in any way whatsoever for the quality, quantity, impairment, interruption, stoppage or other interference with service involving water, heat, gas, electric current for light and power, telephone or any other service.

Section 12. Use of Common Areas and Facilities:

COUNTY shall furnish cleaning services for the leased area.

Section 13. Indemnity, Liability Insurance, Payment of Costs and Expenses:

(a) TENANT represents and agrees that it will be responsible for providing and maintaining insurance on the leased premises, if TENANT desires coverage which shall include but not be limited to general liability and property damage (for TENANT's property), fire, casualty, and construction coverage. TENANT shall store its property in and shall occupy the leased premises at its own risk TENANT hereby releases COUNTY, to the full extent permitted by law, from all claim of every kind resulting in loss of life, personal or bodily injury or property damage. COUNTY shall not be responsible or liable for any loss or damage to TENANT's agents, servants, employees, guest, or invitees, on the premises, or property that may be damaged or suffer loss by or through the acts or omissions of persons occupying adjacent, connecting or adjoining premises except for the COUNTY's own negligence. COUNTY shall not be responsible or liable for any defect, latent or otherwise, in the leased premises or in any of the equipment, machinery, utilities, appliances or apparatus therein, nor shall COUNTY be responsible or liable for any injury, loss or damage to any person or to any property of TENANT or other person caused by or resulting from bursting, breakage or from leakage, steam or ice, running, backing up, seepage or the overflow of water or sewage or for any injury or damage caused by or resulting from acts of God or the elements, or for any injury or damage caused by or resulting from a defect or negligence in the occupancy, construction, operating or use of any premises, building, machinery, apparatus or equipment in or about the leased premises, or building by any person or by the acts of negligence of any occupant of any premises constituting a part of the building.

(b) TENANT certifies that its employees are subject to the Alabama Workmen's Compensation Law and regulations, which law and regulations shall be followed by TENANT in all appropriate cases and that appropriate worker's compensation insurance and professionally liability insurance is maintained on its employees. TENANT further certifies that it shall respond in accordance with applicable law to any claims, suits or actions for damages in connection with loss of life, bodily or personal injury or property damage arising from or out of any occurrence in, upon, at or from the leased premises.

© COUNTY shall maintain insurance of the entire building covering fire, casualty and such other risks as are from time to time included in standard extended coverage endorsements.

Section 14. Real Estate Taxes

Intentionally Omitted - All parties are tax exempt entities.

Section 15. Fire or Other casualty:

If the leased premises shall be destroyed by fire or other casualty both the County and the Tenant may immediately terminate the lease agreement by providing written notice. Nothing herein above contained shall impose upon COUNTY any liability to repair, rebuild or replace any property belonging to TENANT.

Section 16. Default by Tenant

(a) The happening of any one or more of the following events shall constitute a default under this lease:

(I) Failure by TENANT to pay any rent or other payment or charge provided in this lease to be paid by TENANT, as and when such payment becomes payable hereunder, and continuance of such failure for a period of ten (10) days after written notice to TENANT that such payment has not been received unless such failure has occurred twice in the immediately preceding twelve months, in which instance no notice shall be required.

(II) Failure by TENANT to perform or observe any other agreement, covenant or condition required by this lease to be performed or observed by TENANT for a period of fifteen (15) days, or if a longer period shall be required because of the nature of such default, failure by TENANT to commence within said fifteen day period and thereafter to proceed diligently to cure such default.

(III) Assignment of the lease by TENANT without the prior written consent of the COUNTY.

(IV) Vacation or abandonment of the leased premises by TENANT.

(b) Whenever any such event of default shall have occurred or continues beyond the applicable period of time after any required notice has been received as provided above the COUNTY shall have the right at its option to immediately, or at any time thereafter, terminate this lease by giving TENANT ten (10) days' notice of such termination and this lease shall terminate on the date specified in such notice of cancellation. Such termination by default shall not relieve TENANT of any liability to the COUNTY for damages sustained by virtue of a

breach by TENANT.

Section 17. Quiet Enjoyment

The COUNTY covenants that subject to TENANT's complying with all the terms and conditions of this lease on TENANT's part to be complied with and performed, TENANT shall have the peaceable and quiet possession of the leased premises during the term of this lease.

Section 18. Further Agreements and Covenants

TENANT further covenants and agrees to store all trash and refuse in adequate containers within the leased premises, in a neat, clean condition so as not to be visible to the public and so as not to create any health or fire hazard.

Section 19. Unavoidable Delays

In the event that either party hereto is rendered unable to carry out any obligations of such party under this lease, either wholly or in part, because of unavoidable delays, then such obligations shall be suspended during the continuance of any inability so caused, but for no longer period, and such cause shall, so far as possible, be remedied with all reasonable dispatch. The term "unavoidable delays" means riots, epidemics, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraint of rules and people, civil disturbances, explosions, breakage or accidents to machinery, and causes of like or similar kind, whether herein enumerated or not, and not within the control of the party claiming suspension, and which by the exercise of the due diligence such party is unable to overcome; provided, however, notwithstanding any contrary provisions contained in this section, no obligation of either party hereto shall be suspended where such obligation is for, or related to the payment of money.

Section 20. Surrender at End of Term

Upon the expiration of the term hereof, or sooner termination of this lease, TENANT agrees to surrender and yield possession of the leased premises to COUNTY, peacefully and without notices and in good order and condition, but subject to ordinary wear and reasonable use thereof, subject to such damage or destruction or condition as TENANT is not required to restore or remedy under other terms and conditions of this lease.

Section 21. County's right to cure Tenant's Defaults

County may, but shall not be obligated to cure at any time, without notice, any default by Tenant under this lease and whenever County so elects all costs and expenses incurred by County in curing such default, except late rent, shall be paid by Tenant to County on demand.

Section 22. No Waiver:

Failure of COUNTY to insist upon the strict performance of any provision of this lease or to exercise any option or any rules and regulations shall not be construed as a waiver in the future of any such provision, rule or option. The receipt by COUNTY of rent with knowledge of the breach of any provision of this lease shall not be deemed a waiver of such breach. No provision of this lease shall be deemed to have been waived by COUNTY or TENANT unless such waiver is in writing and signed by the other. No payment by TENANT or receipt by COUNTY of a lesser amount than the monthly rent shall be deemed to be other than on account of the earliest rent then unpaid, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction. COUNTY may accept such check or payment without prejudice to COUNTY's right to recover the balance of such rent or to pursue any other remedy in this lease provided.

Section 23. Notices:

Any notice and demand which may be or is required to be given under this lease shall be in writing and sent by United States Certified mail, postage prepaid, and shall be addressed;

(a) if to County;

Mr. Walter Jackson

Deputy County Manager

Jefferson County Courthouse, Room 251

716 Richard Arrington Jr., Blvd. N

Birmingham, Alabama 35203

And Copy

Mr. Roger McCullough

Cooper Green Mercy Health

1515 6th Avenue South

Birmingham, Alabama 35233

(b) If to TENANT;

Michelle Farley

Executive Director

One Roof

1704 5th Avenue North

Birmingham, AL 35203

COUNTY and TENANT shall each have the right to change their respective above designated address and names of the parties to who notices and demands are to be sent by providing written notice to the other of the change.

Section 24. Governing Law:

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

Section 25. COUNTY Funds Paid:

COUNTY, TENANT and TENANT's representative signed below certify by the execution of this Agreement that no part of the funds paid by the county and or State 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 TENANT 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 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 of 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 Tenant shall immediately refund to the County any amounts paid by the County pursuant to this Agreement.

Section 26: Modification of Agreement:

There shall be no modification of this written lease agreement except in writing and signed by the party to be charged.

Section 27. Captions and Headings

The captions and heading of the articles and sections of this lease agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

Section 28. Construction of Terms:

(a) Printed parts of this lease shall be as binding upon the parties hereto as other parts hereof. Parts of this lease which are written or typewritten shall have no greater force of effect than, and shall not control, parts which are printed, but all parts shall be given equal effect TENANT declares that TENANT has read and understands all parts of this lease, including all printed parts hereof. If any provision contained in a rider, if any, is inconsistent with a printed provision, the rider provision shall control.

(b) Any provision or provisions of this lease which may prove to be invalid, void or illegal shall in no way affect, impair, or invalidate any other provisions hereof shall nevertheless remain in full force and effect

Section 29. Representations of TENANT and COUNTY as to the Entirety of the Agreement

TENANT hereby represents to COUNTY and COUNTY hereby represents to TENANT that this lease sets forth the entire agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have caused this lease agreement to be executed, under seal, as of the day and year first above mentioned.

LANDLORD:

JEFFERSON COUNTY COMMISSION

James A. Stephens, President

Jefferson County Commission

TENANT:

One Roof

Michelle Farley, Executive Director

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

Dec-4-2014-1044

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the reappointment of Curtis Sykes to serve on the Jefferson

County Planning and Zoning Commission for a four-year term ending December, 2018, be and hereby is approved.

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

Dec-4-2014-1045

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of Marquelon Sigler to fill the unexpired term of Phillip Williams on the Jefferson County Planning and Zoning Commission for a term ending December, 2015, be and hereby is approved.

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

Dec-4-2014-1046

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment Chester W. Porter to serve on the Jefferson County Board of Zoning Adjustment for a three year term beginning January, 2015 and ending December, 2018, be and hereby is approved.

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

Dec-4-2014-1047

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to sign the Agreement between the Jefferson County, Alabama and Gateway for the provision of fair housing counseling to eligible residents of the Jefferson County Community Development Consortium in the amount of \$25,000.00 and for the period November 1, 2014 - September 30, 2015.

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

Dec-4-2014-1048

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Memorandum of Understanding between Jefferson County, Alabama - Workforce Investment Board and the Housing Authority of the Birmingham District for job training and placement for the Elyton Village community under the Jobs Plus Pilot Grant from the U. S. Department of Housing and Urban Development (HUD).

MEMORANDUM OF UNDERSTANDING

Between

WORKFORCE INVESTMENT BOARD (WIB)

And

THE HOUSING AUTHORITY OF THE BIRMINGHAM DISTRICT

Regarding THE JOBS PLUS PILOT PROGRAM

TO BE IMPLEMENTED AT ELYTON VILLAGE

This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into between the Jefferson County Commission Workforce Development Division (WIA), (hereinafter referred to as "The Commission",) and the Housing Authority of the Birmingham District (hereinafter referred to as HABD).

WHEREAS, HABD is seeking a Jobs Plus Pilot Grant from the U.S. Department of Housing and Urban Development (HUD) for job training and placement of its Elyton Village community; and

WHEREAS, a critical element of Jobs Plus Pilot Program is the provision of job training and placement services to Elyton Village

community residents; and

WHEREAS, special emphasis is placed by HUD on addressing locally-based approaches to increasing the employment of public housing residents, research has shown that training is a major impediment to residents' ability to transition to self-sufficiency; and

WHEREAS, the fostering and encouragement of self-sufficiency requires the cooperation of organizations and agencies with commitment and resources focusing on removing barriers to self-sufficiency and otherwise enhancing residents' quality of life; and

WHEREAS, both HABD and the Commission, through its Workforce Development Division, share a commitment to assisting low-income citizens of Birmingham to become self-sufficient.

THEREFORE, HABD agrees to provide the following program services:

- Career exploration/job readiness workshops
- Job search and job placement assistance
- Employment and other economic opportunities under HUD Section 3 and other programs
- Facilitated connections to education and training opportunities
- Rapid re-employment assistance in the event of job loss
- Proactive post-placement job retention support and career advancement coaching
- Access to computers, phones, fax, and copy machines and other supplies, for participants' Employment-related uses as well as adequate training on how to use these technologies.

THEREFORE, The Commission, through the workforce development program, will make the following services available to eligible Jobs Plus Program participants:

- Job search and placement assistance
- Career counseling
- Occupational skills training in high-demand fields, if needed
- Jobs Plus Pilot Program Participate with HABD in planning and coordination of meetings and events.
- Supportive services, when needed
- Assistance with GED or obtaining high school diplomas for eligible participants.

This MOU will remain in effect until 1) parties mutually agree to amend this MOU or 2) notice is given by either party of revocation thereof.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their officials thereunto duly authorized.

HOUSING AUTHORITY OF THE BIRMINGHAM DISTRICT (HABD)

JEFFERSON COUNTY COMMISSION

James A. Stephens, President

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

Dec-4-2014-1049

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Memorandum of Understanding between Jefferson County, Alabama - Workforce Investment Board and the Housing Authority of the City of Bessemer for job training and placement for the Southside Homes community under the Jobs Plus Pilot Grant from the U. S. Department of Housing and Urban Development (HUD).

MEMORANDUM OF UNDERSTANDING

Between

WORKFORCE INVESTMENT BOARD (WIB)

And

THE HOUSING AUTHORITY OF THE CITY OF BESSEMER

Regarding THE JOBS PLUS PILOT PROGRAM

TO BE IMPLEMENTED AT SOUTHSIDE HOMES

This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into between the Jefferson County Commission Workforce Development Division (WIA), (hereinafter referred to as "The Commission",) and the Housing Authority of the City of Bessemer (hereinafter referred to as BHA).

WHEREAS, BHA is seeking a Jobs Plus Pilot Grant from the U.S. Department of Housing and Urban Development (HUD) for job training and placement of its Southside Homes Community; and

WHEREAS, a critical element of Jobs Plus Pilot Program is the provision of job training and placement services to Southside Homes

community residents; and

WHEREAS, special emphasis is placed by HUD on addressing locally-based approaches to increasing the employment of public housing residents, research has shown that training is a major impediment to residents' ability to transition to self-sufficiency; and

WHEREAS, the fostering and encouragement of self-sufficiency requires the cooperation of organizations and agencies with commitment and resources focusing on removing barriers to self-sufficiency and otherwise enhancing residents' quality of life; and

WHEREAS, both BHA and the Commission, through its Workforce Development Division, share a commitment to assisting low-income citizens of Bessemer to become self-sufficient.

THEREFORE, BHA agrees to provide the following program services:

- Career exploration/job readiness workshops
- Job search and job placement assistance
- Employment and other economic opportunities under I-IUD Section 3 and other programs
- Facilitated connections to education and training opportunities
- Rapid re-employment assistance in the event of job loss
- Proactive post-placement job retention support and career advancement coaching
- Access to computers, phones, fax, and copy machines and other supplies, for participants' Employment-related uses as well as adequate training on how to use these technologies.

THEREFORE, The Commission, through the workforce development program, will make the following services available to eligible Jobs Plus Program participants:

- Job search and placement assistance
- Career counseling
- Occupational skills training in high-demand fields, if needed
- Jobs Plus Pilot Program Participate with BHA in planning and coordination of meetings and events.
- Supportive services, when needed
- Assistance with GED or obtaining high school diplomas for eligible participants.

This MOU will remain in effect until 1) parties mutually agree to amend this MOU or 2) notice is given by either party of revocation thereof.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their officials thereunto duly authorized.

HOUSING AUTHORITY OF THE CITY OF BESSEMER (BHA)
Alphonso Patrick, Executive Director

JEFFERSON COUNTY COMMISSION
James A. Stephens, President

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

Dec-4-2014-1050

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and American Healthcare Resources to provide temporary emergency staffing personnel on an as-needed basis for the period January 17, 2015 - January 16, 2016 (per County Manager agenda) in an amount not to exceed \$200,000 - to be paid by the utilizing department. (County Manager stated that the agreement amount should be adequate for the term of the agreement.)

CONTRACT NO. 6732
RFP 152-14

PROFESSIONAL SERVICE CONTRACT
"TEMPORARY STAFFING"
(American Healthcare Resources)

THIS AGREEMENT entered into this _____ day of _____, by and between Jefferson County, Alabama, hereinafter called "the County", and American Healthcare Resources, hereinafter called "the Contractor". The effective date of this agreement shall be _____, 2014.

WHEREAS, the County desires to contract for Temporary Staffing 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 No. 152-14 dated August 15, 2014, the terms of which are included herein by reference. The Contractor shall do, perform and carry out in a satisfactory and proper professional manner the following:

To provide qualified personnel on an intermittent as needed basis to the various departments and organizations of Jefferson County (including Cooper Green Mercy Health Services). Services will be required during extended sick and vacation leaves of critical positions, Temporary vacancies of budgeted county positions when Merit System or Classified candidates are not immediately available, and when it has been determined in conjunction with the Personnel Board of Jefferson County, that demand for service does not support full or part-time employment.

The Director of Human Resources will initiate a request for other optional services as offered in the Contractor's response to the above referenced RFP as needed. Pricing will be negotiated separately from the price as referenced in Article 4 and executed in accordance with Article 13 of this agreement based on the needs of the County.

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render "Temporary Staffing Services" to the Jefferson County Commission as authorized by the Human Resources Department at any time after the effective date of this contract. The completion date of all services under this Contract is _____, 2015. However, the Contract may be extended, at the county's option, for two (2) additional one year periods, not to exceed three (3) full years.

4. COMPENSATION: the Contractor shall be compensated for services rendered up to a maximum charges as specified in Exhibit entitle "Labor Rates/Price Sheet."

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
Attention: Edwin Yergan
Suite A670
716 Richard Arrington Jr. Blvd North
Birmingham, AL 35203

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

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 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 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.

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-contractors) including, but not limited to, regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.

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. INVOICING: All invoices must agree with the purchase order in description and price, and must include the following information: 1) Purchase Order Number; 2) Ship-to Department name and address. Invoices are to be payable upon approved invoice within forty-five (45) days. In order to ensure prompt payment, ALL ORIGINAL INVOICES* MUST BE SENT TO:

Jefferson County Commission

Purchase Order

Finance Department

716 Richard Arrington Jr Blvd N
Room 820, Courthouse
Birmingham, AL 35203
(send via U. S. mail)
Jefferson County Commission
Human Resources Department
Attention: Edwin Yergan
Personnel Analyst II
Vergane@jccal.org
(Electronic Copy Preferred)

And

COPY TO ADDRESS AS LISTED ON PURCHASE ORDER

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

19. 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.

_____, Authorized Representative

American Healthcare Resources

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President

Jefferson County Commission

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

Dec-4-2014-1051

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Amendment to the Agreement between Jefferson County, Alabama and the Board of Trustees of the University of Alabama, for the University of Alabama at Birmingham (UAB) to provide management and staffing of the electronic monitoring program through September 30, 2015 in an amount not to exceed \$331,140.

Contract ID: CON-00006571

Reference: CON-00004186

AMENDMENT TO THE CONTRACT

This is an Amendment to the Contract by and between Jefferson County, Alabama (hereinafter called "the County") and the Board of Trustees of the University of Alabama, for the University of Alabama at Birmingham (hereinafter called "the Contractor").

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract.

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

The contract between the parties which was approved by the Jefferson County Commission on September 11, 2012, at M.B. 163, Pg. 529-532, is hereby amended as follows:

- Item 3. The completion date of all services under this Contract is September 30, 2015 or until \$331,140.00 is billed and paid, whichever comes first.
- All other terms and conditions to the original contract remain the same.

JEFFERSON COUNTY, ALABAMA

James A. Stephens, Commission President

CONTRACTOR:

Lynn W. Stedman, MBA, Director
Office of Sponsored Programs

UNIVERSITY OF ALABAMA FOR THE UNIVERSITY OF ALABAMA AT BIRMINGHAM

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

Dec-4-2014-1052

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Amendment to the Agreement between Jefferson County, Alabama and Jefferson Blount St. Clair Mental Health Authority to provide on-site mental health services through September 30, 2015 in an amount not to exceed \$159,900.

Contract ID: CON-00006625

Reference: CON-00004217

AMENDMENT TO THE CONTRACT

This is an Amendment to the Contract by and between Jefferson County, Alabama (hereinafter called "the County") and Jefferson Blount St. Clair Mental Health Authority (hereinafter called "the Contractor").

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract.

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

The contract between the parties which was approved by the Jefferson County Commission on August 28, 2012, at M.B. 163, Pg. 483-486, is hereby amended as follows:

Item 3. The completion date of all services under this Contract is September 30, 2015 or until \$159,900.00 is billed and paid, whichever comes first.

Item 4. The Contractor shall be compensated for services rendered under the terms and conditions of this contract not to exceed the maximum amount of \$159,900.00 as specified in Appendix A which is made a part of this agreement by reference. All other terms and conditions to the original contract remain the same.

JEFFERSON COUNTY, ALABAMA

James A. Stephens, Commission President

CONTRACT

Dr. Richard Craig, Ph.D., Executive Director

Jefferson-Blount-St. Clair Mental Health Authority

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

Dec-4-2014-1053

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 for the Youth Detention Center and UAB Physician Services to provide medical services to residents of the Youth Detention Center for FY2014-2015 in an amount not to exceed \$97,342.08.

Contract Amendment No. 1

This amendment to Contract to be effective on the 1st day of October, 2014, between Jefferson County Commission for The Youth Detention Center, Alabama, hereinafter called "the County" and UAB Physician Services hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend said Contract.

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

The Contract between the parties entered into on the 31st day of January, 2014 and recorded in Minute Book 166 Pages 53-56 is hereby amended as follows:

Amend the Terms of Work paragraph as follows: The term of this contract is extended from October 1, 2014 through September 30, 2015 and the contract amount is not to exceed \$97,342.08.

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

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.

Jefferson County Commission

James A. Stephens, President

CONTRACTOR:

UAB Physician Services

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

Dec-4-2014-1054

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Grant/Subsidy Agreement between Jefferson County, Alabama and the Alabama Department of Youth Services to accept grant funding in the amount of \$258,549 for FY2014-2015.

ALABAMA DEPARTMENT OF YOUTH SERVICES

GRANT/SUBSIDY AGREEMENT

Fiscal Year 2014 - 2015

The Alabama Department of Youth Services hereby awards to Jefferson County Commission (hereinafter called Recipient) the total amount of Two hundred fifty-eight thousand, five hundred, forty-nine and no/100 dollars (\$258,549.00) for programs pursuant to DYS community grants/subsidy authorization (Title 44-1-28, Code of Alabama 1975). These funds shall provide at least one detention bed for each of the following counties: Jefferson. These funds are formula driven by Legislative Act 2014-284 as summarized in the table below.

#	#	Part I	Part II	Part III	FY15	Counties	2010 U S Census
Beds	COs	per count	per person	per bed	TOTAL	Served	County
80	1	14,000	121,029	123,520	258,549	Jefferson	658,468

The grant/subsidy award contained herein is for a period of twelve months, subject to the availability of funds and adjustment by the Alabama Youth Services' Board as it deems necessary or advisable. Nothing contained herein shall be deemed to be a debt of the State of Alabama in the contravention of the laws and constitution of the State of Alabama.

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.

Acceptance of Award

Recipient hereby signifies its acceptance of the grant/subsidy award and the terms and conditions set forth, this the 4th day of December, 2014

Accepted by: James A. Stephens, President - Jefferson County Commission

Alabama Department of Youth Services

Steven P. Lafreniere

Executive Director

Legal Counsel

Reviewed for legal form

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

Dec-4-2014-1055

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.

Amendment No. 3 to the Agreement with ACS Application Management Services, LLC to provide hosting services for Lawson data through October 31, 2014 in the amount of \$16,610.

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

Dec-4-2014-1056

Contract ID: 00006883

WHEREAS, Jefferson County, Alabama, by and through the Office of Senior Citizen Services (OSCS), has received a Notification of Grant Award from the Alabama Department of Senior Services (ADSS) for the State Aging and Disability Resource Center (ADRC) Grant for the period October 1, 2014 - September 30, 2015; and

WHEREAS, this grant award is to be utilized for and by the Area Agency on Aging (OSCS) to assure the provision of services to the elderly in accordance with the approved Area Plan; and

WHEREAS, the grant award is in the amount of \$20,000.00; and

WHEREAS, these State dollars require no local match or in-kind match.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION to accept this grant award in the amount of \$20,000.00 to provide services as outlined under the Older Americans Act and the Office of Senior Citizens Services approved Area Plan to the senior population in Jefferson County.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Grant Award and directs the Chief Financial Officer to receive and receipt the grant funds accordingly.

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

Dec-4-2014-1057

Contract ID: 00006885

WHEREAS, Jefferson County, Alabama, by and through the Office of Senior Citizen Services (OSCS), has received a Title III Notification of Grant Award from the Alabama Department of Senior Services (ADSS) for the first portion of funds for Title III Programs for the period October 1, 2014 - September 30, 2017; and

WHEREAS, the grant award is in the amount of \$425,194.00 and is to be used to assure the provision of services to the elderly in accordance with the approved Area Plan; and

WHEREAS, these are federal dollars and require local matching funds (Title III B & E - 25% match each and Title III B, C1, C2, D & E -10% match each); and

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION to accept this grant award in the amount of \$425,194.00 to provide services as outlined in the grant agreement, under the Older Americans Act and the Office of Senior Citizens approved Area Plan to the senior population in Jefferson County.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Grant Award and directs the Chief Financial Officer to receive and receipt the grant funds accordingly.

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

Commissioner Carrington's 12/4/14 Statement on Closing the County Courthouses at Noon on Christmas Eve
Monday afternoon, after I had left for the day, my staff received a proposed, "last minute" resolution asking the Commission to consider closing both Jefferson

County Courthouses at noon on Christmas Eve.

This proposal was advanced after the decision was made at our last Commission meeting to change our paid holiday from Christmas Eve to the day after Christmas. At that meeting, I publicly expressed my concerns on several fronts, but was assured that this recommendation was supported by a majority of the employees. In fact, I specifically asked Revenue Director Hulsey during the Commission meeting if he had consulted with his staff on this proposal - and he said that he had - and that most favored taking Friday off instead of Wednesday.

After being assured (1) that this decision was to change the paid holiday from Christmas Eve to the day after Christmas and there would be no net increase in amount of paid time off and (2) there would be no similar request for the day after New Year's, I reluctantly voted for the change. If my memory serves me correctly, I made the comment that it was going to be a depressing Christmas Eve afternoon at the Courthouses- I know first-hand, because as a merchant, I've worked all Christmas Eves but one since 1971.

Following the introduction of the early closure resolution for Christmas Eve at Tuesday's committee meeting, I asked several questions such as "how much will this decision cost the county in all funds?" and "how much overtime will need to be paid?" and "how will this decision affect Cooper Green's operating hours?", to which there were no answers. As a Commission, we unanimously agreed to move this resolution to the agenda, with the understanding that we would receive cost estimates in advance of today's meeting, which we did yesterday afternoon.

This decision is going to cost the taxpayers of Jefferson County an estimated \$220,720-almost one-quarter of a million dollars.

Before I go any further, I want to apologize to our County employees for the Commission's late decision to change the County's 2014 Christmas holiday calendar and for any scheduling problems our decision has caused you. I firmly believe that in the future you should be able to depend on the Commission Holiday Resolution that is passed with the adoption of the annual budget.

To the County Manager and Deputy County Managers, I respectfully ask that no more requests of any sort be presented to the Commission at the last minute -or otherwise -for consideration without a thorough assessment of the estimated costs and operational impacts- both pros and cons-of your recommendation.

With that said, the unbudgeted payroll costs for overtime in all funds for an early Christmas Eve closure is estimated to be \$16,753 of the total estimated cost of \$220,720. The remaining \$203,967 is budgeted and will be paid whether we are open or closed - and I doubt if many, if any, of our citizens will be affected by our decision - but our associates who are working Christmas Eve certainly will.

In retrospect, I take personal responsibility for not asking more questions and seeking more answers before supporting the proposed change to our Christmas holiday schedule, but I did not. As such, I am conflicted with the resolution before us.

I never wanted our employees to work Christmas Eve, but that decision is behind us and I'm confident that some of our associates have now rescheduled their plans to accommodate the new day off, so I am not going to propose going back to the original Christmas Eve holiday.

But, we still have the issue of the \$16,753 in unbudgeted payroll costs for overtime pay in all funds. So that the county taxpayers will not have to pay any additional payroll costs for the proposed resolution, I will introduce a funding resolution at the next Finance Committee meeting to transfer \$16,753 out of my \$50,000 2014-2015 budgeted discretionary funds to pay for the additional overtime that will be incurred with the early closure.

With that caveat, I move the item.

Dec-4-2014-1058

WHEREAS, the Jefferson County Commission desires to allow its employees to take an additional half day paid holiday on December 24, 2014, beginning at 12:00 p.m.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Jefferson County Holiday Schedule adopted September 25, 2014 and amended November 20, 2014, be modified to include an additional half day for employees on December 24, 2014, beginning at 12:00 p.m. All County facilities will close at this time and re-open on Monday, December 29, 2014, for normal operating hours.

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

Dec-4-2014-1059

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer fee reimbursement claim of Cassandra Jackson is hereby denied.

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

Dec-4-2014-1060

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Dennis Hopkins in the amount of Four Thousand Three Hundred Fifteen and 00/100 (\$4,315.00) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to Dennis Hopkins in the amount of \$4,315.00 and forward it to the County Attorney for disbursement.

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

Carrington, Knight, Bowman, Brown and Stephens.

Dec-4-2014-1061

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Nicole Watters Daniels in the amount of Four Thousand Seven Hundred Fifty Nine and 85/100 (\$4,759.85) 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 Nicole Watters Daniels in the amount of \$4,759.85 and forward it to the County Attorney for disbursement.

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

Dec-4-2014-1062

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of James A. Sikora in the amount of Eleven Thousand Seven Hundred Sixty Five and 99/100 (\$11,765.99) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to James A. Sikora in the amount of \$11,765.99 and forward it to the County Attorney for disbursement.

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

Dec-4-2014-1063

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the plumber reimbursement claim of Arthur Joshua Matthews in the amount of Seven Thousand Nine Hundred Ten and no/100 (\$7,910.00) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to Arthur Joshua Matthews in the amount of \$7,910.00 and forward it to the County Attorney for disbursement.

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

Dec-4-2014-1064

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the plumber reimbursement claim of Henry Lopez in the amount of Three Hundred Ninety Eight and no/100 (\$398.00) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to Henry Lopez in the amount of \$398.00 and forward it to the County Attorney for disbursement.

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

Dec-4-2014-1065

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Gina Thomason is hereby denied.

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

Dec-4-2014-1066

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the reimbursement claim of RMJ & Sons, Inc., LLC for payment of sewer liens is hereby denied.

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

Dec-4-2014-1067

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the personal injury claim by Sandra D. Sheffield has been denied.

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

Dec-4-2014-1068

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the personal injury claim by Gregory Michael Calma has been denied.

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

Dec-4-2014-1069

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

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

Dec-4-2014-1070

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the personal injury claim by Courtney L. Beverly has been denied.

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

Dec-4-2014-1071

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage and personal injury claim by Wadah Moflehi is denied.

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

Communication was read from Roads & Transportation recommended the following;

1. Alabama Gas Corporation to install 1,215' of 2" gas main for the Lilly Lane replacement in Concord.
2. AT&T to install 392' of fiber cable on Chalkville Mountain Road north or Grayson Valley Drive.

Dec-4-2014-1072

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

Recommended by: Tracy A. Pate, P.E. Interim Director/County Engineer
Department: Roads & Transportation
Date: November 19, 2014
Purpose: Pay Betty K. Boyd – Moving Cost Reimbursement for Tract 29 - Project No. STPBH-7020(601)
Patton Chapel Road Phase III Site Address: 1666 Patton Chapel Road, Hoover, AL 35226
Agent - Alan K. Dodd
Price: \$410.00
Pay to the order of: Betty K. Boyd
Mailing Address: P.O. Box 361762
Hoover, AL 35226

Fund # 4022000000
Bus. Area # 5100
GL Object -# 515710
Fund Center -# 5100000000
WBS #C.981.D
Functional Area – THRO
Check Delivery Code #84

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

Dec-4-2014-1073

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

Recommended by: Tracy A. Pate, P.E. Interim Director/County Engineer
Department: Roads & Transportation
Date: November 19, 2014
Purpose: Pay Coleman American Moving Service – Moving Cost to move Betty K. Boyd - Tract 29 - Project No. STPBH-7020(601) Patton Chapel Road Phase III
Site Address: 1666 Patton Chapel Road, Hoover, AL 35226 Agent - Alan K. Dodd
Price: \$8,650.15
Pay to the order of: Coleman American Moving Service
Mailing Address: P.O. Box 361762
Hoover, AL 35226

Fund # 4022000000
Bus. Area # 5100
GL Object -# 515710
Fund Center -# 5100000000
WBS #C.981.D
Functional Area – THRO
Check Delivery Code #84

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

Dec-4-2014-1074

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

Recommended by: Tracy A. Pate, P.E. Interim Director/County Engineer
Department: Roads & Transportation
Date: November 24, 2014
Purpose: Payment to James E. And Deborah B. McConnell for 0.09 acres, (more or less) for TEC at 2999 Floyd Bradford Road Site Address: 2999 Floyd Bradford Road
Agent: Kelly Watson
Price: \$8,000.00
Pay to the order of: James E. and Deborah B. McConnell
Mailing Address: 2999 Floyd Bradford Road
Trussville, AL 35173

Fund # 1013000000, Fund Center -# 5300000000, Bus. Area # 5300, Object -# 515710 - Cost Center 5300000000 - Functional Area – THRO
Check Delivery Code #84

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

Dec-4-2014-1075

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Change Order No. 1 to the Agreement between Jefferson County, Alabama and P. F. Moon & Company, Inc. for the Village Creek WWTP Immediate Needs construction agreement for removal of accumulated grease and solids and additional equipment repairs and replacements, which increases scope of work and increases contract by \$543,680 to a total of \$4,591,680.

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

Dec-4-2014-1076

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Schneider Electric, Inc. to provide onsite engineering services for CitectScada software upgrades in the amount of \$35,956.

AGREEMENT TO PROVIDE
ONSITE ENGINEERING SERVICES
FOR
CITECTSCADA SOFTWARE UPGRADES
(Results from RFP#162-14)

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

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

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

ARTICLE I - SCOPE OF WORK

CONSULTANT shall provide the professional services of a Vijeo Citect Certified Engineer (VCCE) onsite for three weeks totaling one hundred twenty hours (120) hours. The scope of this work is described in detail by Schneider Electric Proposal Response #

SMCC14-0092RI labeled as Exhibit A.

SECTION 1 - OBLIGATION OF CONSULTANT TO OWNER

The obligations of the CONSULTANT to the OWNER are outlined in detail by Schneider Electric Proposal Response # SMCC14-0092RI labeled as Exhibit A, pages 6 & 7.

SECTION 2 - OBLIGATION OF OWNER TO THE CONSULTANT

It is understood that the OWNER will:

- 1 Assist the CONSULTANT by placing at their disposal all available information pertinent to the site of the project(s), including previous drawings and any other data relative to the condition of the site.
- 2 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.
- 3 Examine drawings, specifications, 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.
- 4 Give prompt written notice to the CONSULTANT whenever the OWNER observes, or otherwise becomes aware of, any defect in the performance of engineering services.
- 5 COUNTY will operate any plant equipment as necessary and reasonable to carry out the scope of work.
- 6 Shall provide the CitectSCADA software v7.40 spl to the CONSULTANT for the exclusive use within this project.

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 this 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

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

ARTICLE III - PAYMENT

SECTION 1- FEE

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

For the work contemplated under Article I, Section 1, compensation shall be computed on the basis of a Cost Not to Exceed amount to be paid based on man-hours and other expenses incurred at the schedule of standard charges attached as Exhibit A. The contract shall include a maximum cost of Thirty-five thousand nine hundred fifty-six dollars (\$35,956.00) as further defined in Exhibit A, page 18.

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

SECTION 2 - FINAL ACCEPTANCE

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

ARTICLE IV - MISCELLANEOUS PROVISIONS

SECTION 1 - CHANGES OF WORK

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

AGREEMENT and constitutes extra work, the CONSULTANT will, within ten (10) days, notify the OWNER in writing and receive approval from the OWNER prior to performing such work. In the event the OWNER determines that such work does constitute extra work, additional time for completion of contract may be given and payment for the additional work shall be negotiated by Supplemental Agreement prior to work being undertaken by the CONSULTANT. Likewise, during the term of this AGREEMENT, any service specified may be deleted and/or reduced at the discretion of the OWNER. If such deletion or reduction becomes desirable, the CONSULTANT will be given advance notice and an equitable reduction in the CONSULTANT'S fee or cost ceiling will be made on a proportionate basis.

SECTION 2 - OWNERSHIP OF ENGINEERING DOCUMENTS

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

SECTION 3 - DELAYS AND EXTENSIONS

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

SECTION 4 - TERMINATION OR ABANDONMENT

1. The OWNER shall have the right to terminate this AGREEMENT for convenience after providing thirty (30) days written notice, and such action shall, in no event, be deemed a breach of contract.

2. If the OWNER terminates the contract for convenience as provided above, OWNER may make settlement with CONSULTANT upon an equitable basis in accordance with the following. In determining the final compensation to the CONSULTANT, the OWNER shall apply the following:

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

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

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

SECTION 5 - 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 compliant 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 6 - CONTROVERSY

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

SECTION 7 - RESPONSIBILITY FOR CLAIMS AND LIABILITY

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

2. The CONSULTANT agrees to indemnify, hold harmless and defend the OWNER, Jefferson County Commission, its elected officials, officers and employees (hereinafter referred to in this paragraph collectively as "OWNER"), from and against any and all loss, expense against or imposed upon OWNER, by any third party claims, 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.

Notwithstanding any provision to the contrary, except with respect to third party indemnification claims, to the extent based on CONSULTANT's gross negligence, neither party shall be liable to the other for consequential, indirect, special, incidental or punitive damages (including lost time, profits, revenue or data) of any kind related in any manner with this Agreement. Regardless of the form of action, or the theory of recovery even if CONSULTANT has been apprised of the possibility of such damages, the remedies of the OWNER set forth herein are exclusive and the total cumulative liability of CONSULTANT, its subcontractors and suppliers of any tier with respect to this contract or anything done in connection therewith, whether in contract, in tort (excluding CONSULTANT's gross negligence or willful misconduct) or otherwise, shall not exceed the price of the product, part or service on which such liability is based

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

General Liability and Property Damage \$300,000.00

Automobile and Truck Bodily Injury Liability \$300,000.00

Workers Compensation Statutory

Professional Liability \$2,000,000.00 each claim

The CONSULTANT shall notify the OWNER within 30 days about any present or future claims that could affect their policy limits.

SECTION 8 - GENERAL COMPLIANCE WITH LAWS

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

SECTION 9 - SUBLETTING, ASSIGNMENT OR TRANSFER

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

SECTION 10 - EMPLOYMENT OF OWNER WORKERS

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

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

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

SECTION 11 - CONTROL

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

policies, practices and procedures of the OWNER.

SECTION 12 - CONDITIONS AFFECTING WORK

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

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

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

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

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

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

SECTION 13 - GOVERNING LAW/DISPUTE RESOLUTION

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

SECTION 14 - ALABAMA CODE SECT10N 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.

SECTION 14 - CONFLICTING TERMS

In the event of a conflict between the terms of this contract and the terms of any exhibits attached, the terms of this contract shall control.

SECTION 15 - WARRANTY TERMS

CONSULTANT shall warranty its work for a period of one (1) year from COUNTY's acceptance of the Services, or eighteen (18) months from the last product invoice date.

THE WARRANTIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES (EXCEPT WARRANTIES OF TITLE). THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE ARE EXPRESSLY EXCLUDED.

ARTICLE V

SECTION 1 - EXECUTORY CLAUSE

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

ARTICLE VI

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

CONSULTANT on the day of 2014,

_____, Representative
Schneider Electric
and the OWNER on the _____ day of 2014.

RECOMMENDED:

Environmental Services Department
David Denard, Director of Environmental Services

APPROVED:

Jefferson County, Alabama
James A. Stephens, President
Jefferson County, Commission

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

Dec-4-2014-1077

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the Pump Station Emergency Generators - Phase I project, such certified bids having been open on Wednesday, September 24, 2014, and listed as follows:

Contractor	Amount Bid
1. Stone and Sons Electrical Contractors	\$ 373,335.00
2. Mastin's Inc.	\$ 374,200.00

WHEREAS, after tabulation by Krebs Engineering and certification by the Environmental Services staff, it has been recommended that the contract for the Pump Station Emergency Generators - Phase I project be awarded to Stone and Sons Electrical Contractors in the amount of \$373,335.00.

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

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

Dec-14-2014-1078

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

BE IT FURTHER RESOLVED that the President be authorized to execute an agreement with Z-Outlet for the construction of a sewer service line in the right-of-way of U.S. Highway 31 in the City of Hoover, at no cost to the County.

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

Project Number:
Permit No.
P.E.
R.O.W.
Utilities
Construction
Maintenance Section
Location of Accommodation: Milepost 264 to 265

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

WITNESSETH

WHEREAS, the APPLICANT desires to have its facilities accommodated on public highway right-of-way in JEFFERSON County,

Alabama, said project or maintenance section being designated as , and consisting approximately of the following:

approximately 18 linear feet of 4" inch diameter, Class 52 ductile iron sanitary sewer pipe in U.S. Highway 31 ROW in the City of Hoover; and

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

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

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

The APPLICANT will conform to the regulations of the Environmental Protection Agency (EPA) and of the Alabama Department of Environmental Management (ADEM), latest edition, for both installation and maintenance of such facilities.
5. If hazardous materials, wastes, substances, or as otherwise defined by Code of Alabama § 6-5-332.1 (a)(2) (1993 Repl. Vol.) are encountered in the execution of this Agreement it will be the responsibility of the APPLICANT to notify the proper agency responsible for said hazardous materials and to comply with any and all environmental regulations as established by the Environmental Protection Agency (EPA), Alabama Department of Environmental Management (ADEM), and of the Occupational Safety and Health Administration (OSHA) in the proper disposition of the hazardous materials encountered.
6. The APPLICANT will file with the STATE an acceptable certified check or bond in the penal amount of \$20,000 to guarantee the faithful performance of this permit contract in its entirety. Upon satisfactory completion and acceptance of all work provided for in this permit contract, the check or bond, as applicable, will be returned to the APPLICANT; otherwise, the proceeds from the check, or any amount received by the STATE as a result of the bond, will be applied to complete and fulfill the permit contract terms.
7. The APPLICANT will protect, defend, indemnify, and hold harmless the State of Alabama, The Alabama Department of Transportation, the officials, officers, and employees, in both their official and individual capacities, and their agents and/or assigns, from and against any and all actions, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of or connected with the work performed under this Permit, and/or the APPLICANT's failure to comply with all applicable laws or regulations.
8. Reimbursement for future relocations of the APPLICANT'S facilities will be in accordance with State law in effect at the time such relocations are made.
9. The APPLICANT will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the APPLICANT, its agents, servants, employees or facilities.
10. The STATE in executing this Agreement does not in any way assume the responsibility for the maintenance of the facilities of the APPLICANT, nor the responsibility for any damage to the facilities caused by third parties.
11. The APPLICANT will have a copy of this Agreement on the project site at all times while said work is being performed.
12. Nothing contained in this Permit Agreement, nor the issuance or receipt thereof, shall be construed to alter or affect the title of the STATE to the public right-of-way nor to increase, decrease or modify in any way the rights of the APPLICANT provided by law with respect to the construction, operation or maintenance of its facilities on the public right-of-way.
13. The installation of the facilities and related work covered by this Agreement shall be completed within one year from the date shown on this Agreement, otherwise this Agreement becomes null and void. Once work is begun the APPLICANT shall pursue the work continuously and diligently until completion.
14. The APPLICANT will perform or cause to be performed the work applied for in this permit contract and will restore the highway and all right-of-way in the work area in as good condition as the same was prior to the work and will maintain the accomplished work and highway work area in a condition satisfactory to the Alabama Department of Transportation for a period of one year from acceptance by the Department of the completion of work applied for by APPLICANT.
15. The Applicant must provide a copy of the Notice of Registration (NOR) Received issued by ADEM upon receipt of the applicant's Notice of Registration. This will assure compliance with Phase II of stormwater construction requirements. In the event a NOR is not required,

Applicant must submit to ALDOT a Best Management Practices (BMP) plan to control sediment run-off.

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

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

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

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

Environmental Service Department

WITNESS:

James A. Stephens, President

Jefferson County Commission

RECOMMENDED FOR APPROVAL:

District Manager

Division Engineer

ALABAMA DEPARTMENT OF TRANSPORTATION ACTING BY AND THROUGH ITS TRANSPORTATION DIRECTOR

By: _____

Maintenance Engineer / Division Engineer

AGREEMENT

This Agreement entered into this ____ day of _____, 20____, by and between Jefferson County, Alabama (hereinafter referred to as Jefferson County) and Z-Outlet (hereinafter referred to as Owner).

WITNESSETH:

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

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

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

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

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

2. Jefferson County shall enter into an Agreement with ALDOT ("ALDOT Agreement") for providing for installation of a 4" inch sewer service line connecting to an existing Jefferson County sanitary sewer crossing perpendicular to U.S. Highway 31 right of way near the intersection with Patton Chapel Road, which drains to the Cahaba River sanitary sewer collection system, copy of said ALDOT Agreement is attached hereto as Exhibit A to this Agreement.

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

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

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

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

7. Sanitary sewer mains (8 inch and larger) or manholes that are installed or modified must, per Jefferson County regulations,

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

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

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

Z-Outlet

Judy Yoe, Owner

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President - Jefferson County Commission

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

Dec-4-2014-1079

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the 2014 Annual Sewer Rehabilitation, Contract 2 project, such certified bids having been open on Friday, September 19, 2014 and listed as follows:

Contractor	Amount Bid
1. Southeast Sewer Services, Inc.	\$ 1,225,755.00
2. Insituform Technologies, LLC	\$ 1,641,955.00
3. Layne Inliner, LLC	\$ 1,869,135.00
4. SAK Construction, LLC	\$ 2,701,425.00

WHEREAS, after tabulation and certification by the Environmental Services staff, it has been recommended that the contract for the 2014 Annual Sewer Rehabilitation, Contract 2 project be awarded to Southeast Sewer Services, Inc. in the amount of \$ 1,225,755.00

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

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

Dec-4-2014-1080

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Accelerated Technology Laboratories, Inc. to provide laboratory management software maintenance and support for the period December 15, 2014 - December 14, 2015 in the amount of \$13,190.

CONTRACT NO: CON-6839

Laboratory Management Software Support Agreement

THIS AGREEMENT entered into this 1st day of November, 2014, by and between Jefferson County Alabama, hereinafter called "the County", and Accelerated Technology Laboratories, Inc. called "the Contractor", located at 496 Holly Groves School Road, West End, NC 27376. The effective date of this agreement shall be December 15, 2014.

WHEREAS, the County desires to contract for software and maintenance support services for the Jefferson County Commissions, hereinafter called "the County"; and

WHEREAS, the Contractor desires to furnish said software and maintenance support to the Jefferson County Commission Environmental Services Department.

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: Annual Software and Maintenance and Support for Laboratory Management Software. This contract and, Accelerated Technology Laboratories, Inc. Quotation # 14945 describes the scope of services called for and is adopted herein by reference and is attached hereto as Exhibit A. Those two components constitute the entire agreement between the parties.

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render services to Jefferson County Commission any time after the effective date of this Contract. The Contract term expires on December 14, 2015, with the option to renew for a period of up to two (2) additional one (1) year terms.

4. ASSIGNMENT: No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize the successful offeror to subcontract (assign) any portion of this contract, the Successful Offeror will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Successful Offeror must maintain a continuous effective business relationship with the sub-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.

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

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

7. COMPENSATION: The contractor shall be compensated a sum of \$13,910.40.

8. PAYMENT TERMS: Net 30

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

10. 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.

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

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

13. 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.

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 Commercial General Liability insurance of \$1,000,000 per occurrence. Before beginning work, contract party shall file with the County evidence of insurance showing the amounts of insurance carried and the risk covered thereby. Liability insurance coverage must be no less than \$1,000,000. During

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

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

17. HOLD HARMLESS AND INDEMNIFICATION: Contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed by a third party against or imposed upon County because of bodily injury, death or tangible property damage, real or personal, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Integrator, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees.

18. LIMITATION OF LIABILITY: NEITHER PARTY SHALL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES UNDER THIS AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OF THEIR POSSIBILITY. THIS LIMITATION OF LIABILITY APPLIES BOTH TO PRODUCTS AND SERVICES CUSTOMER PURCHASES UNDER THIS AGREEMENT. BOTH PARTIES TOTAL LIABILITY ARISING OUT OF, OR IN CONNECTION WITH, ANY EVENT OR SERIES OF CONNECTED EVENTS OCCURRING IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE VALUE OF THE PRODUCTS OR SERVICES PURCHASED BY CUSTOMER PURSUANT TO THIS AGREEMENT SUBJECT TO THE CLAIM.

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

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

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

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President - Jefferson County Commission

_____, Authorized Representative

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

Dec-4-2014-1081

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Garver, LLC to provide engineering design services for Morgan Greenwood Pump Stations #1 and #2 upgrades and Morgan Greenwood Pump Station Service Area Sewer Rehabilitation (Phase 2) in the amount of \$278,067.

A G R E E M E N T

ENGINEERING DESIGN SERVICES FOR

MORGAN GREENWOOD PUMP STATIONS #1 AND #2 UPGRADES

AND MORGAN GREENWOOD PUMP STATION SERVICE AREA SEWER REHABILITATION (PHASE 2)

This AGREEMENT, made this the ___ day of _____, 2014 by and between JEFFERSON COUNTY, Alabama as Party of the First Part, hereinafter referred to as the COUNTY, and Garver, LLC. as Party of the Second Part, hereinafter referred to as the

CONSULTANT.

WHEREAS, the said CONSULTANT has agreed and by these present does agree with the COUNTY for the consideration hereinafter mentioned with payment to be administered by the COUNTY to provide associated engineering services for sewer rehabilitation of the collection system and upgrades to the Morgan Greenwood Pump Stations #1 and #2.

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

ARTICLE I - SCOPE OF WORK

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

The goals of the COUNTY and CONSULTANT under this AGREEMENT are to perform engineering services including but not limited to: (1) provide engineering design to repair, replace and/or rehabilitate the existing sanitary sewer collection system; and (2) design improvements to the Morgan Greenwood PS #1 and #2 systems in order to balance flows between the two stations and minimize hydraulic impact to the downstream gravity sewer system.

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

SECTION 1 – OBLIGATION OF THE CONSULTANT TO THE COUNTY

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

1. Designate a project manager to serve as primary contact with COUNTY.
2. Sanitary Sewer System Evaluation (completed under Phase I – a separate contract): Morgan Greenwood PS #1 and #2 Service Areas provided by ADS, LLC hereinafter referred to as SUBCONTRACTOR included:
 - A. Temporary Flow Monitoring for the Morgan Greenwood Pump Stations #1 and #2 service area at locations and times agreed to by the COUNTY. The Temporary Flow Monitoring included:
 - i. Data analysis and report that included: Summary of monitoring network, monitoring results identifying any potential I/I sources, and rain data (hard copy and excel file on CD). Include County provided data: Pump station run time data, velocity, design flow in the data analysis and report.
 - ii. A hard copy report included a brief summary of flow monitoring activities and methodologies, along with copies of installation and maintenance logs maintained during the project.
 - iii. I/I analysis for sub basins within the study area.
 - B. Smoke Testing was completed for the Morgan Greenwood Pump Stations #1 and #2 service areas at locations and times agreed to by the COUNTY, estimated to be 60,000 LF of sanitary sewer (50% of total basin within scope). The Smoke Testing included:
 - i. Investigation of the proposed site.
 - ii. Notification to County residences, businesses, industries and/or any other entities in the area likely to be affected by smoke testing.
 - iii. A Summary Report including completed smoke forms with photographs.
3. Sanitary Sewer System Evaluation (completed under Phase I – a separate contract) – Morgan Greenwood PS #1 and #2 Service Areas included:
 - A. A service area study including approximately 120,000 linear feet of temporary flow monitoring gravity sewer lines, a detailed sewer system evaluation survey of an estimated 60,000 linear feet (50% of the entire basin), and a visual inspection of approximately 300 manholes to determine need for sanitary sewer rehabilitation and estimate amount of potential flow reduction into the Morgan Greenwood Pump Station Service Area.
 - B. Review of Temporary Flow Monitoring, TVI and Smoke Testing data in the Morgan Greenwood Pump Stations #1 and #2 service areas performed by SUBCONTRACTOR as discussed in Article I, Section 1, Part 2 above.
 - C. Analysis of pump run time, flow monitoring, TVI and smoke testing data, followed by the development of a report identifying recommended sewer rehabilitation, including construction cost estimates.
 - D. Manhole Inspections of up to 300 existing manholes to included visual inspection, current asset condition documentation and recommended rehabilitation improvements required to reduce infiltration and inflow.
4. Sanitary Sewer System Evaluation (Under This Contract to Include) – Morgan Greenwood PS #1 and #2 Service Areas
 - A. Capacity Analysis of existing sanitary sewer trunk system.
 - B. Coordinate Television Inspection (to be provided by the COUNTY under separate agreement) of the Morgan Greenwood Pump Stations #1 and #2 service areas at locations and times agreed to by the COUNTY. At a minimum, the Television Inspection shall include:

- i. True-color audio-visual closed circuit television inspection for verification of existing internal sewer line conditions. Television Inspection shall be performed in accordance with current COUNTY standards.
 - C. A Summary Report of the Television Inspection work and the information acquired, including an electronic copy of television inspection video.
- 5. Prepare Drawings and Specifications for the two (2) pump station upgrades and related work described and identified as follows:
 - A. Morgan Greenwood Pump Station #1 and associated force main system, located at 5033 Pleasant Hill Road, Bessemer, Alabama 35022; Evaluate and design pump station upgrades to improve the station's pumping capacity; evaluate and design necessary improvements to stand-by power systems at the site; evaluate and design improvements to electrical controls and SCADA systems; design any necessary wet well modification; design site improvements to include necessary access road improvements, and any other necessary modification to the station's ancillary appurtenances.
 - B. Morgan Greenwood Pump Station #2 and associated force main system, located at 3696 Hilltop Road SE, Bessemer, Alabama 35022; Evaluate and design pump station upgrades to improve the station's pumping capacity; evaluate and design necessary improvements to stand-by power systems at the site; evaluate and design improvements to electrical controls and SCADA systems; design necessary wet well modification; design site improvements to include generator building structural modifications and other necessary modification to the station's ancillary appurtenances.
 - C. Morgan Greenwood Pump Station Service Area Sewer Rehabilitation, Bessemer, Alabama;
 - (1) Provide engineering design for COUNTY approved sanitary sewer rehabilitation in the Morgan Greenwood Pump Stations #1 and #2 service areas.
 - (2) The estimated length of gravity sewer, to have plan drawings developed for a proposed bid package, is 30,000 linear feet including the rehabilitation of 180 manholes.
 - D. Data gathering shall include, but not be limited to: sewer maps, complaint forms, tax maps, flow data, record drawings, overflow reports, recorded right-of-way documents, previous surveys and utility maps.
 - E. Review of existing flow data.
 - F. Review of as-constructed drawings in the Rice Creek Sewer Basin.
 - G. Review of historical sanitary sewer overflow data and resulting compliance.
- 6. Prepare construction documents and provide bid phase services for the project. Services will include:
 - A. Supplemental survey, as needed, in accordance with COUNTY requirements.
 - B. Assembly of all tax maps, subdivision plats, and deeds of affected properties within the project boundary.
 - C. Construction drawings with a 1" = 50' horizontal and 1" = 10' vertical scale.
 - D. 30%, 60%, and 90% review meetings with COUNTY and associated revisions.
 - E. Quality Assurance and Quality Control throughout the contract.
 - F. Development of construction specifications.
 - G. Preparation of bid quantities and opinion of probable construction cost.
 - H. Preparation of deeds and maps for ROW acquisition.
 - I. Preparation of Notice to Bidders and assist the COUNTY with the distribution of plans, pre-bid conference, addenda, bid opening, bid evaluation and recommendation of award.
- 7. Perform construction management for the sewer rehabilitation, pump station and force main construction projects. Services will include:
 - A. Participate in pre-construction conference.
 - B. Provide consultations and advice to the COUNTY during construction.
 - C. Preparation of supplemental sketches (job sketches) required to address problems due to actual field conditions encountered.
 - D. Checking submittals and shop drawings provided by the contractor for general conformity of design concept and conformance with the information given in the contract documents.
 - E. Reviewing laboratory, shop drawings and mill test reports.
 - F. Provide as needed, part time engineering observation of the work of the contractor as construction progresses (Estimated ten [10] hours per week). Construction observation shall be performed in cooperation with the COUNTY's full time construction inspector.
 - G. Issuing necessary clarification of the contract documents, prepare contract modifications and make recommendations as to the acceptability of the work.
 - H. Processing the Contractor's pay requests by reviewing the request to the best of the CONSULTANT'S knowledge and belief and recommend issuance of such payments by the COUNTY.
 - I. Making a final review and report on the completion of the project, including recommendations concerning final payment to the contractor and release of retainage.

- J. Preparation of Record Drawings with a 1" = 50' horizontal and 1" = 10' vertical scale.
- 8. Keep confidential all records.
- 9. Perform all work in accordance with standards and practices adopted by the Jefferson County Environmental Services Department.
- 10. Provide a compact disc with all associated data in electronic format.

SECTION 2 - OBLIGATION OF THE COUNTY TO THE CONSULTANT

It is understood that the COUNTY will:

- 1. Furnish requirements for the project and provide full information as to its requirements for the project.
- 2. Furnish existing pump run time data at Morgan Greenwood Pump Stations #1 and #2.
- 3. Assist the CONSULTANT by placing at their disposal all available information pertinent to the project, including previous reports and any other data relative to the condition of the site.
- 4. Designate a project manager to coordinate CONSULTANT's work and to assist as COUNTY'S representative with respect to the work to be performed under this AGREEMENT.
- 5. Guarantee legal access to and make all provisions for the CONSULTANT to enter upon public and private lands as required for the CONSULTANT to perform its work under this AGREEMENT.
- 6. Provide GPS data for all manholes within the Morgan Greenwood Pump Stations #1 and #2 service areas. At a minimum, the information shall include: Northing, Easting, top and invert elevations for each manhole.
- 7. Advertise for proposals from bidders, open the proposals at the appointed time and place, and pay for all costs incidental thereto.
- 8. Assume all costs of public hearings, if required.
- 9. Examine studies, reports, sketches, opinions of probable cost of construction, proposals, and other documents presented by the CONSULTANT, and shall render decisions in writing pertaining thereto within a reasonable time so as not to delay the services of the CONSULTANT.
- 10. Give prompt written notice to the CONSULTANT whenever the COUNTY's observer, or otherwise, becomes aware of any defect in the project.
- 11. Assume all costs of environmental site assessments, if required.
- 12. Assume all costs for flow monitoring within study area, if required.
- 13. Assume all costs of archaeological and vegetative studies, if required.
- 14. Assume all costs for railroad permit fees, if required.
- 15. Negotiate any right-of-way or easements required for project construction.
- 16. Record right-of-way or easement acquisition documents in the Probate Office of Jefferson County.

SECTION 3 - CONFERENCES AND VISITS TO SITE

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

ARTICLE II - TIME OF BEGINNING AND COMPLETION

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

ARTICLE III - PAYMENT

SECTION 1 - FEE

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

For the work contemplated under Article I, Section 1, compensation shall be computed on the basis of a Cost Not to Exceed contract

to be paid by monthly invoice at the rate schedule of standard charges as identified in Attachment 2 - Rate Schedule. The contract shall include a maximum engineering cost of two hundred seventy-eight thousand, sixty-seven dollars and 00/100 cents (\$278,067.00) as shown below and identified in Attachment 3 - Fee Breakdown. This contract amount shall not be exceeded except by formal contract amendment.

Temporary Flow Monitoring and Smoke Testing	N/A (Phase I)
Sanitary Sewer Evaluation Study (SSES)	\$12,710
Final Design and Bidding Assistance – Rehabilitation	\$56,575
Final Design and Bidding Assistance – PS #1 and #2	\$138,206
Construction Administration	\$70,576
Total Contract Amount	\$278,067

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

SECTION 2

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

SECTION 3

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

ARTICLE IV - MISCELLANEOUS PROVISIONS

SECTION 1 - CHANGES OF WORK

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

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

SECTION 2 - OWNERSHIP OF ENGINEERING DOCUMENTS

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

SECTION 3 - CONSULTANT'S ENDORSEMENT

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

SECTION 4 - DELAYS AND EXTENSIONS

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

2. In the event that delays are deemed avoidable by the COUNTY and time extensions are not granted, the CONSULTANT may be

subjected to a liquidated damages charge of \$100.00 per day for each calendar day exceeding the time specified in Article II.

SECTION 5 - TERMINATION OR ABANDONMENT

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

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

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

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

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

SECTION 6 – TERMINATION OF CONTRACT FOR BREACH

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

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

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

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

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

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

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

SECTION 7 – CONTROVERSY

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

SECTION 8 – RESPONSIBILITY FOR CLAIMS AND LIABILITY

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

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

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

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

Workers Compensation.....Statutory
Professional Liability.....\$1,000,000.00 each claim

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

SECTION 9 - GENERAL COMPLIANCE WITH LAWS

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

SECTION 10 - SUBLETTING, ASSIGNMENT OF TRANSFER

No portion of this contract may be sold, assigned, or transferred to a third party without the express written consent of the COUNTY, its successors or assigns. Any attempt to assign this contract without the written consent of the COUNTY is null and void. In the event the COUNTY is removed from its position, the CONSULTANT agrees to consent to the assignment of this contract to its successors, assigns or designees.

SECTION 11 - EMPLOYMENT OF COUNTY WORKERS

1. The CONSULTANT shall not engage, on full or part time or other basis during the period of the AGREEMENT, any professional or technical personnel who are or have been at any time during the period of this AGREEMENT in the employment of the COUNTY, except regularly retired employees, without written consent of the public employer of such person.
2. The CONSULTANT warrants that he has not employed or retained any company, or person other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this AGREEMENT, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty, the COUNTY shall have the right to annul this contract without liability or, at its discretion, deduct from the contract price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts or contingent fee.
3. No COUNTY official, employee of the COUNTY, Jefferson County Commission official, or employee of the Jefferson County Commission shall be admitted to any share or part of this AGREEMENT, or to any benefit that may arise there from, except the use of the facility being designed as enjoyed by the general public.

SECTION 12 - CONTROL

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

SECTION 13 - CONDITIONS AFFECTING WORK

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

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

In all solicitations, either by competitive bidding or negotiations made by CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the

CONSULTANT of the CONSULTANT'S obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color or national origin.

C. Sanctions of Noncompliance:

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

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

SECTION 14 - GOVERNING LAW/DISPUTE RESOLUTION

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

ARTICLE V

SECTION 1 - EXECUTORY CLAUSE

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

ARTICLE VI

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures, Garver, LLC. on the ____ day of _____ 2014, and the COUNTY on the ____ day of _____ 2014.

Brian Shannon, P.E. , Senior Project Manager / Business Team Leader

Garver, LLC

RECOMMENDED:

David Denard, Director of Environmental Services - Jefferson County

ATTEST:

JEFFERSON COUNTY COMMISSION

Minute Clerk

James A. Stephens, President

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

Dec-4-2014-1082

WHEREAS, Jefferson County, Alabama entered into an agreement with Gresham Smith & Partners, on May 22, 2014, M.B. 166, Pages 287-290, for engineering related costs to relocate sanitary sewers that are in conflict with ALDOT's Phase I, Widening and Resurfacing of SR-5 (US78) from I-59 to Finley Boulevard in the City of Birmingham; and

WHEREAS, a subsequent ALDOT audit revised the reimbursable amount of Phase I, Phase II and Phase III; and

WHEREAS, the corrections have been incorporated in a replacement agreement that has been executed by Gresham Smith & Partners, and requires approval and execution by the Jefferson County Commission.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION as follows:

- 1. The Agreement of May 22, 2014, M. B. 166, Pages 287-290, between Jefferson County Commission and Gresham Smith & Partners, is hereby rescinded; and
- 2. The corrected agreement between Jefferson County Commission Gresham Smith & Partners (copy attached - on file in the Minute Clerk's Office) reflecting MAXIMUM AMOUNT PAYABLE FOR PHASE I ENGINEERING \$45,735.72, MAXIMUM AMOUNT PAYABLE FOR PHASE II ENGINEERING \$151,981.03 and MAXIMUM AMOUNT PAYABLE FOR PHASE III ENGINEERING \$75,107.66 is hereby approved and the President is authorized to execute the replacement agreement on behalf of Jefferson County, Alabama.

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Mission Communication, LLC., in the amount of \$57,564.00 to provide maintenance and support services for pump station remote monitoring units for FY2014-2015.

THIS AGREEMENT is entered into this 1st day of October, 2014, by and between the Jefferson County Commission, hereinafter called "the County", and Mission Communications, LLC, located at 3060C Business Park Drive, Norcross, GA 30071, hereinafter called "The Contractor." The effective date of this agreement shall be October 1, 2014.

WHEREAS, the County desires to contract for maintenance support for remote terminal units; and

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

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

1. ENGAGEMENT OF CONTRACTOR: The County agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
 2. SCOPE OF SERVICES: This Contract results from the County's Request for maintenance and support for remote terminal units. This contract documents and Schedule A constitute the entire agreement between the parties.
 3. COMPENSATION: In exchange for and upon satisfactory completion and delivery of the services provided for under this Contract, the County agrees to pay Contractor at the rates set forth in the attached Schedule A. This amount may be increased by an amendment to this Agreement signed by both Parties.
 4. PAYMENT TERMS: Net 30 days.
 5. INVOICING: All invoices must agree with the purchase order in description and price, and must include the following information: 1) Purchase Order Number; 2) Ship-to Department name and address. Invoices are to be payable upon approved invoice within forty-five (45) days. In order to ensure prompt payment, ALL ORIGINAL INVOICES* MUST BE SENT TO:
Jefferson County Commission and copy to address as listed on Purchase Order
Finance Department
716 Richard Arrington Jr Blvd N Room 820, Courthouse
Birmingham, AL 35203
- *If invoice does not agree with purchase order, credits or a corrected invoice will be required in order for the County to process payment. Invoices that do not reference an authorized Purchase Order will be returned to the vendor.
6. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The term of this Contract shall be from October 1, 2014 to September 30, 2015, with the County's option to renew for two (2) additional one-year periods, not to exceed a total of three contract years.
 7. INDEPENDENT CONTRACTOR: This Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for all applicable federal, state and local taxes, etc.
 8. NON-DISCRIMINATION POLICY: Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status. Contractor will ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability or veteran status. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
 9. HOLD HARMLESS AND INDEMNIFICATION: Contractor will defend, indemnify and hold harmless the County and its employees and agents from any claims, suits, actions, damages and costs (including reasonable attorney's fees, court costs and any other costs of every name and description) resulting from the performance of the Contractor, its agents subcontractors or employees under this Contract.
 10. INSURANCE: Contractor shall maintain such insurance as will protect it and the County from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Coverage required includes 1) Commercial General Liability (not less than \$1,000,000 per occurrence); 2) Business Automobile Liability; and 3) Worker's Compensation and Employer's Liability. Insurance shall be written by one or more companies authorized to do business in Jefferson County, Alabama. Contractor shall furnish satisfactory evidence of insurance to the Purchasing Agent not later than seven (7) days after purchase order date.
 11. 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.

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

13. 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.

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

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

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

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

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.

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

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

JEFFERSON COUNTY COMMISSION

James A. Stephens, President

Mission Communications, LLC

_____, Authorized Representative

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

Dec-4-2014-1084

WHEREAS, on September 11, 2014 Jefferson County approved a Consent Agreement and Final Order (CAFO) from the United States Environmental Protection Agency (EPA) regarding alleged violations of Section 112(r)(7) of the Clean Air Act and its Risk Management Program regulations; and

WHEREAS, the CAFO contemplated the County pay a civil penalty to the EPA in the amount of \$12,950 and enter into a Supplemental Environmental Project (SEP) whereby the County would expend no less than \$53,880 for the purchase of equipment for donation to the Jefferson County Emergency Management Agency (EMA); and

WHEREAS, the low bid for the purchase of the EMA equipment was \$52,152, leaving an expenditure deficit under the CAFO of \$1,728; and

WHEREAS, the County desires to remedy this deficit and comply with the intent of the CAFO by paying the difference in the form of an additional civil penalty to the EPA.

NOW THEREFORE BE IT BY THE JEFFERSON COUNTY COMMISSION that the Commission President is hereby authorized to approve the expenditure of funds in the amount \$1,728 payable to the EPA and, if required, execute an amendment to the CAFO reflecting the difference in expenditures.

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

Dec-4-2014-1085

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Land Planning and Development Services, 2015 Calendar for the Planning and Zoning Commission and Board of Zoning Adjustment, be and hereby is approved.

2015 CALENDAR

PLANNING AND ZONING COMMISSION

Deadline to submit Application for Rezoning/Subdivision	P & Z Commission Meeting Dates Pre-meeting scheduled up to two (2) hours prior to 1:00 PM Public Hearing	REZONING ONLY County Commission Meeting dates Committee meetings held on the preceding Tuesday at 9AM
December 12, 2014	January 8, 2015	February 5, 2015
January 16, 2015	February 12, 2015	March 19, 2015
February 13, 2015	March 12, 2015	April 9, 2015
March 13, 2015	April 9, 2015	May 7, 2015
April 17, 2015	May 14, 2015	June 18, 2015
May 15, 2015	June 11, 2015	July 9, 2015
June 12, 2015	July 9, 2015	August 6, 2015
July 17, 2015	August 13, 2015	September 17, 2015
August 14, 2015	September 10, 2015	October 8, 2015
September 11, 2015	October 8, 2015	November 5, 2015*
October 16, 2015	November 12, 2015	December 17, 2015*
November 13, 2015	December 10, 2015	January 7, 2016*
December 11, 2015	January 14, 2016	February 4, 2016*

*dates are tentative

BOARD OF ZONING ADJUSTMENT

Deadline to submit Application to BZA	BZA Meeting Dates Pre-meeting scheduled up to two (2) hours prior to 1:00 PM Public Hearing
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December 29, 2014
January 26, 2015
February 23, 2015
March 30, 2015
April 20, 2015
May 26, 2015
June 29, 2015
July 27, 2015
August 31, 2015
September 28, 2015
October 26, 2015
November 23, 2015
December 28, 2015

January 26, 2015
February 23, 2015
March 23, 2015
April 27, 2015
May 18, 2015 (3rd Mon)
June 22, 2015
July 27, 2015
August 24, 2015
September 28, 2015
October 26, 2015
November 23, 2015
December 21, 2015 (3rd Mon)
January 25, 2016

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

Dec-4-2014-1086

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.

Confirmation of Lease Extension with the City of Birmingham to continue the leasing of space for the Jefferson County Emergency Management Agency Operations Center for the period October 1, 2014 - September 30, 2016 at the rate of \$26,350 annually.

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

Dec-4-2014-1087

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Chief Financial Officer is directed to prepare poll worker, canvassing board, poll site rental and cleaning checks for the February 10, 2015 Birmingham School Tax Election.

The Jefferson County Probate Judge will authorize in writing the rates of pay for each regular worker as well as the canvassing workers; the Chairman of the Board of Registrars will authorize in writing the rented polling sites to be paid; and the Chief Inspector of each polling location will certify to each worker's attendance at the polling location.

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

Dec-4-2014-1088

WHEREAS, the Alabama Administrative Office of Courts (A.O.C.) has concluded that under current Alabama Law, the responsibility for court security is the responsibility of the County and the Sheriff; and

WHEREAS, courtroom security is currently provided by bailiffs in the Criminal and Family Court Divisions and these bailiffs are no longer funded by the A.O.C.; and

WHEREAS, the courts in the Criminal and the Family Court Divisions cannot operate without adequate security; and

WHEREAS, it is in the best interest of the County for the courts to expedite cases in as timely a manner as possible.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized to execute on behalf of the County an agreement with the A.O.C. to provide reimbursement to the A.O.C. for employment costs for said bailiffs in the Birmingham and Bessemer Divisions of the Tenth Judicial Circuit not to exceed the maximum amount of \$946,783.63 appropriation for Fiscal Year 2014-2015.

MEMORANDUM OF AGREEMENT
BETWEEN THE ADMINISTRATIVE OFFICE OF COURTS

AND

THE JEFFERSON COUNTY COMMISSION

This agreement is between the Alabama Administrative Office of Courts (A.O.C.) and the Jefferson County Commission ("Commission"). This agreement is entered into as a result of the recognition by the parties that court security is the responsibility of both the A.O.C. and the County and the Sheriff. The bailiffs and other court personnel who provide such security are employees of the State of Alabama but the Commission is making this commitment because without it the Courts of Jefferson County could not continue to operate at their current level of security.

1. The Commission agrees to reimburse the A.O.C. for the total costs of bailiffs working in the Courts of Jefferson County, Birmingham and Bessemer Divisions (the "Jefferson County Courts"), in a maximum amount not to exceed \$946,783.63.
2. The specific employees who will be paid from the funds furnished by the Commission are those employees of the Circuit and District Criminal Judges and the Family Court Judges of the Birmingham and Bessemer Divisions of the Court and have been selected and designated by the Presiding Judge of Jefferson County and identified with salaries on Exhibit A attached. Some of these employees will be entitled to specific individual merit increases during the term hereof which amounts shall be added as appropriate. As these individuals leave the employment of the Jefferson County Courts, the commission's obligation will be reduced correspondingly. As the vacancies are filled, the County's obligation shall be increased correspondingly, but not to exceed the maximum amount set out in paragraph one, above.
3. This agreement is for the State Fiscal Year of October 1, 2014 until September 30, 2015 and will expire at that time.
4. In a timely manner, the A.O.C. will send an itemized bill to the Presiding Judge of the Tenth Judicial Circuit for audit and preparation for payment.
5. The A.O.C. will immediately notify the Presiding Judge of the Tenth Judicial Circuit and the Chairman of the Commission in the event that the A.O.C. receives funding from the Alabama Legislature or any other source for the purpose of paying security personnel and/or additional operating costs of the Unified Court System. Thereupon, A.O.C. and the Commission shall confer and consider a reduction or termination of the Commission's participation herein.
6. This agreement may be cancelled at will by the Commission upon giving written notice to the A.O.C. at least thirty (30) days prior to such termination.
7. It is understood by the parties that Section 11 of Act No. 2004-562, the General Fund Appropriations Act, authorized counties to make donations, gifts or contributions to state departments and other entities to be automatically re-appropriated to such state departments and other entities for purpose or purposes for which the grant or contribution was or shall be made.
8. It is also understood that failure of any entity or official to make the payments set forth, above will result in the layoff (merit) or termination without prejudice (non-merit) of the affected employees.

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

ALABAMA ADMINISTRATIVE OFFICE OF COURTS

Rich Hobson, Administrative Director of Courts

JEFFERSON COUNTY COMMISSION

James A. Stephens, President

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

JEFFERSON COUNTY COMMISSION
Finance Department
Unusual Demands
12/04/2014

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	Doc No
DISTRICT 1	1000193	JEFFERSON CO TREASURER	CHRISTMAS TREE SUPPLIES FOR BIRMINGHAM COURTHOUSE	GEN SVCS: ADMIN	230.59	1900084275
*DISTRICT 1					230.59	
DISTRICT 2	1018898	JOHN CONLEY	ASSESSOR REIMBURSEMENT - JOHN CONLEY 11/10/2014	PER BD: TESTING	209.44	1900084285
DISTRICT 2	1023867	ERIC OLSEN	ASSESSOR REIMBURSEMENT - ERIC OLSEN 11/10/2014	PER BD: TESTING	256.36	1900084288
DISTRICT 2	1024724	CAROL SLETNER	ASSESSOR REIMBURSEMENT - CAROL SLETNER 11/10/14	PER BD: TESTING	162.96	1900084283
DISTRICT 2	1027294	JOHN DIXON	ASSESSOR REIMBURSEMENT - JOHN DIXON 11/10/2014	PER BD: TESTING	150.00	1900084286
DISTRICT 2	1032575	RONALD CAMPURCIANI	ASSESSOR REIMBURSEMENT - RONALD CAMPURCIANI 11/14	PER BD: TESTING	100.00	1900084284
DISTRICT 2	1032576	TOBE GREEN	ASSESSOR REIMBURSEMENT - TOBE GREEN 11/10/2014	PER BD: TESTING	443.85	1900084287
DISTRICT 2	1032644	METLIFE AUTO & HOME	UNUSUAL DEMAND FOR HOME PROGRAM RECIPIENT	COMMUNITY DEV	1,068.00	1900085972
DISTRICT 2	1032650	GROVER DUNN	UNUSUAL DEMAND FOR HOME PROGRAM RECIPIENT *TAXES	COMMUNITY DEV	1,421.56	1900086173
*DISTRICT 2					3,812.17	
DISTRICT 3	1000128	JEFF CO DEPUTY TREASURER	DETERGENT/POSTAGE	SHER CORRECT-BESSEMER	79.53	1900083796
DISTRICT 3	1000193	JEFFERSON CO TREASURER	CDL PORTION OF DRIVER'S LICENSE FOR CALVIN JONES	ES: CONSTR SEWER LINE	30.00	1900083634
DISTRICT 3	1000193	JEFFERSON CO TREASURER	4" 45-DEGREE BENDS, DRIVE SPROCKET KIT, BATTERIES	ES: CONSTR SEWER LINE	204.38	1900083635
DISTRICT 3	1000193	JEFFERSON CO TREASURER	TAIL LIGHTS FOR PLANT TRAILER	ES: CAHABA RIVER WWTP	4.36	1900084272
DISTRICT 3	1000193	JEFFERSON CO TREASURER	ROPE NEEDED FOR THE PLANT	ES: CAHABA RIVER WWTP	6.50	1900084271
DISTRICT 3	1000193	JEFFERSON CO TREASURER	ACETYLENE EXCHANGE	ES: CAHABA RIVER WWTP	16.99	1900084273
DISTRICT 3	1000193	JEFFERSON CO TREASURER	LAMINATE FOR BHAM JAIL GUN LOCKER.	SHERIFF ENFORCE-BHAM	464.32	1900084279
DISTRICT 3	1000193	JEFFERSON CO TREASURER	POLO SHIRTS,VACUUM,SWEATSHIRTS,BRAKES, SPOTLIGHT	ES: CONSTR SEWER LINE	456.50	1900084156
DISTRICT 3	1000193	JEFFERSON CO TREASURER	CDL RENEWAL-ALLEN ODEN	ES: SANITATION ADMIN	20.00	1900084281
DISTRICT 3	1000794	INTNL CITY/CNTY MGT ASSOC	DANIEL BILES/ICMA DUES	COUNTY MANAGER	1,320.00	1900086136
DISTRICT 3	1001216	ANNE-MARIE ADAMS/CLERK	JEFFCO V. TALIA FAMILY TRUST	COUNTY ATTORNEY	251.00	1900085945
DISTRICT 3	1006432	BYROM BUILDING CORP	REFUND SEWER IMPACT FEE	ES: SANITATION ADMIN	4,917.63	1900084157
DISTRICT 3	1032649	CITY OF MOBILE	CSX V. JEFFCO	COUNTY ATTORNEY	250.00	1900085944

DISTRICT 3	1032663	ALABAMA CITY/COUNTY	DANIEL BILES/ACCMA DUES	COUNTY MANAGER	50.00	1900086121
*DISTRICT 3					8,071.21	
DISTRICT 4	1000193	JEFFERSON CO TREASURER	EMA - VEHICLE KEY & FLATLIGHTER LED, OIL CHANGES	EMA	698.29	1900084178
DISTRICT 4	1001221	ALLGAS INC	140488G & 140489G - ISSUED IN ERROR	INSPECTION SERV ICES	100.00	1900084327
DISTRICT 4	1003828	AAEM	EMA - AAEM MEMBERSHIP DUES FOR STAFF	EMA	350.00	1900085955
*DISTRICT 4					1,148.29	
DISTRICT 5	1000832	DONALD R MCALLISTER	LOCAL MILEAGE	BD OF EQUAL - BHAM STATE	147.83	1900085896
*DISTRICT 5					147.83	
**					13,410.09	

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

Dec-4-2014-1089

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Accounting Services Contract and Addendum between Jefferson County, Alabama and Warren Averette, LLC to provide an audit of the schedule of receipts and disbursements of Education Tax Proceeds for the year ended September, 2014 in an amount estimated to be \$55,000.

ACCOUNTING SERVICES CONTRACT

THIS AGREEMENT entered into this ____ day of November 2014, by and between Jefferson County, Alabama, hereinafter called "the County" or "the Commission", and Warren Averett, LLC, hereinafter called "the Contractor". The effective date of this agreement shall be January 1, 2015.

WHEREAS, the County desires to contract for independent audits for the Jefferson County Commission, hereinafter called "the Commission"; and

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

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

1. **ENGAGEMENT OF CONTRACTOR:** The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. **SCOPE OF SERVICES:** The Contractor shall perform all necessary professional accounting services provided under this Contract as required by the Commission. The Contractor shall do, perform, and carry out in a satisfactory and proper professional manner independent audits as described below:
 - An audit of the schedule of receipts and disbursements of Education Tax Proceeds for the year ended September 30, 2014 as described in Section 16.1 of the Trust Indenture between Jefferson County, Alabama and SouthTrust Bank, dated as of December 1, 2004, relating to \$1,050,000,000 Jefferson County, Alabama Limited Obligation School Warrants Series 2004-A, Series 2005-A, and Series 2005-B. The schedule of receipts and disbursements of Education Tax Proceeds shall include only proceeds collected by the County from the levy of the Education Tax and disbursements made from those same proceeds. Other receipts, such as bond proceeds and investment earnings, shall not be included. Other disbursements, such as grants and arbitrage rebate payments shall not be included. The County will furnish a copy of such audit to the Trustee and to each Rating Agency which has a rating outstanding respecting any series of the Parity Securities, and each of them is granted the right to discuss the contents of the audit with the Contractor making the same and to secure from the Contractor such additional information respecting the matters therein set out as may be reasonably required.
3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to render professional accounting services to the Commission in accordance herewith and the Addendum attached hereto at any time after the effective date of this Contract. The terms of this contract are effective until September 30, 2015. The parties may extend the term of this agreement by mutual agreement if required for completion of services.
4. **COMPENSATION:** The Contractor shall be compensated for services rendered at the hourly rates reflected below. Provided the compensation shall not exceed the upper limit of the estimated fees without amendment approved by the County Commission.

ACCOUNTING SERVICES

Independent audit of the schedule of receipts and disbursements of Education Tax Proceeds for the year ended September 30, 2014 as described in Section 16.1 of the Trust Indenture between Jefferson County, Alabama and SouthTrust Bank, dated as of December 1, 2004, relating to \$1,050,000,000 Jefferson County, Alabama Limited Obligation School Warrants Series 2004-A, Series 2005-A, and Series 2005-B.

COST PROPOSAL

Estimated Hours 200 - 250
Estimated Fees \$50,000 - \$55,000

Hourly rates by position are as follows:

POSITION	HOURLY RATES
Member/Principal	\$285 - \$440
Senior Manager/Manager/Specialist	\$190 - \$320
Supervisor	\$165 - \$215
Senior Accountant	\$145 - \$180
Staff Accountant	\$140 - \$155

A payment of \$25,000 will be paid by the County upon acceptance of this contract and will be presented as a deduction by the Contractor on the final billing at project completion. Progress billings for the engagement will be made on or about the 15th and the 15th of each month based on the number of hours of work incurred during the previous two weeks. Invoices are due within 30 days of invoice date.

Expenses will also include only actual out of pocket expenses such as mileage and other direct costs. All out of pocket expenses will be billed separately and disclosed fully on the statements.

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

6. **NON-DISCRIMINATION POLICY:** Both parties agree that all services rendered under this contract will be done without regard to race, creed, color, sex, national origin, religion or handicap. The Contractor acknowledges that it is required to agree and comply with AO 08-4 regarding equal opportunity practices.

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

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

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

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

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

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

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 the Agreement.

13. **CONFLICTS OF INTEREST:** Other than assisting CPA firm clients in the normal course of business related to tax and business license matters during the term of this agreement, Contractor agrees not to represent any party with respect to any matter pending before the County without disclosing the nature of such representation, the amount and basis of any fees to be charged with respect thereto, and receiving the written consent of the County to such representation as evidenced by an amendment to this agreement approved by the Commission.

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

15. 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, 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.

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

CONTRACTOR	JEFFERSON COUNTY, ALABAMA
Carol L. Phillips, CPA, CFE	James A. Stephens, President
Warren Averett, LLC	Jefferson County Commission

ADDENDUM TO ACCOUNTING SERVICES CONTRACT
NOVEMBER -, 2014

1. ENGAGEMENT: Warren Averett, LLC is pleased to confirm our understanding of the services we are to provide for the Jefferson County, AL Commission (the Client) and any of its affiliated entities. This agreement confirms our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide.

2. SERVICES PROVIDED: We will audit the Schedule of Education Tax Proceeds Receipts and Disbursements (the Schedule) of the Client for the year ended September 30, 2014, and the related notes to the Schedule. Our audit will be conducted with the objective of our expressing an opinion on the Schedule.

3. RESPONSIBILITIES OF THE AUDITOR: We will conduct our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the Schedule is free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the Schedule. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the Schedule, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting principles used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the Schedule.

Because of inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with auditing standards generally accepted in the United States of America.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statement that we have identified during the audit.

We will issue a written report upon completion of our audit of the Schedule. Our report will be addressed to the Jefferson County Commission. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, and add an emphasis-of-matter paragraph, or withdraw from the engagement.

4. MANAGEMENT RESPONSIBILITIES: Our audit will be conducted on the basis that management acknowledges and understand its responsibilities:

- a) for the preparation and fair presentation of the financial statement in accordance with the cash basis of accounting
- b) for the design, implementation, and maintenance of internal control relevant to preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and
- c) to provide us with

- i) access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statement such as records, documentation, and other matters;

- ii) additional information that we may request from management for the purpose of the audit; and

- iii) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from management written confirmation concerning representations made to us in

connection with the audit.

5. NON-ATTEST SERVICES: As part of the audit, we will assist with preparation of the Schedule. You are responsible for making all management decisions and performing all management functions relating to the Schedule and for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation letter our assistance with preparation of the Schedule and that you have reviewed and approved the Schedule prior to its issuance and have accepted responsibility for it.

You are responsible for assuming all management responsibilities; for designating an individual, preferably within senior management, who possesses suitable skill, knowledge, or experience, to oversee any non-attest services we provide; and for evaluating the adequacy and results of those services and accepting responsibility for the results of those services.

6. ENGAGEMENT ADMINISTRATION: You agree that George Tablack, your representative, will serve as our contact person for your management's responses to our inquiries, and that we may rely on such responses as being the intentions of your Organization.

We understand that your employs will prepare all cash, accounts receivable, and other confirmations we request and will locate any documents selected by us for testing.

Carol L. Phillips is the engagement member and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

We expect to begin our audit in December 2014 and issue our report no later than March 31, 2015.

7. DETECTION: This engagement will not include any procedures designed to detect theft or illegal acts that are immaterial to the financial statement and the Client agrees that we will have no responsibility to do so.

8. FEES: Our fees for these services are outlined in the accompanying Accounting Services Contract. If unusual circumstances or transactions are encountered outside the scope of the audit, we will discuss them with you in advance and agree on any additional fees before we incur any time.

9. BILLING: Billing terms are outlined in the accompanying Accounting Services Contract. Payments are due within 30 days of the invoice date. In the event that payment is not received within 30 days of the due date, Jefferson County, Alabama will be assessed interest charges of one percent per month on the unpaid balance. We reserve the right to suspend or terminate our work due to nonpayment. In the event that our work is suspended or terminated as a result of nonpayment, Jefferson County, Alabama agrees that we will not be responsible for Jefferson County, Alabama's failure to meet government and other filing deadlines, or for penalties or interest that may be assessed against Jefferson County, Alabama resulting from Jefferson County, Alabama's failure to meet such deadlines.

10. LEGAL FEES: In addition to the fees for services described in this agreement, the Client agrees to pay legal fees incurred in connection with any suit to recover fees due from you on this engagement.

11. LIABILITY Warren Averett, LLC's maximum liability to the Client for any reason shall be limited to the fees paid by the Client for the services or work product giving rise to the liability except and to the extent finally determined to have resulted from our willful misconduct Without limiting the foregoing, Warren Averett, LLC's liability under this agreement is limited to the actual and direct damages incurred by the Client arising out of or related to Warren Averett, LLC's performance hereunder. In no event shall Warren Averett, LLC be liable for any incidental, consequential, special, indirect, punitive or third-party damages or claims, including, without limitation, lost profits or revenue, lost savings, lost productivity, loss of data, loss of use of equipment and loss from interruption of business, regardless of whether the form of action is based upon breach of warranty, breach of contract, negligence, strict liability in tort or any other legal theory even if Warren Averett, LLC has been advised about the possibility of such damages.

12. INDEMNITY To the extent allowed by law, the Client agrees to release, defend, indemnify and hold Warren Averett, LLC and its members, managers, officers and employees and the respective heirs, executors, personal representatives, successors, and assigns of each of them harmless from any and all claims which arise from knowing misrepresentations to Warren Averett, LLC by the Client, including its management, board of directors, employees and other duly authorized representatives, or intentional withholding or concealment of information from Warren Averett, LLC by the Client.

13. DISPUTE RESOLUTION: By signing this agreement, both parties agree to submit to mediation at the option of either party for the resolution of any disputes or claims.

14. INVALIDATION: In the event that any portion of this agreement is deemed invalid or unenforceable, said finding shall not operate to invalidate the remainder of this agreement.

15. DISCLOSURE: From time to time, we may disclose your information to a service bureau that assists us in providing data processing services. We have secured agreements with these service bureaus to maintain the confidentiality of your information. Warren Averett, LLC will remain responsible for the work provided by any of these service bureaus.

16. TERM: This agreement shall survive the termination of the Client's engagement of Warren Averett, LLC.

Terms of Engagement is a standard firm document signed by the firm and all clients of the firm that ensures both the firm and the client have a clear understanding of the services to be provided and the terms and objectives of the engagement.

17. AMENDMENT: The terms and conditions of this agreement (i) apply exclusively to the services specifically set forth in the

"Services Provided" section herein (the "Current Specified Services") and do not apply to any other services specifically addressed in a separate Terms of Engagement entered into between Warren Averett, LLC and the Client. This agreement replaces and amends all previous Terms of Engagement entered into between Warren Averett, LLC and the Client for the services specifically set forth in the "Services Provided" section herein (the "Current Specified Services"). This agreement does not impose upon Warren Averett, LLC any additional obligations or responsibilities with respect to any other Terms of Engagement entered into between Warren Averett, LLC and the Client

WARREN AVERETTE, LLC
Carol Phillips - Member

CLIENT SIGNATURE: If the foregoing is in accordance with the Clients understanding, please sign the copy of this letter in the space provided and return it to us.

Acknowledged:

James A. Stephens, President - Jefferson County Commission

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

Dec-4-2014-1090

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

For Week of 11/11/14 -11/17/14

1 ENVIRONMENTAL SERVICES (5 MILE CREEK) FROM JERRY PATE TURF & IRRIGATION, BIRMINGHAM, AL, TO PURCHASE A CLUB CAR XRT 800 ELECTRIC (INCLUDES TRAILER HITCH AND BALL, STANDARD CANOPY AND HINGED WINDSHIELD). SAP PURCHASE ORDER # 2000083142 \$6,465.00 TOTAL

For Week of 11/18/14 -11/23/14

1. FAMILY COURT ADMINISTRATION FROM OFFICE DEPOT, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING FYI 5 OPEN PURCHASE ORDER FOR PRINTING. SAP PURCHASE ORDER # 2000073781
CHANGE ORDER \$3,000.00 REFERENCE BID # 68-13 PURCHASE ORDER \$7,000.00 TOTAL

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

Dec-4-2014-1091

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE EXCEPTION REPORT FILED BY THE PURCHASING DIVISION FOR THE WEEK OF 11/11/14 - 11/17/14 and 11/18/14 - 11/23/14 , BE AND HEREBY IS APPROVED.

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

Dec-4-2014-1092

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE ENCUMBRANCE REPORT FILED BY THE PURCHASING DIVISION FOR THE WEEK OF 11/11/14 - 11/17/14 and 11/18/14 - 11/23/14 , BE AND HEREBY IS APPROVED.

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

STAFF DEVELOPMENT

Multiple Staff Development

Board of Equalization

Richard Quinones, Jana McPherson, David Ogden Aaron Self, Tyrone Long, Gene Toxey, John Colburn, David Hinkle, Xavier Davis, Dwayne Coste & Lynn Burgett Advance Appraisal Concepts Hoover, AL – January 29-30, 2015	State funds	\$3,025.00
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Individual Staff Development

Revenue

Wesley Moore Tax Audit Orlando, FL – January 3-10, 2015		\$1,874.70
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For Information Only

Sheriff's Office

Herman Webb	\$735.60
Gwendolyn Bryant	\$735.60
Polygraph Seminar Orange Beach, AL – October 19-23, 2014	

Donald Marcrum	\$516.62
Gangs and Organized Crime Conference Mobile, AL – March 22-25, 2015	

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

Dec-4-2014-1093

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and GHA Technologies, Inc. to provide SolarWinds maintenance and support for the period December 20, 2014 - December 20, 2015 in the amount of \$6,381.

CONTRACT # CON00006830

THIS AGREEMENT is entered into this 1st day of December, 2014, by and between the Jefferson County Commission, hereinafter called "the County", and GHA Technologies, Inc. located at Dept. #2090 PO Box 29661, Phoenix, AZ 85038-9661, hereinafter called "The Contractor." The effective date of this agreement shall be December 20, 2014.

WHEREAS, the County desires to contract for SolarWinds Maintenance; and,

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

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

1. ENGAGEMENT OF CONTRACTOR: The County agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: This Contract results from the GHA quote # 775693 - rev 1 of 1.

That consist of the following:

- SolarWinds Maintenance Technical support (renewal) - phone consulting - 1 year - for SolarWinds Network Performance Monitor - up to 2000 elements
Part # 16003
Qty. 1
- SolarWinds Maintenance Technical support (renewal) - phone consulting - 1 year - for SolarWinds Server & Application Monitor - up to 300 monitors
Part #16028
Qty. 1
- SolarWinds Engineer's Toolset Maintenance (1 year) - 1 user - Win
Part # 3003
Qty. 5
- SolarWinds Maintenance Technical support (renewal) - phone consulting - 1 year - for SolarWinds Network Performance Monitor - up to 500 elements
Part #16002
Qty. 1

These components and this agreement constitute the entire agreement between the parties.

3. COMPENSATION: In exchange for and upon satisfactory completion and delivery of the services provided for under this Contract, the County agrees to pay Contractor \$6,381.00

4. PAYMENT TERMS: Net 30 days.

5. INVOICING: All invoices must agree with the purchase order in description and price, and must include the following information: 1) Purchase Order Number; 2) Ship-to Department name and address. Invoices are to be payable upon approved invoice within forty-five (45)

days. In order to ensure prompt payment, ALL ORIGINAL INVOICES* MUST BE SENT TO:

Jefferson County Commission

Finance Department

716 Richard Arrington Jr Blvd

N Room 820, Courthouse

Birmingham, AL 35203

*If invoice does not agree with purchase order, credits or a corrected invoice will be required in order for the County to process payment.

Invoices that do not reference an authorized Purchase Order will be returned to the vendor.

6. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The term of this Contract shall be from December 20, 2014 to December 20, 2015, with the County's option to renew for two (2) additional one-year periods, not to exceed a total of three contract years.

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

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

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

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

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

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

13. 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.

14. TERMINATION OF CONTRACT: This contract may be terminated at will by either party with a thirty (30) day written notice to the other party. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the County shall

have

the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the Contractor of any liability to the County for damages sustained by virtue of a breach by the Contractor.

15. 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.

16. HOLD HARMLESS AND INDEMNIFICATION: Contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed by a third party against or imposed upon County because of bodily injury, death or tangible property damage, real or personal, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of integrator, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees.

17. INSURANCE: Contractor will maintain such insurance as will protect him and the County from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama. Evidence of insurance will be furnished to the Purchasing Agent not later than seven (7) days after purchase order date Contractor must have adequate Commercial General Liability insurance of \$1,000,000 per occurrence. Before beginning work, contract party shall file with the County evidence of insurance showing the amounts of insurance carried and the risk covered thereby. Liability insurance coverage must be no less than \$1,000,000. During performance the company must effect and maintain insurance from a company licensed to do business in the State of Alabama. Coverage required includes 1) Commercial General Liability; 2) Business Automobile Liability; 3) Worker's Compensation and Employer's Liability.

18. 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.

19. LIMITATION OF LIABILITY: NEITHER PARTY SHALL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES UNDER THIS AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OF THEIR POSSIBILITY. THIS LIMITATION OF LIABILITY APPLIES BOTH TO PRODUCTS AND SERVICES CUSTOMER PURCHASES UNDER THIS AGREEMENT. BOTH PARTIES TOTAL LIABILITY ARISING OUT OF, OR IN CONNECTION WITH, ANY EVENT OR SERIES OF CONNECTED EVENTS OCCURRING IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE VALUE OF THE PRODUCTS OR SERVICES PURCHASED BY CUSTOMER PURSUANT TO THIS AGREEMENT SUBJECT TO THE CLAIM.

20. 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.

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

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

JEFFERSON COUNTY COMMISSION

James A. Stephens, President

GHA

_____, Authorized Representative

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

Dec-4-2014-1094

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Apex Software to provide annual maintenance for property sketch and calculation software for a three-year period beginning January 1, 2015 in the amount of \$15,225.

APEX SOFTWARE

Apex Sketch Maintenance and Support Agreement
Jefferson County Board of Equalization

The Apex Software Annual Maintenance Agreement provides for the ongoing support of the current Apex property sketch and area calculation software including the products and their ongoing support services. The Agreement is by and between Apex Software, 5039 Beckwith Blvd., Suite 109, San Antonio, TX 78249 ("APEX") and the state, county, city, township, municipality or appropriate revaluation jurisdictional client ("Customer"). The agreement covers, but is not limited to, v4 Medina Premium, v5 Pro, and v6 Pro editions of the sketch and area calculation software ("SOFTWARE").

During the contract period, CUSTOMER will be entitled to product Updates, which include releases that correct identified errors in the SOFTWARE (including revisions or dot releases, and product Upgrades, which are subsequent versions of SOFTWARE, and provide new or enhanced functionality. APEX will also provide Toll Free Support Services on all current SOFTWARE products and will use reasonable efforts to respond to all service inquiries within one (1) business day. Additional time may be necessary for inquiries requiring substantial research.

For each SOFTWARE for which CUSTOMER has purchased, they will be providers with all toll-free phone (where available, email and fax support services offered by APEX for installation, basic set-up, problem analysis, problem resolution, and preventative or corrective service information and efforts to reproduce and correct errors identified by CUSTOMER or determine that errors are not reproducible.

Term and Termination; Apex will provide a three (3) year contract for the sketch software maintenance based on \$135.00 per license year one, and \$150.00 per license in years two and three. The contract will consist of three (3) annualized invoices that are mailed approximately 45 to 60 days in advance of each anniversary date. This contract may be terminated by the County with a thirty (30) day written notice to the other party regardless of reason. No refund of any remaining Maintenance period will be provided and the Apex software will be deactivated at the end of the Maintenance

Payment: Fees will be due and payable thirty (30) days after the start of the agreement renewal period. Notification of renewal will be sent by invoice from APEX to CUSTOMER 30-60 days prior to the renewal date.

Randall Garrett, President - Apex Software

James A. Stephens, President - Jefferson County Commission

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

Dec-4-2014-1095

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Proposal/Authorization between Jefferson County, Alabama and Integra Realty Resources provide valuation and counseling services regarding a Circuit Court case with Lowe's in the Fultondale area in the amount of \$7,700.

October 30, 2014

Ms. Jane S. Mardis
Property Appraisal Supervisor
Jefferson County Board of Equalization and Adjustments
Room A 500 N Annex
716 Richard Arrington Jr. Blvd. N
Birmingham, AL 35203
(205)325-5566
mardisia(a)iccal.org

SUBJECT: Proposal/Authorization for Valuation and Consulting Services

Lowe's Store, 1335 Walker Chapel Rd. (aka 1700 Morris Ave.), Fultondale, AL
(the "Subject Property")

Dear Ms. Mardis:

Integra Realty Resources - Birmingham ("Integra - Birmingham"), appreciates the opportunity to provide this proposal for valuation and counseling services to the Jefferson County Board of Equalization and Adjustments, (the Client") for the above-captioned property.

It is our mutual understanding that the purpose of this appraisal is to provide an opinion of the market value of the fee simple estate in the Subject Property. It is our understanding that the property consists of an approximate 117,000 square foot retail building on roughly 10.50 acres that is currently occupied and utilized for retail activities by a single tenant (Lowe's). Jefferson County lists the property as being parcel # 14-00-25-4-011-002.003. The valuation date will be as of October 1, 2012. The intended use of the report is to assist the client in determining the market value of the property for tax purposes, and will likely be utilized in litigation. The intended users include agents of the Jefferson County Board of Equalization and Adjustments, agents of the Property Tax Division of the Alabama Department of Revenue, and the Jefferson County District Attorney.

The appraisal and report will be prepared conformance with and subject to, the Standards of Professional Practice and Code of Ethics of the Appraisal Institute and the Uniform Standards of Professional Appraisal Practice (USPAP) developed by the Appraisal Standards Board of the Appraisal Foundation. The Ethics Rule of USPAP requires us to disclose to you any prior services we have performed regarding the Subject Property within a three year period immediately preceding the acceptance of this assignment, either as an appraiser or in any other capacity. We represent that we have not performed any services that require disclosure under this rule.

In accordance with our correspondence, the scope of this assignment will require IRR - Birmingham to consider all relevant and applicable approaches to value as determined during the course of our research, property analysis and preparation of the report. At the request of the client, we will develop all three approaches to value (Cost, Sales Comparison, and Income Capitalization).

Federal banking regulations require banks and other lending institutions to engage appraisers where FIRREA compliant appraisals must be used in connection with mortgage loans or other transactions involving federally regulated lending institutions. Given that requirement, this appraisal may not be accepted by a federally regulated financial institution.

The appraisal will be communicated in a narrative appraisal report format. The fee for the appraisal report will be \$3,750 and due upon delivery of the report. In addition, subsequent to the preparation of our appraisal report, we will also read an appraisal report submitted on behalf of the property owner and provide commentary and points of discussion based on our observations. This will not constitute a formal review of the appraisal report and we will not provide a detailed written review of the entire appraisal report. Instead, we will provide a brief memorandum of our observations and points of discussion. The fee for this aspect of the assignment will be \$250 per hour (estimated to take 4-5 hours).

The aforementioned fees do not include any costs associated with court testimony, pre-trial preparations, depositions, or any additional research, discussions, or meetings relating to the property and/or assignment. These additional fees will be outlined in Attachment 1. We will not require a retainer for this assignment, with the understanding that the full fee for both the appraisal report and the memorandum of our observations/questions concerning the property owner's appraisal report will be due upon delivery of the report(s), and prior to any pre-trial meetings or preparations.

The report(s) will be completed and delivered to you within 4 weeks from our receipt of this fully executed engagement letter and the information requested in Attachment II (to the extent such information is available).

Upon your review and acceptance of the report(s), we will forward two (2) copies of the report(s); however, additional copies of the report(s) are available at an additional cost. The current minimum cost for each additional copy is \$100 per copy.

Additional fees will be charged on an hourly basis for any work which exceeds the scope of this proposal, including performing additional valuation scenarios, additional research and conference calls or meetings with any party which exceed the typical time associated with the preparation of an appraisal report of this type. To clarify, additional work associated with pre-trial preparation and court testimony (including travel time), as well as the review of any other appraisal reports will be billed on an hourly basis as set forth in Attachment I.

The terms of Attachment 1 apply to this engagement and are hereby incorporated by reference.

In order to complete this assignment in the designated time, we will require as much of the available information as possible, as identified in Attachment 11, within three (3) business days after the execution of this engagement letter. Any delays in the receipt of this information or in the access to the property will automatically extend the final delivery date of the report(s) as proposed. Furthermore, the appraisal report and conclusions therein will be predicated upon the accuracy and completeness of the information provided by the Client and set forth in Attachment II. In the absence of some of this information, the appraisers will attempt to obtain this information from other sources and/or may require the use of Extraordinary Limiting Conditions and Assumptions within the appraisal report.

The Client agrees that Integra - Birmingham shall not be required to testify or be in attendance at any court or administrative proceedings relative to this assignment without additional compensation based upon the hourly rates set forth in Attachment 1. Integra - Birmingham agrees to render such testimony provided that Integra - Birmingham is furnished with reasonable notice by the Client.

The appraisal reports will be limited by our standard Assumptions and Limiting Conditions and any Extraordinary Assumptions and Limiting Conditions, which become apparent or necessary during the course of the assignment. A copy of the standard Assumptions and Limiting Conditions is available upon request.

The purpose of the appraisal report is to estimate the market value of the Subject Property on behalf of the Client as the intended user of the appraisal report. The intended use of the appraisal report is to assist the Client and the various intended users of the appraisal report, in evaluating the Subject Property for litigation purposes. Without first obtaining our prior written consent, the use of the appraisal report by anyone other than the Client and stated intended users is prohibited. Accordingly, the appraisal report will be addressed to and shall be solely for the Client's use and benefit unless we provide our prior written consent. We expressly reserve the unrestricted right to withhold our consent to your disclosure of the appraisal report (or any part thereof including, without limitation, conclusions of value and our identity), to any third parties. Stated again for clarification, unless our prior written consent is obtained, no third party may rely on the appraisal report (even if their reliance was foreseeable).

In the event the Client provides a copy of this appraisal to, or permits reliance thereon by, any person or entity not authorized by Integra - Birmingham, the Client agrees to indemnify and hold harmless Integra -Birmingham, its affiliates and its shareholders, directors, officers and employees, from and against all damages, expenses, claims and costs, including attorneys' fees, incurred in investigating and defending any claim arising from or in any way connected to the use of, or reliance upon, the review appraisal by any such unauthorized person or entity.

If the appraisal is referred to or included in any offering material or prospectus, the appraisal shall be deemed referred to or included for informational purposes only and Integra - Birmingham, its employees and the appraisers have no liability to such recipients. Integra - Birmingham disclaims any and all liability to any party other than the Client which retained Integra - Birmingham to prepare the appraisal.

If this proposal is acceptable, please authorize us to proceed by executing this letter agreement where noted below and returning one copy to the undersigned. You may be interested in visiting our web site at www.irr.com. Thank you for considering us for this assignment and we look forward to working with you. Please call if you wish to discuss this proposal or the assignment any further. I appreciate your considering Integra Realty Resources - Birmingham for this assignment.

Sincerely,

INTEGRA REALTY RESOURCES- BIRMINGHAM

Rusty Rich, MAI, MRICS - Senior Managing Director

AGREED & ACCEPTED THIS 4th DAY OF DECEMBER, 2014.

JEFFERSON COUNTY BOARD OF EQUALIZATION AND ADJUSTMENTS

James A. Stephens, President - Jefferson County Commission

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

Commissioner Carrington's Statement Regarding the UAB Football Program

When I first ran for office in Vestavia Hills, I said that we needed to run government like a business. But, I soon discovered that if we ran Vestavia Hills like a business, we wouldn't have built the new Library in the Forest or the four state-of-the-art playing fields off Sicard Hollow Road. Of course, some principles of business do apply in government, particularly in the area of fiscal management, but governmental decisions always have to be balanced with the community's quality of life.

The UAB football program was more than a sport; it was an identity, an image, a brand -- and with adequate financial support, it could have been a powerful marketing tool for the University, as well as a powerful economic development tool for the Birmingham Metro Area.

I like Ray Watts; I respect Ray Watts; but based on the limited public information available, I don't agree with his decision. I would respectfully ask that Dr. Watts convene a group of local city, county and state elected officials, local business and community officials, and members of the Alabama Sports Foundation to review what if anything can be done to save the UAB football program.

Thereupon the Commission Meeting was recessed.

The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 9:00 a.m., Thursday, December 18, 2014.

President

ATTEST

Minute Clerk