

STATE OF ALABAMA)

JEFFERSON COUNTY)     October 29, 2014

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

District 1 - George F. Bowman

District 2 - Sandra Little Brown

District 3 - James A. (Jimmie) Stephens

District 4 - Joe Knight

District 5 - David Carrington

Motion was made by Commissioner Stephens seconded by Commissioner Bowman that the Minutes of October 29, 2014, be approved. Voting "Aye" Stephens, Bowman, Brown, Carrington and Knight.

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The Commission met in Work Session on October 28, 2014, and approved the following items to be placed on the October 29, 2014, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Items 1 through 8.
- Commissioner Brown, Community Service and Roads and Transportation Committee Items 1 through 21.
- Commissioner Carrington, Administrative Services Committee - Items 1 through 21 and one additional item.
- Commissioner Knight, Land Planning and Development Services, Emergency Management Agency, Board of Registrars and Courts, Inspection Services Committee Items 1 through 5 and Addendum Item 2.
- Commissioner Stephens, Finance & Information Technology Committee Items 1 through 34.

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#### RESOLUTION

WHEREAS, the Jefferson County Commission, by this Resolution, wishes to honor one of our most beloved citizens and educators, Dr. Judy Merritt; to celebrate and memorialize her life; and

WHEREAS, Judy M. Merritt, through her life example, exemplified integrity, community service, professional excellence and a total dedication to increasing educational opportunities for all people; and

WHEREAS, Judy M. Merritt's career contributions and accomplishments reflect important qualities of leadership, with the result that she was a successful and renowned educator, known for giving others a helping hand, exemplifying the quality of good leadership for outstanding achievements during her career; and

WHEREAS, Judy M. Merritt dedicated her time and energy to Jefferson State Community College while serving as the third President since December, 1979; and

WHEREAS, Judy M. Merritt found the time to contribute directly to the community as well. She was elected to several Boards of Directors, including Business Council of Alabama, Association of Alabama College of Administrators, Leadership Alabama, Salvation Army, SouthTrust Bank, Bruno's Inc., and Energen Corporation. She was the first woman president of the Greater Birmingham Chamber of Commerce which is now the Birmingham Business Alliance. She encouraged leaders in the community to support education and to strongly monitor politics for the good of the state; and

WHEREAS, Judy M. Merritt worked tirelessly to make education accessible for all by growing Jefferson State Community College enrollment to more than 15,000 students a year at campuses in four counties.

NOW THEREFORE BE IT RESOLVED that the Jefferson County Commission does recognize and remember the many accomplishments and contributions of this gracious lady.

Adopted by the Jefferson County Commission in Birmingham, Alabama, a copy of this resolution is spread upon the minutes of the Jefferson County Commission on this the 30<sup>th</sup> day of October, 2014.

David Carrington, Commissioner

George Bowman, Commissioner

Sandra Little Brown, Commissioner

T. Joe Knight, Commissioner

Jimmie Stephens, Commissioner

Oct-29-2014-930

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Martin W. Evans is reappointed to serve on the Planning & Zoning Commission for a term expiring December 31, 2018.

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

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Oct-29-2014-931

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.

- a. Product Support Solutions, Inc. to provide maintenance and support for the Interactive Voice Response (IVR) system for FY2014-2015 in the amount of \$5,000
- b. Battle Miller Construction Company to provide renovation of the 10<sup>th</sup> floor training area in the amount of \$389,200

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

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Oct-29-2014-932

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that a petty cash fund in the amount of \$300.00 be established for the Environmental Services Department. These funds shall be disbursed into 6 cash drawers in the amount of \$50.00 per drawer for the Environmental Services Impact Division 7100.

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

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Oct-29-2014-933

WHEREAS, the 48" Patton Creek sanitary sewer trunk line located along Chapel Lane in the Hoover area of Jefferson County was found to have extensive deposits of large rocks and boulders on October, 2<sup>nd</sup>, 2014 that is impeding flow within the pipe, and

WHEREAS, the Al Seier Road pump station, which is critical to the operation of Jefferson County's sanitary sewer system, is located immediately downstream of the deposits and therefore has the increased potential to be damaged, and

WHEREAS, an approximately 7 million gallon per day sanitary sewer bypass pumping operation has been installed around the section of trunk line that is known to contain debris, and

WHEREAS, Jefferson County does not employ the technical specialists nor possess the specialty type of cleaning equipment to clean large diameter trunk lines or determine the condition of upstream sewers that may also be impaired by debris, and

WHEREAS, if the debris is not removed from the sanitary sewer trunk line and the bypass pumping operations do not continue, there is a significant potential of discharge of sewage to Patton Creek, which poses an immediate threat to health, safety, convenience and welfare of the community and would cause Clean Water Act violations.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that pursuant to the Alabama competitive bid law statute § 39-2-2 (e) an emergency exists, therefore suspending the usual and customary requirements of said bid law. In light of said emergency, the Commission President is authorized to execute contracts with Alexanders Industrial Services and Brenford Environmental Systems on a time and material basis to assess and restore the affected sanitary sewer trunk line.

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute an Agreement between Jefferson County, Alabama and Krebs Engineering Consultant, Inc., in the amount of \$62,000.00. This agreement consists of the development of contract documents for the construction of a canopy and a pre-fabricated metal building at the pipe storage yard at Village Creek WWTP

AGREEMENT

To Provide Professional Engineering Services For Miscellaneous Storage Buildings at the Village Creek WWTP

Jefferson County Environmental Services

This AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between Jefferson County Commission, Jefferson County, Alabama party of the first part, hereinafter referred to as the "COUNTY", and Krebs Engineering, Inc., as party of the second part, hereinafter referred to as the "CONSULTANT".

WHEREAS, the said CONSULTANT has agreed and by these presents does agree with the COUNTY for the consideration hereinafter mentioned, with payment to be administered by the COUNTY, to accomplish the development of Contract Documents for the for the construction of a canopy and a pre-fabricated metal building at the pipe storage yard at the Village Creek WWTP (Wastewater Treatment Plant) as outlined in the Scope of Work.

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

ARTICLE I - SCOPE OF WORK

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

The scope of work proposed in this AGREEMENT consists of the development of contract documents for the construction of a canopy and a pre-fabricated metal building at the pipe storage yard at the Village Creek WWTP. The contract documents shall be composed of the drawings and specifications previously developed for the Village Creek WWTP Miscellaneous Storm Repairs project in April of 2012.

SECTION 1- OBLIGATION OF CONSULTANT TO THE COUNTY

The CONSULTANT will perform the following engineering services:

Design Services

1. One site visit to -the Village WWTP to verify existing conditions are similar to the conditions when the drawings were prepared in April of 2012.
2. Update contract documents to reflect any changes in existing conditions. (Basis of design and layout of structures shall be the same as the design used for the project in April of 2012.)
3. Review of Plans and Specifications with the COUNTY and/or the person designated by the COUNTY to act in such review capacity.
4. Furnishing to the appropriate agencies and other governmental agencies having jurisdiction, the number of sets of Plans and Specifications required for review purposes.
5. Securing from the appropriate agencies permission to construct the proposed project; and furnishing to the COUNTY two (2) sets of prints.

Bid Period Services

After the Plans and Specifications for each respective phase has been approved by the appropriate agencies, the CONSULTANTS will furnish the following services through the award of the Contract for the project:

1. Mail copies of the "Advertisement for Bids" to those contractors engaged in the type of construction work contemplated in order to maximize development of interest in the project (the COUNTY shall pay the cost of inserting the "Advertisement for Bids" in newspapers, construction journals, etc).
2. Issue Plans, Specifications and Contract Documents to those contractors requesting such plans, Specifications and Contract Documents.
3. Furnish a representative for attendance at the opening of Bids.
4. Check, tabulate and evaluate bids received.
5. Make recommendations to the COUNTY regarding the award of the construction contract.
6. Prepare five (5) sets of construction contract documents for execution by the COUNTY and the successful contractor, hereinafter called the "CONTRACTOR", to whom the award is made.
7. Furnish a representative for attendance at the award conference (if such award conference should be required).

Construction Administration Services

Construction Administration services are based on a 120 day construction period. During the progress of the construction work the CONSULTANTS will furnish the following services:

1. Provide a representative for attendance at the preconstruction conference.
2. Before the initiation of construction work on the project, will provide horizontal and vertical control (reference points and bench marks) for use by the CONTRACTOR in his layout of the work.
3. Provide general engineering review of the work through a project manager or project engineer, who will make a site review of the work a maximum of once (1) a week as construction of the project progresses.
4. Provide one (1) full-time Resident Project Representative (RPR) to monitor progress and conduct on-site observations of the Contractor's work to determine if the work generally conforms to the construction contract documents, and that the design concept has been implemented and its integrity preserved by the Contractor(s).
  - A. The RPR will work with OWNER staff, including the designated field representative to observe and document construction activities.
  - B. The RPR will also coordinate, review and if necessary, witness and accept required field tests of equipment prior to startup. It is assumed that the field office will be located at the project site, and will be the point of communication with the contractor.
  - C. The RPR will attend weekly progress meetings with the Contractor(s) and the OWNER's construction representative.
5. Assist COUNTY in coordination of submission of CONSULTANT and CONTRACTOR invoices and CONTRACTOR payroll information.
6. Review and forward to the COUNTY one (1) copy each of shop drawings, equipment drawings, material specifications and working drawings submitted by the Contractor.
7. Review and forward to the COUNTY one (1) copy each of laboratory, shop and mill test reports submitted by the Contractor.
8. Note and report to the COUNTY any observed deviations from the intent of the Plans and Specifications, and recommend to the COUNTY any appropriate action to be taken by the COUNTY.
9. Prepare and present to the COUNTY for payment the periodic and final estimates of work performed on the project.
10. Prepare a "punch list" of items of work, if any, to be corrected by the Contractor.
11. Prepare for submittal to the COUNTY a final report on the Project.

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

It is understood that the COUNTY will:

1. Pay for any mill, shop and laboratory inspections and tests of materials, equipment, coatings, etc.
2. Assist the CONSULTANT by placing at their disposal all available information pertinent to the site of the project, including previous drawings, submittal documents, reports and any other data relative to the condition of the site.
3. Designate a project manager to coordinate CONSULTANT's work and to assist as COUNTY's representative with respect to the work to be performed under this AGREEMENT.
4. Provide access to and make all provisions for the CONSULTANT to enter upon public and private lands as required for the CONSULTANT to perform its work under this AGREEMENT.
5. Pay for specialized geological studies, laboratory tests, concrete tests, or other such analyses, special reports or reports recommended by the CONSULTANT and deemed to be necessary by the COUNTY.
6. Pay for appearances before courts or boards regarding litigation related to the project(s), and/or preparatory work required in connection with such matters. Appearances before courts or boards regarding litigation related to errors or omissions of the CONSULTANT which result in legal proceedings against the COUNTY shall not be charged to the COUNTY, and shall not be items eligible for payment by the COUNTY.
7. Examine studies, reports, sketches, opinions of probable cost of construction, proposals, and other documents presented by the CONSULTANT, and shall render decisions in writing pertaining thereto within a reasonable time so as not to delay the services of the CONSULTANT.
8. Give prompt written notice to the CONSULTANT whenever the COUNTY observes, or otherwise becomes aware of, any defect in the performance of engineering services.
9. Prepare all deeds for rights-of-way acquisition, and negotiate for and secure ownership of all required properties and easements from property owners affected.
10. Assume all costs of archaeological and vegetative studies if required.
11. Assume all costs of public hearing if required.
12. COUNTY will operate any plant equipment as necessary and reasonable to carry out the scope of work.

#### SECTION 3 - CONFERENCES AND VISITS TO SITE

1. Conferences will be held at the request of either the COUNTY or the CONSULTANT to discuss matters pertinent to any phase of

this project(s). The maximum number of meetings is described in SECTION 1 above.

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. The maximum number of meetings is described in SECTION 1 above.

#### ARTICLE II - TIME OF BEGINNING AND COMPLETION

1. The CONSULTANT agrees to commence performance of services outlined under Article I of this AGREEMENT immediately after receipt of written notice from the COUNTY to proceed. The COUNTY will not notify the CONSULTANT to commence work until this AGREEMENT has been formally approved by both parties.

2. The work to be performed shall be completed within 12 months. Should delays attributable to causes beyond the control of the CONSULTANT be encountered, such as would extend the contract work beyond the agreed upon period, the COUNTY may adjust the amount of this contract by amendment, so as to reflect the cost of additional expense items and additional fee, if any, arising from the change.

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

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

#### ARTICLE III - PAYMENT

##### SECTION 1

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

For the work contemplated under Article I, Section 1, for Design Period Services, compensation shall be computed on the basis of a Lump Sum contract to be paid by monthly invoice based on the percentage of contract that is complete. The contract shall be a cost of Five thousand dollars (\$5,000.00). This contract amount shall not be exceeded except by formal amendment to this agreement.

For the work contemplated under Article I, Section 1, for Bid Period Services, compensation shall be computed on the basis of a Lump Sum contract to be paid by monthly invoice based on the percentage of contract that is complete. The contract shall be a cost of Seven thousand dollars (\$7,000.00). This contract amount shall not be exceeded except by formal amendment to this agreement.

For the work contemplated under Article I, Section 1, Construction Administration Services, compensation shall be computed on the basis of a Cost Not to Exceed contract to be paid by monthly invoice at the schedule of standard charges attached as Exhibit A. The contract shall include a maximum cost of Sixty-two Thousand Dollars (\$62,000.00). This contract amount shall not be exceeded except by formal amendment to this agreement.

The above represents the CONSULTANT's best estimate of anticipated hours and costs to perform Bid Period Services and Construction Administration Services. Actual project time will be determined at a later date, which could decrease the above contract amount.

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

##### SECTION 2

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 related to the services rendered by the CONSULTANT under or in connection with this AGREEMENT, or any part thereof, provided that no unpaid invoices exist because of extra work required at the request of the COUNTY.

#### ARTICLE IV - MISCELLANEOUS PROVISIONS

##### SECTION 1- CHANGE 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 shall within 10 days notify the COUNTY in writing. In the event the COUNTY determines that such work does constitute extra work, additional time for completion of contract may be given, and payment for the additional work shall be negotiated by Supplemental Agreement prior to work being undertaken by the CONSULTANT.

Likewise, during the term of this AGREEMENT any service specified may be deleted and/or reduced at the discretion of the COUNTY. If such deletion or reduction becomes desirable, the CONSULTANT will be given advance notice, and an equitable reduction in the CONSULTANT's fee will be made on a proportional 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 10 days after the alleged delay has occurred. Any time extension for work authorized will be based on the ratio that the additional compensation bears to the original fee and time limit.

2. In the event that the COUNTY determines that the delays are avoidable and time extensions are not granted, the CONSULTANT may be subject to a liquidated damages charge of \$100 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 this 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 this 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 this 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 compliant 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 therefor, the decision of the Director, Environmental Services Department, Jefferson County, Alabama, in the matter shall be final and

conclusive for both parties.

#### SECTION 8 - RESPONSIBILITY FOR CLAIMS AND LIABILITY

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

CONSULTANT agrees to indemnify, hold harmless and defend the COUNTY and the Jefferson County Commission, Jefferson County Alabama, its elected officials, 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 attorneys' fees, for liability claimed against or imposed upon the COUNTY because of bodily injury, death or property damage, real or personal, including loss of use thereof arising out of or as a consequence of the breach of any duty or obligation of the CONSULTANT included in this AGREEMENT, negligent acts, errors or omissions including engineering design even though such injuries, or death or damage to property is claimed to be due to the negligent acts, errors or omissions of the CONSULTANT, his subcontractors; the contractor, his subcontractors; the COUNTY, its elected officials, officers or employees. Nothing contained in this paragraph should be construed to obligate CONSULTANT to indemnify the COUNTY for its own negligence, the negligence of its contractors, or subcontractors, or others.

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

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

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 provision 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 required to do business as a CONSULTANT.

#### SECTION 10 - SUBLETTING, ASSIGNMENT OR TRANSFER

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

#### SECTION 11- EMPLOYMENT OF COUNTY WORKERS

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

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 or employee of the COUNTY or the COUNTY shall be admitted to any share or part of this AGREEMENT, or to any benefit that may arise there from, except the use of the facility being designed as enjoyed by the general public.

#### SECTION 12 - CONTROL

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

SECTION 13 - CONDITIONS AFFECTING WORK

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

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

A. Non-discrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964 or the Equal Opportunity provision of Executive Order 11246 of September 24, 1965. The CONSULTANT must execute the EEO certification attached hereto as Exhibit D as required by Jefferson County Commission Administrative Order A02008-4.

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

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

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

SECTION 14 - GOVERNING LAW/DISPUTE RESOLUTION

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

SECTION 15 - ALABAMA CODE SECTION 31-13-9

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

ARTICLE V

SECTION 1- EXECUTORY CLAUSE

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

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

ARTICLE VI

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures, Krebs Engineering, Inc. on the \_\_\_\_ day of \_\_\_\_\_, 2014, COUNTY on the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Krebs Engineering, Inc.

Gary L. Huffman, Senior Vice President

Krebs Engineering, Inc.

RECOMMENDED:

Jefferson County Environmental Services Department



David Denard, Director

ATTEST: Minute Clerk

JEFFERSON COUNTY COMMISSION

W.D. Carrington, President

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

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Oct-29-2014-935

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Jackson Renfro Associates, Inc. to provide engineering services for modifications at Five Mile Creek WWTP's influent pump controls in the amount of \$6,500.

#### AGREEMENT

##### To Provide Professional Engineering Services For The Influent Pump Control Modifications for Five Mile WWTP Jefferson County Environmental Services

This AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between Jefferson County Commission, Jefferson County, Alabama party of the first part, hereinafter referred to as the "COUNTY", and Jackson, Renfro & Associates, Inc., as party of the second part, hereinafter referred to as the "CONSULTANT".

WHEREAS, the said CONSULTANT has agreed and by these presents does agree with the COUNTY for the consideration hereinafter mentioned, with payment to be administered by the COUNTY, to accomplish the development of Contract Documents for modifications to change the existing Influent Pump SCADA controls from network-connected to hardwired discrete/analog-connected at Five Mile Waste Water Treatment Plant (WWTP) as outlined in the Scope of Work.

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

#### ARTICLE I - SCOPE OF WORK

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

The scope of work proposed in this AGREEMENT consists of the development of contract documents for the following:

1. Replace existing networked SCADA interconnections for six (6) existing Influent Pump starters (currently connected to an existing Bristol Babcock SCADA PLC) with new hardwired discrete/analog interconnections (connected to a new Modicon SCADA PLC). No new starter door-mounted devices (pushbuttons, selector switches, indicator lights, HMI, etc.) will be provided.
2. Reprogram the existing Influent Pump starters to function properly with the new hardwired interconnections
3. Convert existing pump control/shutdown instrument device connections from the existing Bristol Babcock SCADA PLC to the new Modicon SCADA PLC as required to allow local PLC control for the Influent Pumps.
4. Connect the new Modicon SCADA PLC to the plant SCADA network.
5. Maintain the existing Bristol Babcock SCADA PLC for existing points if applicable.
6. No lighting modifications.
7. No power system modifications.

#### SECTION 1 - OBLIGATION OF CONSULTANT TO THE COUNTY

The CONSULTANT will perform the following engineering services based upon the installation of the project scope being negotiated with an electrical contractor (construction costs less than \$50,000):

##### Design Services

1. One site visit to the Prudes Creek Five Mile WWTP to assess existing conditions.
2. Preparation of Plans and Specifications (Specifications suitable for bidding the project will not be completed).
3. Review of Plans and Specifications with the COUNTY and/or the person designated by the COUNTY to act in such review capacity.

##### Construction Administration Services

Construction Administration services are based on a 90 day construction period. During the progress of the construction work the CONSULTANTS will furnish the following services:

1. Provide general engineering review of the work through an engineer who will make one on-site review of the work after the

installation has been completed.

2. Assist COUNTY in coordination of submission of CONTRACTOR invoices and CONTRACTOR payroll information.
  3. Review and forward to the COUNTY one (1) copy each of shop drawings, equipment drawings, material specifications and working drawings submitted by the Contractor.
  4. Note and report to the COUNTY any observed deviations from the intent of the Plans and Specifications, and recommend to the COUNTY any appropriate action to be taken by the COUNTY.
  5. Prepare and present to the COUNTY for payment the periodic and final estimates of work performed on the project.
  6. Prepare a "punch list" of items of work, if any, to be corrected by the Contractor.
  7. Prepare for submittal to the COUNTY a final report on the Project.
- Specifically excluded in the scope of work under this AGREEMENT is
1. Detailed design of new Modicon SCADA PLC internal wiring (this will be provided by the proposed SCADA Integrator).
  2. Design of new lighting or power systems.
  3. Actual construction, repair, renovation, operation, or maintenance of the public works improvements by the CONSULTANT.

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

It is understood that the COUNTY will:

1. Pay for any mill, shop and laboratory inspections and tests of materials, equipment, coatings, etc.
2. Assist the CONSULTANT by placing at their disposal all available information pertinent to the site of the project, including previous drawings, submittal documents, reports and any other data relative to the condition of the site.
3. Designate a project manager to coordinate CONSULTANT's work and to assist as COUNTY's representative with respect to the work to be performed under this AGREEMENT.
4. Provide access to and make all provisions for the CONSULTANT to enter upon public and private lands as required for the CONSULTANT to perform its work under this AGREEMENT.
5. Pay for specialized geological studies, laboratory tests, concrete tests, or other such analyses, special reports or reports recommended by the CONSULTANT and deemed to be necessary by the COUNTY.
6. Pay for appearances before courts or boards regarding litigation related to the project(s), and/or preparatory work required in connection with such matters. Appearances before courts or boards regarding litigation related to errors or omissions of the CONSULTANT which result in legal proceedings against the COUNTY shall not be charged to the COUNTY, and shall not be items eligible for payment by the COUNTY.
7. Examine studies, reports, sketches, opinions of probable cost of construction, proposals, and other documents presented by the CONSULTANT, and shall render decisions in writing pertaining thereto within a reasonable time so as not to delay the services of the CONSULTANT.
8. Give prompt written notice to the CONSULTANT whenever the COUNTY observes, or otherwise becomes aware of, any defect in the performance of engineering services.
9. Prepare all deeds for rights-of-way acquisition, and negotiate for and secure ownership of all required properties and easements from property owners affected.
10. Assume all costs of archaeological and vegetative studies if required.
11. Assume all costs of public hearing if required.
12. COUNTY will operate any plant equipment as necessary and reasonable to carry out the scope of work.

#### SECTION 3 - CONFERENCES AND VISITS TO SITE

1. Conferences will be held at the request of either the COUNTY or the CONSULTANT to discuss matters pertinent to any phase of this project(s). The maximum number of meetings is described in SECTION 1 above.
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. The maximum number of meetings is described in SECTION 1 above.

#### ARTICLE II - TIME OF BEGINNING AND COMPLETION

1. The CONSULTANT agrees to commence performance of services outlined under Article I of this AGREEMENT immediately after receipt of written notice from the COUNTY to proceed. The COUNTY will not notify the CONSULTANT to commence work until this AGREEMENT has been formally approved by both parties.
2. The work to be performed shall be completed within 12 six months. Should delays attributable to causes beyond the control of the CONSULTANT be encountered, such as would extend the contract work beyond the agreed upon period, the COUNTY may adjust the amount of this contract by amendment, so as to reflect the cost of additional expense items and additional fee, if any, arising from the change.
3. In case the COUNTY should deem it to be advisable or necessary in the execution of the work to make any alteration which will increase or decrease the scope of work outlined in this AGREEMENT, the time limits specified herein may be adjusted, in accordance with

Article IV, Section 1.

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

#### ARTICLE III - PAYMENT

##### SECTION 1

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

For the work contemplated under Article I, Section 1, for Design Period Services, compensation shall be computed on the basis of a Lump Sum contract to be paid by monthly invoice based on the percentage of contract that is complete. The contract shall be a cost of Six thousand five hundred dollars (\$6,500.00). This contract amount shall not be exceeded except by formal amendment to this agreement.

For the work contemplated under Article I, Section 1, Bid Period Services and Construction Administration Services, compensation shall be computed on the basis of a Cost Not to Exceed contract to be paid by monthly invoice at the schedule of standard charges attached as Exhibit A. The contract shall include a maximum engineering cost of Two Thousand Dollars (\$2,000.00). This contract amount shall not be exceeded except by formal amendment to this agreement.

The above represents the CONSULTANT's best estimate of anticipated hours and costs to perform Bid Period Services and Construction Administration Services. Actual project time will be determined at a later date, which could decrease the above contract amount.

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

##### SECTION 2

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 related to the services rendered by the CONSULTANT under or in connection with this AGREEMENT, or any part thereof, provided that no unpaid invoices exist because of extra work required at the request of the COUNTY.

#### ARTICLE IV - MISCELLANEOUS PROVISIONS

##### SECTION 1 - CHANGE 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 shall within 10 days notify the COUNTY in writing. In the event the COUNTY determines that such work does constitute extra work, additional time for completion of contract may be given, and payment for the additional work shall be negotiated by Supplemental Agreement prior to work being undertaken by the CONSULTANT.

Likewise, during the term of this AGREEMENT any service specified may be deleted and/or reduced at the discretion of the COUNTY. If such deletion or reduction becomes desirable, the CONSULTANT will be given advance notice, and an equitable reduction in the CONSULTANT's fee will be made on a proportional 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 10 days after the alleged delay has occurred. Any time extension for work authorized will be based on the ratio that the additional compensation bears to the original fee and time limit.

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

be subject to a liquidated damages charge of \$100 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 this 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 this 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 this 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 compliant 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 therefor, the decision of the Director, Environmental Services Department, Jefferson County, Alabama, in the matter shall be final and conclusive for both parties.

#### SECTION 8 - RESPONSIBILITY FOR CLAIMS AND LIABILITY

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

CONSULTANT agrees to indemnify, hold harmless and defend the COUNTY and the Jefferson County Commission, Jefferson County Alabama, its elected officials, 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 attorneys' fees, for liability claimed against or imposed upon the COUNTY because of bodily injury, death or property damage, real or personal, including loss of use thereof arising out of or as a consequence of the breach of any duty or obligation of the CONSULTANT included in this AGREEMENT, negligent acts, errors or omissions including engineering design even though such injuries, or death or damage to property is claimed to be due to the negligent acts, errors or omissions of the CONSULTANT, his subcontractors; the contractor, his subcontractors; the COUNTY, its elected officials, officers or employees. Nothing contained in this paragraph should be construed to obligate CONSULTANT to indemnify the COUNTY for its own negligence, the negligence of its contractors, or subcontractors, or others.

CONSULTANT, without extra compensation, shall carry insurance of the kinds and in amounts set out below. All insurance shall

be by companies authorized to do business in Alabama involving those types of insurance. Before beginning work CONSULTANT shall file with the COUNTY a certificate from his insurer showing the amounts of insurance carried and the risk covered thereby, or a copy of the required insurance policies.

Professional Liability	\$21,000,000 each claim
General Liability and Property Damage	\$300,000.00
Automobile and Truck Bodily Injury	
Liability and Property Damage	
Liability Insurance	\$300,000.00
Workers Compensation	Statutory

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 provision 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 required to do business as a CONSULTANT.

#### SECTION 10 - SUBLETTING, ASSIGNMENT OR TRANSFER

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

#### SECTION 11 - EMPLOYMENT OF COUNTY WORKERS

1. The CONSULTANT shall not engage, on full or part time or other basis, during the period of this AGREEMENT, any professional or technical personnel who are or have been at any time during the period of this AGREEMENT in the employ of the COUNTY except regularly retired employees, without written consent of the COUNTY.
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 or employee of the COUNTY or the COUNTY shall be admitted to any share or part of this AGREEMENT, or to any benefit that may arise there from, except the use of the facility being designed as enjoyed by the general public.

#### SECTION 12 - CONTROL

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

#### SECTION 13 - CONDITIONS AFFECTING WORK

1. The CONSULTANT shall be responsible for having taken steps reasonably necessary to ascertain the nature, location, scope, and type of work hereunder, and the general and local conditions which can affect the work or the cost hereof. Any failure by the CONSULTANT to do so will not relieve him from responsibility for successfully performing the work without additional expense to the COUNTY. The COUNTY assumes no responsibility for any understanding or representation by any of its officials or agents prior to the execution by the COUNTY as expressly stated herein. The CONSULTANT and Subcontractors are to maintain all books, documents, papers, accounting records and other evidences pertaining to cost incurred for this project, and to make such material available at all times during the contract period and for three (3) years from the date of final payment of COUNTY Funds under the terms of this AGREEMENT, for review by the COUNTY, or any authorized representative of the COUNTY, and copies thereof shall be furnished if requested.
2. During the performance of this contract, the CONSULTANT for itself, its assignees and successors in interest, agrees as follows:
  - A. Non-discrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964 or the Equal Opportunity provision of Executive Order 11246 of September 24, 1965. The CONSULTANT must execute the EEO certification attached hereto as Exhibit D as required by Jefferson County

Commission Administrative Order AO2008-4.

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

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

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

SECTION 14 - GOVERNING LAW/DISPUTE RESOLUTION

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

SECTION 15 – ALABAMA CODE SECTION 31-13-9

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

ARTICLE V

SECTION 1 - EXECUTORY CLAUSE

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

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

ARTICLE VI

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures, Krebs Engineering Jackson, Renfro & Associates, Inc. on the \_\_\_\_\_ day of \_\_\_\_\_, 2014, and the COUNTY on the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Jackson, Renfro & Associates  
Krebs Engineering, Inc.  
Philip D. Black, Vice President

RECOMMENDED:  
Jefferson County Environmental Services Department  
David Denard, Director

ATTEST: JEFFERSON COUNTY COMMISSION  
Minute Clerk W.D. Carrington, President

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

\_\_\_\_\_  
Oct-29-2014-936

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the Sanitary Sewer System Rehabilitation - Asset Management Program -Contract Rehab #AMOI-2014: Contract A - Pipe and Manhole Renewal project, such certified bids having been open on Thursday, August 7, 2014 and listed as follows:

Contractor	Amount Bid
1. Heitkamp, Inc.	\$4,414,767.50

- |    |                                 |                |
|----|---------------------------------|----------------|
| 2. | Layne Inliner, LLC              | \$5,414,936.00 |
| 3. | Baird Contracting Company, Inc. | \$5,659,683.00 |
| 4. | Bama Utility Contractors, Inc.  | \$5,675,000.00 |

WHEREAS, after tabulation and certification by Hazen and Sawyer, P.C., it has been recommended that the contract for the Sanitary Sewer System Rehabilitation -Asset Management Program - Contract Rehab #AM01-2014: Contract A - Pipe and Manhole Renewal project be awarded to Heitkamp, Inc. in the amount of \$4,414,767.50.

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

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

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Oct-29-2014-937

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute the Modification Agreement between Jefferson County and the City of Vestavia Hills, Alabama. This agreement shall terminate temporary sewer construction easements and modify subsurface easement right language as more particularly described in the Modification Agreement for certain real property owned by the City.

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT (this "Agreement") is made and entered into as of the day of \_\_\_\_\_, 2014 by JEFFERSON COUNTY, ALABAMA, a political subdivision of the State of Alabama (the "County"), in favor of CITY OF VESTAVIA HILLS, ALABAMA, an Alabama municipal corporation (the "City").

RECITALS:

Pursuant to Judgment, Order Filing Report of Commissioners and Order of Condemnation dated October 25, 2000, Case No. 171060 filed in the Probate Court of Jefferson, Alabama (the "Order"), which has also been recorded as Instrument 200014/0512 in the Office of the Judge of Probate of Jefferson County, Alabama, the County was granted certain temporary construction easements and subsurface easements in and to certain real property situated in Jefferson County, Alabama, as more particularly described in the Order.

The City is the current fee simple owner of those portions of the real property described in the Order as follows (collectively, the "City Property"):

- (a) That certain real property (collectively, the "Temporary Easement Property") described in Exhibit A attached hereto and incorporated herein by reference, which Temporary Easement Property is described in the Order as (i) Tract No. 18 (Temp. Construction Easement), (ii) Tract No. 19 (Temp. Construction Easement) and (iii) Tract 19-Portal Site (Temp. Cont. Easement); and
- (b) That certain real property (collectively, the "Subsurface Easement Property") described in Exhibit B attached hereto and incorporated herein by reference, which Subsurface Easement Property is described in the Order as (i) Tract No. 18 (Subsurface) and (ii) Tract No. 19 (Subsurface).

The County desires to acknowledge and agree that (a) all of the temporary construction easements granted to the County by the Order over and upon the Temporary Easement Property have terminated and (b) the subsurface easements granted to the County by the Order under the Subsurface Easement Property do not extend to or create any surface rights in favor of the County.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to hereby agree as follows:

1. Termination of Temporary Construction Easements. The County does hereby acknowledge and agree that all temporary construction easements granted to the County pursuant to the Order with respect to the Temporary Easement Property are hereby terminated, of no further force or effect and the County does not have any further rights or interests in or to any of the Temporary Easement Property.
2. Subsurface Easements. The County does hereby acknowledge and agree that with respect to the subsurface easements granted to the County under the Subsurface Easement Property pursuant to the Order, such subsurface easements (collectively, the "Subsurface Easements") are underground easements only and are limited to an underground area lying between mean sea level datum 375 feet and 415 feet mean sea level under the Subsurface Easement Property. Accordingly, the County does hereby acknowledge and agree that improvements of any kind, including, without limitation, underground and above-ground utility lines, pipes, conduit and other apparatus and appurtenances, storm water retention and detention ponds and facilities, roads, alleys, parking areas, buildings, landscaping and other improvements (collectively, the "Improvements") shall be, and hereby are, authorized and allowed on top of all of the Subsurface Easement Property so long as such

Improvements do not unreasonably interfere with the sanitary sewer lines located within the Subsurface Easements.

3. Acknowledgment Regarding Subsurface Easement Rights. Notwithstanding anything provided in the Order to the contrary, the County acknowledges and agrees that the County does not have, and hereby waives and releases, any rights to: (a) enter upon or use the surface of any of the City Property in connection with the exercise of the Subsurface Easements, (b) remove any improvements, trees, undergrowth and other obstructions situated on the Subsurface Easement Property, (c) prevent any person from placing or maintaining any obstructions on or upon the Subsurface Easement Property, and (d) use the surface of the Subsurface Easement Property for any uses or purposes sought or contemplated in the Complaint for Condemnation (as referenced in the Order); provided, however, that the foregoing shall not prevent the County from exercising the Subsurface Easements lying under the Subsurface Easement Property.

4. Right of Entry. Nothing contained in this Agreement to the contrary, the County reserves all rights created in favor of the County pursuant to any existing case law, statutory law and/or constitutional authority supporting the County's right of entry to access any County owned asset on any property (private or otherwise) in circumstances that present an imminent threat to public health, safety and welfare.

IN WITNESS WHEREOF, the County has executed this Agreement as of the day and year first above written.

JEFFERSON COUNTY, ALABAMA, a political subdivision of the State of Alabama

W. D. Carrington, President - Jefferson County Commission

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

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Oct-29-2014- 938

BE IT RESOLVED BY THE, JEFFERSON COUNTY COMMISSION that the vehicle damage claim of D'Andre Madison is hereby denied.

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

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Oct-29-2014-939

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of William Lloyd Palmer is hereby denied.

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

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Oct-29-2014-940

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

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

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Oct-29-2014-941

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Dewayne Bailey in the amount of Two Hundred Thirty Eight and 95/100 (\$238.95) 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 Dewayne Bailey in the amount of \$238.95 and forward it to the County Attorney for disbursement.

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



Oct-29-2014-942

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Curtis Brantley in the amount of Two Hundred Fifty and 00/100 (\$250.00) 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 Curtis Brantley in the amount of \$250.00 and forward it to the County Attorney for disbursement.

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

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Oct-29-2014-943

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Christopher Dale Wallace in the amount of One Thousand Four Hundred Eighty Three and 20/100 (\$1,483.20) 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 Christopher Dale Wallace in the amount of \$1,483.20 and forward it to the County Attorney for disbursement.

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

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Oct-29-2014-944

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage and personal injury claim of Latonya McKinstry in the amount of Seven Thousand Five Hundred and 00/100 (\$7,500.00) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby authorized and directed to issue a check made payable to Latonya McKinstry in the amount of \$7,500.00 and forward it to the County Attorney for disbursement.

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

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Oct-29-2014-945

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer fee reimbursement claim of Luther B. Lanier is hereby denied.

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

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Oct-29-2014-946

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the property damage claim by Willie J. Thomas has been denied.

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

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Oct-29-2014-947

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the plumber reimbursement claim of Gilmer T. Simmons on behalf of Beasley Realty Company in the amount of Eight Hundred Four and 49/100 (\$804.49) 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 Beasley Realty Company in the amount of \$804.49 and forward it to the County Attorney for disbursement.

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

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Oct-29-2014-948

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Katri Selander and Kevin Harris is hereby denied.

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

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Oct-29-2014-949

WHEREAS, under the Consent Decree entered on December 29, 1982 (and amended and restated November 12, 2013) in the lawsuit *United States v. Jefferson County, Alabama*, Civil Action No. 75-666 (N.D. Alabama), Jefferson County, Alabama ("Jefferson County") and the Sheriff of Jefferson County ("the Sheriff") are required to have an Affirmative Action Officer; and

WHEREAS, the Consent Decree does not prohibit a single person from simultaneously serving as the Affirmative Action Officer both for Jefferson County and for the Sheriff, and in fact, cost savings and efficiencies could be realized by having one person serve in this role for both entities, and

WHEREAS, Jefferson County, Dr. Ronald Sims, in his official capacity as the Receiver for Jefferson County (the "Receiver"), and Mike Hale, in his official capacity as the Sheriff have discussed memorializing their understanding with respect to a joint Affirmative Action Officer position.

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

1. The President of the County Commission is hereby authorized to enter into a Memorandum of Understanding with the Receiver and Sheriff regarding the Affirmative Action Officer position, a copy of which is attached.

MEMORANDUM OF UNDERSTANDING  
REGARDING THE AFFIRMATIVE ACTION OFFICER

This Memorandum of Understanding Regarding the Affirmative Action Officer (this "MOU") is made and entered into by Jefferson County, Alabama ("Jefferson County"), Dr. Ronald Sims, in his official capacity as the Receiver for Jefferson County (the "Receiver"), and Mike Hale, in his official capacity as Sheriff of Jefferson County ("the Sheriff"), wherein the parties hereto agree as follows:

WHEREAS, more than 40 years ago, various private individual plaintiffs, the Ensley Branch of the National Association for the Advancement of Colored People, and the United States filed civil rights complaints against the City of Birmingham, the Personnel Board of Jefferson County, Jefferson County, and other local governmental agencies and officials, alleging discriminatory employment practices;

WHEREAS, on December 29, 1982, the plaintiffs agreed to resolve their claims against Jefferson County and the Sheriff by entering into a Consent Decree, which was amended and restated November 12, 2013, *nunc pro tunc* October 16, 2013 (Doc. No. 1842, hereinafter "the Consent Decree");

WHEREAS, the Consent Decree requires the appointment of "an Affirmative Action Officer" and requires that person to perform certain specified tasks, duties, and functions;

WHEREAS, on October 25, 2013, the United States District Court appointed Dr. Ronald R. Sims as Receiver over the human resource functions of Jefferson County, and empowered the Receiver, among other things, to bring the County into full compliance with those provisions of the Consent Decree relating to the Affirmative Action Officer; and

WHEREAS, the Consent Decree does not prohibit a single person from simultaneously serving as the Affirmative Action Officer both for Jefferson County and for the Sheriff.

NOW THEREFORE, Jefferson County, the Receiver, and the Sheriff agree as follows:

1. The person who serves as the Affirmative Action Officer for Jefferson County, including, but not limited to, any such person now or hereafter appointed Affirmative Action Officer by and serving at the direction of the Receiver, shall also serve as the Affirmative Action Officer for the Sheriff and the Jefferson County Sheriff's Office, and shall perform all of the tasks, duties, and functions required of him or her by the Consent Decree with respect to the Sheriff.
2. The Receiver will include the Jefferson County Sheriff's Office in any workforce analysis or semiannual workforce assessment that the Receiver hereafter conducts, or arranges to have conducted, for Jefferson County pursuant to the final sentences of Paragraphs 9 and 11, respectively, of the Consent Decree. The Receiver will provide the Sheriff and the designated attorney for the Jefferson County Sheriff's

Office with the results of any such workforce analysis or semiannual workforce assessment that pertain to the Jefferson County Sheriffs Office. At the conclusion of the Receivership, Jefferson County will have no continuing obligation to perform workforce analyses or semiannual workforce assessments for the Sheriff under the Consent Decree.

3. Without limiting the tasks, duties, and functions that may be required of the Affirmative Action Officer or the Sheriff by the Consent Decree, with respect to the Sheriff and the Jefferson County Sheriffs Office, the Affirmative Action Officer shall:

A. Advise black and female employees of the Jefferson County Sheriffs Office of the terms of the Consent Decree and any subsequent modifications thereto.

B. Post his or her office hours and location and copies of the Consent Decree and any subsequent modifications thereto in conspicuous places within the divisions of the Jefferson County Sheriffs Office.

C. Receive and investigate oral or written complaints of race and sex discrimination regarding the Jefferson County Sheriffs Office and conciliate such complaints when appropriate. The Sheriff and his subordinates will cooperate with the Affirmative Action Officer's efforts to investigate and conciliate such claims by, inter alia, responding in good faith to the Affirmative Action Officer's requests for documents and information, permitting the Affirmative Action Officer to interview employees of the Jefferson County Sheriffs Office, and by participating in good faith in meetings convened by the Affirmative Action Officer to conciliate such claims. In any such conciliation efforts, the Sheriff retains the authority to make the final decision on all personnel matters with regard to the Jefferson County Sheriffs Office.

D. Establish a written procedure which shall govern the complaints specified in Section 3(C), with said procedure to include the following:

i. After the completion of any investigation into the complaints specified in Section 3(C), the Affirmative Action Officer will generate or have generated a written report that will contain factual findings, a determination, and a recommended course of action; and

ii. The Affirmative Action Officer shall present any such written report to the Sheriff, and the Sheriff shall thereafter make the final determination as to the course of action that shall be taken with regards to any Jefferson County Sheriff's Office personnel. Jefferson County will have no role in determinations as related to any complaint specified in Section 3(C) regarding Jefferson County Sheriffs Office personnel.

E. Meet periodically with the Sheriff and appropriate Jefferson County Sheriffs Office personnel to assess their progress in meeting the objectives of the Consent Decree and any subsequent modifications thereto.

F. Maintain a complete record of all actions taken in pursuit of his or her responsibilities with regard to the Sheriff and the Jefferson County Sheriff's Office, including correspondence directed to or from the Jefferson County Sheriffs Office with respect to complaints or investigations undertaken pursuant to the Consent Decree (and any subsequent modifications thereto) and any investigatory files.

G. Review the Jefferson County Sheriff's Office's future selection decisions in the job(s) within the Jefferson County Sheriff's Office where the Sheriff has determined that the Jefferson County Sheriff's Office is failing to meet the applicable objectives of Part 11, Subpart A of the Consent Decree or any subsequent modifications thereto. Part of any such review shall include at least the following:

i. Reviewing the written justification for not selecting certified black or female applicants in the jobs) for which the applicable objectives of the Consent Decree, or any subsequent modifications thereto, were not met; and

ii. Submitting his or her written comments together with the Jefferson County Sheriffs Office's written justification to the designated attorney for the Jefferson County Sheriffs Office.

H. Report at least semiannually to the Sheriff on his or her findings with respect to any investigations undertaken with respect to the Affirmative Action Officer's responsibilities regarding the Jefferson County Sheriffs Office.

4. The parties to this MOU anticipate that the Affirmative Action Officer's responsibilities with respect to the Jefferson County Sheriffs Office, as set forth herein, will continue as long as the Consent Decree requires both the County and the Sheriff to employ an Affirmative Action Officer. Notwithstanding that expectation, however:

A. The Sheriff may terminate this MOU at any time if he concludes that the Affirmative Action Officer is not fully or properly performing the obligations of the Consent Decree as outlined in this MOU with regard to the Sheriff. In the event of any such termination under this paragraph 4.A., the Sheriff shall provide written notice thereof to the County, the Receiver, and the plaintiffs in the Consent Decree litigation, and shall provide any notice required by Paragraph 33(h) of the Consent Decree.

B. Any party to this MOU may terminate this MOU at any time by providing 60 days advance written notice to all other parties to this MOU. If the party seeking to terminate this MOU remains subject to the Consent Decree, the terminating party shall also provide written notice to the plaintiffs in the Consent Decree litigation. Any party whose Affirmative Action Officer will change as a result of such termination and who remains subject to the Consent Decree shall be responsible for providing any notice required by Paragraph 33(h) of the Consent Decree.

Upon any termination or modification of the Consent Decree affecting the obligation of the County and/or the Sheriff to employ an Affirmative Action Officer, the County and the Jefferson County Sheriffs Office may renew the MOU or separately address the Affirmative Action Officer position. This MOU may not be amended or modified except by a writing signed by authorized officials of all parties.

5. The Sheriff is the sole Appointing Authority for the personnel of the Jefferson County Sheriff's Office. Nothing contained in this MOU shall in any way waive the sovereign immunity or any other immunity that the Sheriff, the Deputy Sheriffs, or any other Jefferson County Sheriffs Office personnel presently enjoy, separately or jointly, under the United States Constitution, the Alabama Constitution, and/or the statutes of the State of Alabama. Nothing in this MOU is intended to make, and nothing in this MOU shall be interpreted to make, the Sheriff or any Deputy Sheriff an employee of Jefferson County. Nothing in this MOU is intended to make, and nothing in this MOU shall be interpreted to make, Jefferson County the Appointing Authority for any of the personnel of the Jefferson County Sheriff's Office. Nothing in this MOU is intended to make, and nothing in this MOU shall be interpreted to make, Jefferson County responsible in any way for the employment practices of or any other action taken or policy implemented by the Sheriff or the Jefferson County Sheriff's Office. This MOU does not relieve the Sheriff of any obligation under the Consent Decree, modify or amend the Sheriffs obligations under the Consent Decree, nor make the County in any way responsible for the Sheriff's compliance with the Consent Decree.

6. The parties agree that the signatories to this MOU are duly authorized to enter into this MOU.

David Carrington, President

Jefferson County Commission

Dr. Ronald Sims, in his official capacity as Receiver for Jefferson County, Alabama

Mike Hale, in his official capacity as Sheriff of Jefferson County, Alabama

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

JEFFERSON COUNTY COMMISSION  
Finance Department  
Unusual Demands  
10/29/2014

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	Document No
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PARKING REFUND AND ELECTRICAL BOX FOR BHAM CH	GEN SVCS: ADMINISTRATION	42.48	1900083249
DISTRICT 1	1000193	JEFFERSON CO TREASURER	FOUR PRESSURE SWITCHES FOR BESSEMER COURTHOUSE.	GEN SVCS: ADMINISTRATION	204.40	1900083267
DISTRICT 1	1000193	JEFFERSON CO TREASURER	NO HUB CAST IRON, FLUIDMASTER, CONNECTORS, FLAPPER	GEN SVCS: ADMINISTRATION	119.23	1900083268
DISTRICT 1	1000193	JEFFERSON CO TREASURER	WHITE BOARD FOR BJC	GEN SVCS: ADMINISTRATION	23.60	1900083289
DISTRICT 1	1000193	JEFFERSON CO TREASURER	CONDUIT FITTINGS FOR BESS JUSTICE CENTER	GEN SVCS: ADMINISTRATION	133.43	1900083285
DISTRICT 1	1000193	JEFFERSON CO TREASURER	KEY BLANKS, CORDS, CONNECTORS AND TWIST LOCKS	GEN SVCS: ADMINISTRATION	179.72	1900083467
DISTRICT 1	1000193	JEFFERSON CO TREASURER	2 LAV FAUCETS FOR CJC AND 10 EDGER BLADES FOR GSOC	GEN SVCS: ADMINISTRATION	280.08	1900083444
DISTRICT 1	1000193	JEFFERSON CO TREASURER	REPAIR PARTS FOR DOOR SLIDER AT BESS JAIL	GEN SVCS: ADMINISTRATION	420.00	1900083476
DISTRICT 1	1000193	JEFFERSON CO TREASURER	TEN 10X15-1/4 CLEAR PLATE GLASS	GEN SVCS: ADMINISTRATION	117.00	1900083445
*DISTRICT 1					1,519.94	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PAD LOCK, CDL RENEWAL FEE, PHONE CASES - HWY ENG.	R&T: HIGHWAY ENG & CONSTR	147.94	1900083437
DISTRICT 2	1000193	JEFFERSON CO TREASURER	REIMBURSE CK308430 \$100 TO AL. DEPT REV-TITLE PROP	R&T: RIGHT OF WAY	100.00	1900083196
DISTRICT 2	1000193	JEFFERSON CO TREASURER	AMMONIA USED TO CLEAN STRIPING MACHINE	R&T: TRAFFIC ENGINEERING	3.00	1900083257
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CDL RENEWAL, KEYS, TOOLS - CAMP BESSEMER	R&T: HIGHWAY MAINT-BESSEMER	70.66	1900083287
DISTRICT 2	1000193	JEFFERSON CO TREASURER	EXPANDING FOAM, ANCHOR BOLTS, DRILL MIXER, PAINT	R&T: HIGHWAY ENG & CONSTR	147.59	1900083288
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CONCRETE PATCH - BRIDGE (HWY ENG)	R&T: HIGHWAY ENG & CONSTR	191.84	1900083256
DISTRICT 2	1000193	JEFFERSON CO TREASURER	WATER SOLENOID FOR CAMP BESS ICE MACHINE.	R&T: HIGHWAY MAINT-BESSEMER	87.05	1900083286
DISTRICT 2	1000193	JEFFERSON CO TREASURER	FAN BLOWER ASSEMBLY FOR CAMP KETONA	R&T: HIGHWAY MAINT-KETONA	188.00	1900083474
DISTRICT 2	1000193	JEFFERSON CO TREASURER	TRAILER LIGHTS - CAMP BESSEMER	R&T: HIGHWAY MAINT-BESSEMER	13.94	1900083446
DISTRICT 2	1000193	JEFFERSON CO TREASURER	SILT FABRIC - CAMP KETONA	R&T: HIGHWAY MAINT-KETONA	158.34	1900083477
*DISTRICT 2					1,108.36	
DISTRICT 3	1000104	REGION PLANNING COMMI	FY 2015 MEMBERSHIP DUES (OCT.1, 2014-SEPT.30,2015)	NON-DEPT EXPENDITURES	65,456.00	1900083653
DISTRICT 3	1000128	JEFF CO DEPY TREASURER	PROBATED LEVIES	SHER ENFORCE-BESSEMER	16.00	1900083348
DISTRICT 3	1000128	JEFF CO DEPY TREASURER	POSTAGE	SHERIFF ENFORCE-BIRMINGHAM	9.80	1900083638
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PURCHASE OF CABLES	INFO TECH: TECHNICAL SERVICES	19.99	1900083309
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REVENUE-REIM. POSTAGE-TITLE APP. REMITS (SEPT)	REVENUE	72.58	1900083315
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REVENUE-ADD'L ON DOC#1900080428- T. HULSEY 8/20-22	REVENUE	20.25	1900083334
DISTRICT 3	1000193	JEFFERSON CO TREASURER	GLUE PEN FAST CURE GORIL/TIRE-FLAT FREE	INFO TECH: TECHNICAL SERVICES	64.97	1900083308
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REVENUE-REIM. POSTAGE-TITLE APP. REMITS (AUG)	REVENUE	56.06	1900083320
DISTRICT 3	1000193	JEFFERSON CO TREASURER	UNIWELED 20-IN S' DRIVER	INFO TECH: TECHNICAL SERVICES	43.00	1900083310
*DISTRICT 3					65,758.65	
DISTRICT 4	1000313	JEFF CO SHERIFFS DEPT	13LET DRAGANFLYER TRAINING TIM EDGIL/BRANDON GRAY	EMA	2,963.65	1900083643
DISTRICT 4	1020923	ALABAMA FIRE COLLEGE	13SMA HOMEWOOD MEDIUM STRUCTURED COLLASPE CLASS	EMA	1,950.00	1900083623
DISTRICT 4	1032526	RUTH Y. OLIVE	PERMIT 140068B - NOT GOING TO DO THE WORK.	INSPECTION SERVICES	375.00	1900083270
*DISTRICT 4					5,288.65	
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CARBON CARTRIDGE REPLACEMENT	ES: PACKAGE WWTP & PUMP STA	420.00	1900083436
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CAR OPENER;MOTOR GENRAOR;TOOL TOTE;BATTERIES;WAT	ES: FIVE MILE CREEK WWTP	441.84	1900083396
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PACKING FOR INF PUMP	ES: CAHABA RIVER WWTP	419.10	1900083187
DISTRICT 5	1000193	JEFFERSON CO TREASURER	WATER FOUNTAIN	ES: VILLAGE LINE MAINTENANCE	405.39	1900083336
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SADDLE PARTS/ DIGESTER	ES: TRUSSVILLE WWTP	350.00	1900083311
DISTRICT 5	1000193	JEFFERSON CO TREASURER	GLASS,SILICONE,CLEVIS HOOKS,SPEAKER WIRE	ES: SHADES LINE MAINTENANCE	93.12	1900083343
DISTRICT 5	1000193	JEFFERSON CO TREASURER	POSTAGE;LICENSE;FREIGHT;VALVE;	ES: VILLAGE ELECTRICAL SHOP	206.68	1900083364
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SHIPPING OF CAMERA'S UPS	ES: TV INSPECTION & GROUTING	32.94	1900083346
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CEMENT,WHEEL KIT,BITS,RESPARATOR,LOCKS,FITTINGS,BU	ES: VILLAGE MAINTENANCE SHOP	441.97	1900083365
DISTRICT 5	1000193	JEFFERSON CO TREASURER	OPERATOR CERTIFICATION RENEWAL	ES: TURKEY CREEK WWTP	60.00	1900083226
DISTRICT 5	1000193	JEFFERSON CO TREASURER	FUSES FOR U.V. SYSTEM	ES: LEEDS WWTP	17.40	1900083261
DISTRICT 5	1000193	JEFFERSON CO TREASURER	NITRILE SEAL;BEARINGS;PARTS;	ES: FIVE MILE CREEK WWTP	486.69	1900083399
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SPARE PARTS;	ES: FIVE MILE CREEK WWTP	495.00	1900083400
DISTRICT 5	1000193	JEFFERSON CO TREASURER	GR O- RING & SHIM SET,CAPACITOR,5/8" ALL THREAD,U-	ES: PACKAGE WWTP & PUMP STA	330.29	1900083435
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PETTY CASH - JAMIE KOLADISH 10.10.14	PER BD: TESTING	47.79	1900083456
DISTRICT 5	1000193	JEFFERSON CO TREASURER	FIRE EXTINGUISHER REPAIR AND AIR FILTER	ES: TURKEY CREEK WWTP	160.71	1900083475
DISTRICT 5	1004221	STACEY LANGE	MILEAGE REIMB - STACEY LANGE - 10/16/14	PER BD: TESTING	59.54	1900083604
DISTRICT 5	1029512	NORMA J MEEKS	REFUND FOR OVRPYMNT & FINAL BILL ACCT W0-94733(D)	FINANCE SEWER SERVICES	312.65	1900083312
DISTRICT 5	1032401	SHELIA PORTERFIELD	REFUND FOR OVRPYMNT & FINAL BILL ACCT W0-43364(D)	FINANCE SEWER SERVICES	116.38	1900083329
DISTRICT 5	1032523	TEMPLE DEROBERTS ESTE	REFUND FOR OVRPYMNT & FINAL BILL ACCT W0-92812(D)	FINANCE SEWER SERVICES	31.98	1900083313
DISTRICT 5	1032524	MARGARET MORRISON ESTE	REFUND FOR OVRPYMNT & FINAL BILL ACCT W0-77419(D)	FINANCE SEWER SERVICES	15.85	1900083319
DISTRICT 5	1032525	JESSICA CAMMACK	REFUND FOR OVRPYMNT & FINAL BILL ACCT R 1000-738(D)	FINANCE SEWER SERVICES	37.23	1900083325
DISTRICT 5	1032544	W B STEPHENSON	REFUND FOR OVRPYMNT & FINAL BILL ACCT W0-12210(D)	FINANCE SEWER SERVICES	29.47	1900083443
DISTRICT 5	1032545	MIKE REYER	REFUND FOR OVRPYMNT & FINAL BILL ACCT W0-119420(D)	FINANCE SEWER SERVICES	18.04	1900083438
DISTRICT 5	1032546	BETTIE BROCK	REFUND FOR OVRPYMNT & FINAL BILL ACCT W0-6106(D)	FINANCE SEWER SERVICES	56.28	1900083439
DISTRICT 5	1032547	TERRENCE & HELEN BROWN	REFUND FOR OVRPYMNT & FINAL BILL ACCT 14-17170(D)	FINANCE SEWER SERVICES	27.78	1900083442
DISTRICT 5	1032548	LINDA WARREN	REFUND FOR OVRPYMNT & FINAL BILL ACCT R1000-184(D)	FINANCE SEWER SERVICES	42.73	1900083441
DISTRICT 5	1032549	JOSEPH JACOBS	REFUND FOR OVRPYMNT & FINAL BILL ACCT W0-94420(D)	FINANCE SEWER SERVICES	31.01	1900083440
*DISTRICT 5					5,187.86	
**					78,863.46	

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

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Oct-29-2014-950

WHEREAS, Jefferson County Commission, through the Finance Department, has entered into a Broker of Record Agreement (Contract # 00006550/P.O. # 2000091517)with US1 Insurance Company, LLC; and

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

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the Commission President be authorized to direct the Chief Financial Officer to issue a check to USI Insurance Company, LLC in the amount of \$890,531.40 to cover the cost of the following for the Jefferson County Commission:

- Lexington Insurance Company, Property and Casualty/Boiler & Pressure Vessel (\$549,864.40)
- Safety National Casualty Company, Excess Workers' Compensation (\$157,860.00)
- National Union Fire Insurance Company of Pittsburg, Pa. (AIG), Crime & Dishonesty (\$23,807.00)
- Darwin Select Insurance Company (Allied World), Professional Liability and General Liability (Malpractice), (\$159,000.00).

This coverage will be for the period from 10/01/2014 through 10/01/2015.

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

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Oct-29-2014-951

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

For Week of 9/30/14 - 10/6/14

1. PERSONNEL BOARD AND PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM COCA COLA UNITED, BIRMINGHAM, AL, CONTRACT RENEWAL EXTENSION FOR SOFT DRINKS ON A MONTH-TO-MONTH BASIS THROUGH 11/30/2014. REFERENCE BID # 84-11
2. VARIOUS JEFFERSON COUNTY LOCATIONS (YOUTH DETENTION CENTER, PERSONNEL BOARD AND HUMAN RESOURCES-RECEIVER) FROM CRYSTAL MOUNTAIN WATER, HUNTSVILLE, AL, CONTRACT RENEWAL EXTENSION FOR COFFEE, TEA AND BREWING SYSTEMS ON A MONTH-TO-MONTH BASIS THROUGH 11/30/2014. REFERENCE BID # 124-11
3. BULK STORES WAREHOUSE AND PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM AURORA CASKET COMPANY INCORPORATED, AURORA, IN, CONTRACT RENEWAL EXTENSION FOR CASKETS, ADULT ON A MONTH-TO-MONTH BASIS THROUGH 12/31/2014. REFERENCE BID # 203-11
4. GENERAL SERVICES FROM KNOX PEST CONTROL, PELHAM, AL, TO EXTEND CONTRACT FOR PEST CONTROL AND INSPECTION SERVICES FOR NINETY (90) DAYS UNTIL A NEW BID IS IN PLACE. EXTENSION PERIOD: 10/25/2013 – 01/24/2015. REFERENCE BID # 204-11
5. ROADS AND TRANSPORTATION AND PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM HELENA CHEMICAL, SELMA, AL, CONTRACT RENEWAL EXTENSION FOR HERBICIDE ON A MONTH-TO-MONTH BASIS THROUGH 11/30/2014. REFERENCE BID # 3-12R
6. ENVIRONMENTAL SERVICES WWTP FROM THOMPSON POWER SYSTEMS, BIRMINGHAM, AL, CONTRACT RENEWAL FOR ESD STANDBY GENERATOR MAINTENANCE ON AS NEEDED BASIS FOR THE PERIOD OF 9/01/2014 – 8/31/2015. 1ST RENEWAL. REFERENCE BID # 135-13
7. ENVIRONMENTAL SERVICES: VILLAGE MAINTENANCE SHOP FROM HORST EQUIPMENT REPAIR INCORPORATED D/B/A THIBADO INCORPORATED, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR ROOTS BLOWER REPAIR 12X28 RASJ. SAP PURCHASE ORDER # 2000079999 CHANGE ORDER \$11,000.00  
PURCHASE ORDER \$18,680.00 TOTAL

For Week of 10/7/14 - 10/13/14

1. ENVIRONMENTAL SERVICES: CAHABA RIVER WWTP FROM ARBOR EQUIPMENT CORPORATION, CHICAGO, IL, TO AWARD BID FOR REMOVAL, REPLACEMENT AND REPAIR OF 14 DAMAGED DOORS FOR THE PERIOD OF 10/23/2014 – 10/22/2015. SAP PURCHASE ORDER # 2000082147 \$66,224.98 TOTAL REFERENCE BID # 127-14R
2. COOPER GREEN MERCY HEALTH SERVICES ADMINISTRATION FROM LIFEGAS DIVISION OF LINDE GAS NORTH AMERICA LLC, CHICAGO, IL, CONTRACT RENEWAL FOR MEDICAL GASES TO BE ORDERED AS NEEDED BY USER DEPARTMENT FOR THE PERIOD OF 10/01/2014 – 03/31/2015. LAST YEAR OF BID - TO REBID IN FY15. REFERENCE BID # 20-13
3. PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM BLUE BELL CREAMERIES LP, BIRMINGHAM, AL, CONTRACT RENEWAL FOR REDUCED FAT ICE CREAM AND FROZEN NOVELTIES FOR THE PERIOD OF 11/07/2014 – 11/06/2015. (2ND YEAR) REFERENCE BID # 173-13
4. ECONOMIC DEVELOPMENT – WORKFORCE INVESTMENT FROM ALABAMA DEPARTMENT OF LABOR FORMERLY DEPARTMENT OF INDUSTRIAL RELATIONS, MONTGOMERY, AL, PURCHASE ORDER FOR PROPERTY LEASE LOCATED AT 3420 3RD AVENUE SOUTH, BIRMINGHAM, AL 35222 FOR THE PERIOD OF 10/01/2014 – 9/30/2015. SAP PURCHASE ORDER # 2000082138 \$40,000.00 TOTAL
5. ROADS AND TRANSPORTATION HIGHWAY MAINTENANCE BESSEMER FROM ADVANCED ASPHALT PRODUCTS LLC, JASPER, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR THE PURCHASE OF COLD MIX ASPHALT TO BE ORDERED AS NEEDED BY USER DEPARTMENT FOR THE PERIOD OF 10/01/2014 – 03/31/2015. 2ND YEAR OF BID. SAP PURCHASE ORDER # 2000075318 CHANGE ORDER \$15,000.00 REFERENCE BID # 67-13 PURCHASE ORDER \$26,160.96 TOTAL
6. ROADS AND TRANSPORTATION HIGHWAY BESSEMER FROM ERGON INCORPORATED, JACKSON MISSISSIPPI, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR THE PURCHASE OF EMULSIFIED ASPHALT TO BE ORDERED AS NEEDED BY USER DEPARTMENT FOR THE PERIOD OF 10/01/2014 – 3/31/2015. 2ND YEAR OF BID. SAP PURCHASE ORDER # 2000075332 CHANGE ORDER \$ 65,000.00 REFERENCE BID # 66-13 PURCHASE ORDER \$130,000.00 TOTAL
7. ROADS AND TRANSPORTATION HIGHWAY MAINTENANCE BESSEMER FROM SUPERIOR PRODUCTS, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR THE PURCHASE OF CONCRETE SAND TO BE ORDERED AS NEEDED BY USER DEPARTMENT FOR THE PERIOD OF 10/01/2014 – 03/31/2015. 2ND YEAR OF BID. SAP PURCHASE ORDER # 2000075343 CHANGE ORDER \$15,000.00 REFERENCE BID # 65-14 PURCHASE ORDER \$27,000.00 TOTAL
8. ROADS AND TRANSPORTATION HIGHWAY BESSEMER FROM DUNN CONSTRUCTION ROAD DIVISION, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR THE PURCHASE OF PLANT MIX TO BE ORDERED AS NEEDED BY USER DEPARTMENT FOR THE PERIOD OF 10/01/2014 – 3/31/2015. 2ND YEAR OF BID. SAP PURCHASE ORDER # 2000076036 CHANGE ORDER \$300,000.00 REFERENCE BID # 67-13 PURCHASE ORDER \$610,000.00 TOTAL
9. ROADS AND TRANSPORTATION ADMINISTRATION (KETONA) FROM DUNN CONSTRUCTION ROAD DIVISION, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR THE PURCHASE OF ASPHALT (PLANT MIX) TO BE ORDERED AS NEEDED BY USER DEPARTMENT FOR THE PERIOD OF 10/01/2014 – 3/31/2015. 2ND YEAR OF BID. SAP PURCHASE ORDER # 2000076075 CHANGE ORDER \$ 800,000.00 REFERENCE BID # 67-13 PURCHASE ORDER \$1,650,000.00 TOTAL
10. ROADS AND TRANSPORTATION HIGHWAY BESSEMER FROM WADE SAND & GRAVEL, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR THE PURCHASE OF GRAVEL AND RIP RAP TO BE ORDERED AS NEEDED BY USER DEPARTMENT FOR THE PERIOD OF 10/01/2014 – 9/30/2015. 2ND YEAR OF BID. SAP PURCHASE ORDER # 2000073728 CHANGE ORDER \$ 50,000.00 REFERENCE BID # 95-13 PURCHASE ORDER \$100,000.00 TOTAL
11. ROADS AND TRANSPORTATION HIGHWAY BESSEMER FROM VULCAN MATERIALS COMPANY, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR THE PURCHASE OF GRAVEL AND RIP RAP TO BE ORDERED AS NEEDED BY USER DEPARTMENT FOR THE PERIOD OF 10/01/2014 – 9/30/2015. 2ND YEAR OF BID. SAP PURCHASE ORDER # 2000076729 CHANGE ORDER \$100,000.00 REFERENCE BID # 95-13 PURCHASE ORDER \$250,000.00 TOTAL
12. ROADS AND TRANSPORTATION HIGHWAY MAINTENANCE BESSEMER FROM MIDSOUTH PAVING INCORPORATED, ATLANTA, GA, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR THE PURCHASE OF

ASPHALT (PLANT MIX) FOR THE PERIOD OF 10/01/2014 – 3/31/2015. SAP PURCHASE ORDER # 2000079160  
CHANGE ORDER \$300,000.00 REFERENCE BID # 67-13 PURCHASE ORDER \$600,000.00 TOTAL  
For Week of 10/14/14 - 10/20/14

1. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM AUTO ELECTRIC & CARBURETOR D/B/A SOUTHERN DISTRIBUTORS, LOS ANGELES, CA, TO AWARD CONTRACT FOR THE PURCHASE OF BATTERIES FOR VEHICLES TO BE ORDERED AS NEEDED BY USER DEPARTMENT FOR THE PERIOD OF 10/01/14 – 9/30/2015.  
REFERENCE BID # 151-14
2. ROADS AND TRANSPORTATION FROM KIRKPATRICK CONCRETE, BIRMINGHAM, AL, TO AWARD CONTRACT FOR CONCRETE (READY MIX) TO BE ORDERED AS NEEDED BY USER DEPARTMENT FOR THE PERIOD OF 10/01/14 – 9/30/15. REFERENCE BID # 164-14
3. ROADS AND TRANSPORTATION FROM SUNSHINE SUPPLIES, BIRMINGHAM, AL, TO AWARD CONTRACT FOR SILT FENCE & ACCESSORIES TO BE ORDERED AS NEEDED BY USER DEPARTMENT FOR THE PERIOD OF 10/01/14 – 9/30/15. REFERENCE BID # 166-14
4. ENVIRONMENTAL SERVICES WWTP FROM ALLIED UNIVERSAL CORPORATION, BIRMINGHAM, AL, TO AWARD CONTRACT FOR SULPHUR DIOXIDE TO BE ORDERED AS NEEDED BY USER DEPARTMENT FOR THE PERIOD OF 11/01/14 – 10/31/15. REFERENCE BID # 168-14
5. COOPER GREEN MERCY HEALTH SERVICES FROM BIO-RAD LABORATORIES, LOS ANGELES, CA, CONTRACT RENEWAL FOR THE PURCHASE OF QUALITY CONTROLS TO BE ORDERED AS NEEDED BY USER DEPARTMENT FOR THE PERIOD OF 10/01/14 – 9/30/15. 3RD YEAR OF BID. TO BE REBID IN FY15. REFERENCE BID # 125-12
6. ENVIRONMENTAL SERVICES ADMINISTRATION FROM MARINEONE CORPORATION D/B/A BUCK'S ISLAND AND/OR RESCUEONE, SOUTHSIDE, AL, PURCHASE ORDER REVISED TO ADD THE MERCURY 40 HP 4 STROKE EFI FOR CONNECTOR RESCUE BOAT AND TRAILER WITH ACCESSORIES. SAP PURCHASE ORDER # 2000081964  
\$52,152.00 TOTAL REFERENCE BID # 161-14
7. ENVIRONMENTAL SERVICES: LEEDS WWTP FROM GEO SPECIALTY CHEMICALS INCORPORATED, DALLAS, TX, PURCHASE ORDER FOR LIQUID ALUM TO BE ORDERED AS NEEDED FOR THE PERIOD OF 10/01/14 – 9/30/15.  
SAP PURCHASE ORDER # 2000082203 \$26,411.45 TOTAL REFERENCE BID # 133-12
8. PERSONNEL BOARD FROM BERNEY OFFICE SOLUTION, MONTGOMERY, AL, PURCHASE ORDER FOR COPIER MAINTENANCE XEROX 5790 COLOR COPIER FOR THE PERIOD OF 10/01/14 – 9/30/15.  
SAP PURCHASE ORDER # 2000082313 \$5,300.00 REFERENCE BID #17-13
9. ENVIRONMENTAL SERVICES: BARTON LABORATORY FROM ADVERTISER D/B/A MONTGOMERY ADVERTISER, MONTGOMERY, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR ADVERTISING SERVICE.  
SAP PURCHASE ORDER # 2000076234 CHANGE ORDER \$ 7,000.00 PURCHASE ORDER \$15,000.00 TOTAL  
Motion was made by Commissioner Bowman seconded by Commissioner Brown that the above resolution be adopted. Voting “Aye”  
Bowman, Brown, Carrington, Knight and Stephens.

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Oct-29-2014-952

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE EXCEPTIONS REPORT FILED BY THE PURCHASING DIVISION FOR WEEK OF 9/30/14 - 10/6/14, 10/7/14 - 10/13/14 and 10/14/14 - 10/20/14, BE AND HEREBY IS APPROVED.

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

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Oct-29-2014-953

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Encumbrance Report for week of 9/30/14 - 10/6/14, 10/7/14 - 10/13/14 and 10/14/14 - 10/20/14, be and hereby is approved.

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

STAFF DEVELOPMENT

Multiple Staff Development

Finance/Purchasing

Wanda Harville \$199.00  
 Melinda Cunningham \$199.00  
 Managing Multiple Projects & Meeting Deadlines  
 Birmingham, AL – October 29, 2014

Sandra Tellis \$199.00  
 Dorothea Robinson \$199.00  
 Organizational Skills  
 Birmingham, AL – October 30, 2014

Office of Senior Services

Derry Johnson (grant funds) \$881.50  
 Lucy Lipp \$1,089.09  
 2014 Training Conference Regional Council on Aging  
 Orange Beach, AL – October 26-29, 2014

Revenue

Gerald Osburn \$250.00  
 Charliestean Lewis \$250.00  
 Shelley Raia \$250.00  
 joyce Harris \$250.00  
 Minimum Exam Program for Local Govt Revenue  
 Hoover, AL - November 5-7, 2014

Individual Staff Development

Community and Economic Development

Keith Strother (grant funds) \$584.74  
 Department of Labor Training  
 Atlanta, GA – November 17-19, 2014

Keith Strother (grant funds) \$286.32  
 Alabama Dept of Economic and Community Affairs Training  
 Montgomery, AL – November 12-12, 2014

Margaret Smith (grant funds) \$1,099.35  
 Building HOME, A HOME Program Primer Training  
 Atlanta, GA – October 20-23, 2014

County Manager

Justin Smith \$359.00  
 Attorney's Guide to Local Government  
 Birmingham, AL – November 13, 2014

Environmental Services

Daniel Robinson \$574.89  
 48<sup>th</sup> Surveying and Mapping Conference  
 Montgomery, AL – October 22-24, 2014

Revenue

Shelley Raia \$250.00  
 CROAA Class to maintain Certification  
 Hoover, AL – May 20-22, 2015

Bruce Thompson \$2,078.00  
 Tax Audit  
 Boca Raton, FL – November 1-9, 2014

Charles Bell \$1,669.58  
 Tax Audit  
 San Antonio, TX; Gulfport, MS; Mobile, AL – December 6-12, 2014

Charles Bell \$1,112.15  
 Tax Audit  
 Atlanta, GA; Nashville, TN –November 30- December 5, 2014

Roads and Transportation

BiJay Singh \$1,108.94  
 Safety Inspection of In-Service Bridges  
 Alexander City, AL - September 8, 2014

Tax Assessor Bessemer

Richard Green \$675.13



Introduction to Property Tax Administration  
 Montgomery, AL – January 27-30, 2015

For Information Only

Personnel Board

Sheryl Campbell	\$1,019.95
Kimberly Ingram	\$1,091.95
Infor Using Absence Management	
St. Paul, MN – November 2-7, 2014	

Sheriff's Office

Ryan Murkeson	\$400.00
David Basset	\$400.00
Nathan Nichols	\$400.00
Lisa Bartels	\$400.00
Jacob Bradley	\$400.00
Traffic Homicide Investigation	
Birmingham, AL – October 13-17 and November 17-24, 2014	

Rodney Robinson	\$843.85
Ellen Sheirer	\$843.85
Practical Homicide Investigation	
Phenix City, AL – November 16-19, 2014	

Cynthia Mobley	\$735.60
Wendell Major	\$735.60
James West	\$735.60
Polygraph Seminar	
Orange Beach, AL – October 19-23, 2014	

Charles Buchannon	\$3,008.52
Basic Crime Prevention	
Louisville, KY – October 5-18, 2014	

Michael Smith	\$710.65
Field Training Officer	
Florence, AL – October 20-24, 2014	

John Pennington	\$895.00
Grantsmanship Training Program	
Birmingham, AL - November 17, 2014	

Joseph Ryan Rizzo	\$710.65
Field Training Officer	
Florence, AL – October 19-24, 2014	

Ellen Scheirer	\$1,226.55
Basic Bloodstain Pattern Analysis	
Pensacola, FL - January 25-30, 2015	

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

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BUDGET TRANSACTIONS

Position Changes and/or Revenue Changes

- General Services \$0  
 Add an Administrative Supervisor (Gr. 19) and delete an Administrative Coordinator (Grade 22) per Receiver. The Administrative Supervisor to be assigned to train with the Administrative Coordinator until her retirement. Annual savings \$23,712.

Other Budget Transactions

- Roads and Transportation \$40,000  
 Shift funds and add purchasing memorandum to purchase surveying equipment, data collectors, software and a replacement copier.

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

Oct-29-2014-954

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 1 to the Agreement between Jefferson County, Alabama and Network America, Inc. to provide maintenance support for the LANDesk software with provides for remote desktop support, software delivery and desktop asset management for the period November 1, 2014 - October 31, 2015 in the amount of \$31,050.

CONTRACT NO.: 00005711

Contract Amendment No. I

This Amendment to Contract entered into the 1<sup>st</sup> day of October 2014, between Jefferson County, Alabama, hereinafter referred to as "the County, and Network America, Inc., hereinafter referred to as the "Contractor" to provide LANDesk Software Service Maintenance.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract;

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

This contract amendment results from Jefferson County's Contract No. 00005711. The original contract between the parties referenced above, was approved by the Commission on November 16, 2013, MB 165, Page 531-532.

AMEND TERMS OF AGREEMENT AS FOLLOWS:

AUTHORIZATION TO PERFORM WORK: 11/01/2014 to 10/31/2015

INCORPORATE JEFFERSON COUNTY COMMISSION NON-DISCRIMINATION POLICY:

Non-Discrimination

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

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

JEFFERSON COUNTY COMMISSION

Network America, Inc.

W. D. Carrington, President

\_\_\_\_\_, Authorized Representative

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

Oct-29-2014-955

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Ambit Solutions to provide Asterisk Phone System support services and programing changes as needed for the period August 1, 2014 - July 31, 2015 in the amount of \$17,000.

CONTRACT N0. CON00006574

ITB: 136-14

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into this 28<sup>th</sup> day of August , by and between Jefferson County, Alabama, hereinafter called "the County", and Ambit Solutions, LLC , hereinafter called "the Contractor". The effective date of this agreement shall be August 1, 2014.

WHEREAS, the County desires to contract for Asterisk Phone System Support for Information Technology Department, hereinafter called "IT"; 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. 136-14 dated July 9, 2014, the terms of which are included herein by reference. The Contractor shall perform all necessary professional services provided under this Contract as required by IT. The Contractor shall do, perform, and carry out in a satisfactory and proper professional manner the following:

- Port Servers 1 through 4 Annual Maintenance

3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to render professional services to IT at any time after the effective date of this Contract.

Contract Period: August 1, 2014 through July 31, 2015

The completion date of all services under this Contract is July 31, 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:** (See Exhibit A) \$17,000.00 for 4 port servers

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

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

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

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

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

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

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

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

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

14. **INSURANCE:** Contractor will maintain such insurance as will protect him and the County from claims under Workmen's

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

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

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

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

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

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

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

\_\_\_\_\_, Authorized Representative

Ambit Solutions, LLC

JEFFERSON COUNTY, ALABAMA:

W. D. Carrington, President

Jefferson County Commission

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

\_\_\_\_\_  
Oct-19-2014-956

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

Standard Form of Agreement with Latham & Associates Architects, P.C. to provide architectural services for the McCalla Area Substation in an amount estimated to be \$55,000.

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

Oct-29-2014-957

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 1 to the Agreement between Jefferson County, Alabama and Innovation Associates, Inc. to provide maintenance and technical support for PharmAssist Robotic for FY2014-2015 in the amount of \$14,148.

CONTRACT NO. 00005680

Contract Amendment No. I

This Amendment to Contract entered into the 16<sup>th</sup> day of September 2014, between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services, hereinafter referred to as "the County, and Innovation Associates, Inc., hereinafter referred to as the "Contractor" to provide maintenance and support for PharmAssist Robotic.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

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

The original contract between the parties referenced above was approved by the Commission on January 9, 2014, is hereby amended as follows:

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: October 1, 2014 to September 30, 2015.
7. COMPENSATION: Contractor shall be compensated in the amount of \$14,148.00.

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

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

Jefferson County Commission

INNOVATION ASSOCIATES, INC.

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

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

Oct-29-2014-958

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Aerocare, d/b/a Quality Plus Medical Services to provide home oxygen service for the period November 1, 2014 - October 31, 2015 in the amount of \$75,000.

CONTRACT NO. 6707

RFP 167-13

"HOME OXYGEN SERVICE  
OUTPATIENT FOR CGMHS"

THIS AGREEMENT entered into this 5<sup>th</sup> day of October, by and between Jefferson County, Alabama, hereinafter called "the County", and Aerocare d/b/a Quality Plus Medical Services, hereinafter called "the Contractor". The effective date of this agreement shall be October 1, 2014.

WHEREAS, the County desires to contract for Home Oxygen Service, Outpatient for CGMHS for the Cooper Green Mercy Health Services, hereinafter called "CGMHS"; and

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

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: This Contract results from Jefferson County's Invitation to Bid No. 167-13 dated September 18, 2013, the terms of which are included herein by reference. The Contractor shall provide Home Oxygen Service, Outpatient for CGMHS to include:
  - A. A minimum of one (1) large tank of oxygen to be delivered to patient residence upon the initial visit. Additional tanks may be left per instruction of the physician.
  - B. All gas must be U.S.P. and meet nationally accepted standards of manufacturer's oxygen.
  - C. Weekend services (nights included)

D. The vendor will prepare proper receiving documents for the patient or relative of the patient to indicate receipt of material delivered at the patient's residence as ordered and duly authorized by the proper authorities at Cooper Green Mercy (documents must be signed by the patient or patient representative).

E. The vendor will furnish evidence of delivered materials to the Respiratory Care Department at CGMHS in a current or timely manner so that the appropriate regular receiving forms can be prepared for subsequent payment of services.

F. The vendor will also furnish Respiratory Care Department a listing of all patients receiving oxygen therapy; this shall be provided monthly.

G. The vendor will also notify the Respiratory Care Department if the patient is not compliant in the usage of supplied oxygen (oxygen usage should be checked at least quarterly and reported to Respiratory Care Department); change of address; or if unable to contact the patient for any reason.

H. The vendor shall notify the patient each year to contact their physician (from the time in which the oxygen was prescribed) for required yearly home oxygen-recertification.

I. The vendor shall assume all liability connected and equipment used this contract.

J. Complete on sight set-up and patient /family instructions on how to use all equipment properly at NO Charge to the County.

Services instructions, distribution, set-up.

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The term of the contract is for one year (1) October 1, 2014 - September 30, 2015.

4. COMPENSATION: For the period of October 1, 2014 - September 30, 2015 is based on the negotiated pricing from ITB 167-13. See Appendix "A".

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 Finance Department  
Cooper Green Mercy Health Services  
Respiratory Care Department  
1515 6<sup>th</sup> Avenue South  
Birmingham, AL 35203

COPY TO: Jefferson County Commission Purchasing Division  
Purchasing Agent  
716 Richard Arrington Jr. Blvd N  
Suite 830  
Birmingham, AL 35203

COPY TO: Jefferson County Commission Purchasing Division  
County Attorney  
716 Richard Arrington Jr. Blvd N  
Suite 280  
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 any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.

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

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

JEFFERSON COUNTY, ALABAMA:

W. D. Carrington, President  
Jefferson County Commission

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

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Oct-29-2014-959

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Amendment No. III to the Agreement between Jefferson County, Alabama and Geoffrey S. Connor, M.D. to extend hours to a maximum of 20 hours per week to provide orthopedic surgeon services and to add \$182,886 to previous compensation of \$138,714 (not to exceed \$321,600 annually).

Contract ID: CON-00005187

Geoffrey S. Connor, MD

AMENDMENT TO CONTRACT

This is Amendment III to the Contract by and between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services "the County" and Geoffrey S. Connor, hereinafter referred to as "Orthopedic Surgeon."

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 effective 07 October 29<sup>th</sup>, 2014.

The contract which was amended by the Jefferson County Commission on June 26, 2014, and recorded in Minute Book 166; Page(s) 401-402, is hereby amended as follows:

Item 1.4 Hours: The parties agree to increase the Orthopedic Surgeon's maximum of hours per week to perform duties by 12 hours; from a maximum hours per week of 8 hours to a maximum per week of 20 hours.

Item 3.1 Compensation: County shall increase pay to Orthopedic Surgeon from an amount not to exceed 138,714 annually to an amount not to exceed \$321,600.00 annually.

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

JEFFERSON COUNTY, ALABAMA:

W. D. Carrington, President  
Jefferson County Commission

PRIMARY CARE PROVIDER:

Geoffrey S. Connor, M.D.

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

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Oct-29-2014-960

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Addendum 1 to the



Agreement between Jefferson County, Alabama and MW/Davis Dumas & Associates, Inc. to provide boiler evaluation testings for four (4) boilers at the Bessemer Central Plant in the amount of \$26,000 – total contract amount is \$65,000.

ADDENDUM I

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into this October 1, 2014, by and between Jefferson County Commission, hereinafter called "the County", and MW/Davis Dumas & Associates, Inc. located at 2720 3<sup>rd</sup> Avenue South, Birmingham, Alabama 35233 hereinafter called "the Consultant."

WHEREAS, the County desires to contract for Engineering Consulting Services for the redesign and replacement of the primary boilers at the Jefferson County Bessemer Courthouse Complex Central Plant.

WHEREAS, the Consultant desires to furnish said services to the General Services Department;

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

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

SCOPE OF SERVICES: ADDENDUM 1 Services; Perform and/or cause to be performed" Boiler evaluation testing" for 4 each Boilers located within the Bessemer central plant. Provide Boiler inspections and Non-Destructive evaluation (non-destructive evaluation) testing, test pressure vessel wall thickness measurements and provide photographic documentation. Provide visual inspection of tubes and sheet tubes for deterioration. Provide report of inspection results. Provide and install all required gaskets needed to rebuild Boilers after completion of disassembly.

TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The term of the contract is for twelve months beginning October 1, 2014 through September 30, 2015 or project completion if sooner.

COMPENSATION: Mechanical Engineering and Inspection services to be performed on an hourly basis at rates listed per Attachment "A", per said scope of work for Twenty six thousand dollars (\$26,000.00). Payments due upon receipt.

Reimbursable Expenses: Reimbursable expenses will include printing, reprographic services, CADD plotting, travel, delivery, courier and shipping and other miscellaneous in-house and outside services incurred while providing said service will be billed at cost. Fee for Electrical sub consultant 611 be at rate of (x 1.1) times their invoiced amount. All sub consultant fees and reimbursable cost are included within the estimated fee listed above. ,

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:

Consultant: MW/Davis Dumas & Associates, Inc.  
Attention; Mr. James Robinson, PE  
2720 3<sup>rd</sup> Avenue South  
Birmingham, Alabama 35203

Copy to: Jefferson County Commission  
General Services Department  
Director of General Services  
716 Richard Arrington Jr. Blvd. North  
Room 1  
Birmingham, AL 35203

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

CONSULTANT  
James Sam Davis, Jr., P.E.

JEFFERSON COUNTY, ALABAMA  
W. D. Carrington, President-Jefferson County Commission

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

Oct-29-2014-961

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a License Agreement

between Jefferson County, Alabama and Birmingham Regional Paratransit Consortium, d/b/a ClasTran for rental space in the 2121 Building for a period of five (5) years beginning October 1, 2014 in the amount of \$51,930 annually.

#### LICENSE AGREEMENT

WHEREAS, Jefferson County is the owner of property located at 2121 Reverend Abraham Woods, Jr., Boulevard, Birmingham, Alabama 35203, hereinafter known as the "2121 Building"; and

WHEREAS, Jefferson County desires to enter into a License Agreement between the County and the Birmingham Regional Paratransit Consortium, d/b/a Clastran for certain office space located on the 11<sup>th</sup> Floor of said 2121 Building.

#### WITNESSETH:

By this Agreement made between the Jefferson County Commission (hereinafter referred to "Jefferson County") and Birmingham Regional Paratransit Consortium, d/b/a Clastran (hereinafter referred to as "Clastran"), agree on the following:

IN CONSIDERATION OF THE PREMISES, Jefferson County hereby lets and licenses to Clastran for the term of this Agreement:

Property located at: 2121 Reverend Abraham Woods Jr., Blvd  
Birmingham, Alabama 35203  
11<sup>th</sup> Floor office space, measuring 4,404 Square feet.

1. Term:

The term of the License is for five years, beginning October 1, 2014, and ending on September 30, 2019. At the expiration of said term, the License may be considered by Jefferson County for a renewal term with such terms as agreed upon by the parties.

2. Rent:

Clastran agrees to pay Jefferson County rent in the amount of \$51,930 per year. Said amount shall include maintenance, utilities and janitorial service. Said \$51,930 per year shall be paid in monthly installments of \$4,327.50. Amount shall be reviewed periodically and adjusted by amendment based on any escalation of costs in square footage.

3. The Parties Also Aaree:

A. Clastran agrees to occupy the premises and shall keep the same in good condition and shall not make any alterations thereon without the written consent of Jefferson County.

B. Any amendments to this Agreement shall be in writing and signed by both parties.

4. Termination:

Jefferson County shall have the right to terminate this License Agreement upon default by Clastran. Either party may terminate this License Agreement for convenience upon thirty (30) days written notice.

5. Insurance:

Clastran shall not assign or alienate this License in any manner whatsoever without written consent and approval of Jefferson County. Clastran hereby agrees to indemnify, hold harmless and defend Jefferson County, its elected officials and employees from and against any liabilities for damages or loss or claims in any manner arising out of its use and occupancy of said office space. Clastran hereby agrees to purchase and maintain throughout the term of this License and all extensions hereof, comprehensive general public liability insurance, naming the Jefferson County Commission, Jefferson County, Alabama, its Commissioners, County Manager and County employees as named insurers with a company duly authorized and approved to do business in Alabama. Clastran agrees to provide a copy of said insurance policy and each renewal certificate thereafter to Jefferson County. Said insurance will include minimum coverage as follows: (1) \$300,000 for personal injury, liability and/or death from any one occurrence; (2) \$100,000 for personal injury and/or any single injury or death; (3) a clause obligating the insurance company to give not less than thirty (30) days written notice to the President of the Jefferson County Commission and the Director of General Services of Jefferson County, Alabama, for cancellation thereof. No such cancellation shall relieve the insurance company for any insurance liability or responsibility for any occurrence, injury, death or claim whatsoever occurring or arising before the cancellation becomes effective.

Clastran shall withhold and pay all Federal, Social Security taxes, Federal and State Unemployment taxes, and all similar payroll taxes, including Workmen's Compensation insurance related to its agents and employees and to the extent allowed by law, indemnify and hold Jefferson County harmless from such claims.

6. Liens:

Clastran shall not suffer or permit any mechanics' or materialmen's liens to be filed against the premises or other property of Jefferson County by reason of any work, labor, services, materials or equipment supplied or claimed to have been supplied to Clastran or any contractor or subcontractor of Clastran. If any mechanics' or materialmen's lien is filed against the premises or other property of Jefferson County, the Clastran shall promptly, after notice of filing, either (i) cause the same to be discharged of record by deposit in court or by the issuance of a bond; or (ii) furnish the Licensor with indemnification or other security against loss or damage arising from the lien in form and substance satisfactory to Jefferson County. If Clastran learns of any claim or action pertaining to mechanics' or materialmen's liens with respect to the premises or other property of Jefferson County, Clastran shall give prompt notice of the same to Jefferson County.

7. Governance Clause:

The parties agree that this License Agreement is made and entered into in Jefferson County, Alabama and that all services, materials and equipment to be rendered pursuant to said License Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this License 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 License Agreement shall be the Circuit Court of Jefferson County, Alabama, Birmingham Division.

IN WITNESS WHEREOF, the parties have caused this License to be executed in their names and behalves this day of , 2014.

JEFFERSON COUNTY, ALABAMA

W.D. CARRINGTON, President

Jefferson County Commission

BIRMINGHAM REGIONAL PARATRANSIT CONSORTIUM, d/b/a CLASTRAN

FENN CHURCH, Executive Director

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

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Oct-29-2014-962

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Birmingham Armored, Inc. to provide armored car services for a period of three (3) years beginning upon execution in the amount of \$285,175.44.

CONTRACT NO. 00006560

ARMORED CAR SERVICES CONTRACT

THIS CONTRACT entered into this day of , 2014 by and between Jefferson County, Alabama, hereinafter called "the County", and Birmingham Armored Incorporated, hereinafter called "the Contractor". The effective date of this agreement shall be the date signed by the President of the Jefferson County Commission.

WHEREAS, the County desires to contract for professional services for the Jefferson County Commission, hereinafter called "the Commission"; 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 is a result of ITB No. 138-14. This Contract is to provide Armored Car Transportation Services on a daily and designated time and schedule for various locations throughout Jefferson County. Each designated pickup point (Exhibit A) may have several Governmental Departments with different bank deposits at various locations. Pickup areas may be added or deleted on an as needed basis.
3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: the Contractor shall be available to render Armored Car Transportation Services after the effective date of this Contract. This contract will be effective the date signed by the President of the Commission for a term of three years.
4. COMPENSATION: the Contractor shall be compensated for services at the rate of \$393.98 per pickup at any location authorized by the Commission. The Hoover Met location pickup will be at the rate of \$435.92.
5. 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 the County. Should the County authorize the Contractor to subcontract (assign) any portion of this contract, the Contractor will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Contractor must maintain a continuous effective business relationship with the sub-contractors) including, but not limited to, regular payment of all monies owed to the sub-contractor(s). Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.
6. 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 laws of the State of Alabama, without giving effect to the conflict of laws rules thereof. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County Alabama, Birmingham Division.

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

8. 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.

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

10. 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.

11. TERMINATION OF CONTRACT: this contract may be terminated by the County within 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.

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

13. 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 General Services  
716 Richard Arrington Jr. Blvd N  
Room 1 Courthouse  
Birmingham, AL 35203

Copy to: Jefferson County Purchasing Division  
Purchasing Coordinator  
716 Richard Arrington Jr. Blvd N  
Suite 830  
Birmingham, AL 35203

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. 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.

16. BREACH AND DEFAULT: any violation of this Agreement shall constitute a breach and default of this Agreement shall be cause for termination. Upon such termination Contractor shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

17. INSURANCE: the Contractor will maintain such insurance as will protect him and the County from claim under Workmen's Compensation Acts, and from claims for damage and/or personal injury including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama and shall include Jefferson County, Alabama as Added Additional Insured by Endorsement including a thirty (30) day(s) written cancellation notice. Evidence of insurance will be furnished to the Purchasing agent not later than seven (7) days after Purchase Order/Contract date. Contractor is also required to include the bid number on the evidence of insurance.

Insurance Minimum Coverage:

Contracting party shall file the following insurance coverage and limits of liability with the County's Human Resource Department

and Purchasing Department before beginning work with the County.

General Liability:

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

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

\$1,000,000 - Personal injury aggregate

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

Automobile Liability:

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

Any automobile including hired and non-owned vehicles

Workers Compensation and Employers Liability:

\$100,000 - Limit each occurrence

Umbrella Coverage:

\$1,000,000 - Each occurrence

\$1,000,000 - Aggregate

Added Additional Insured By Endorsement:

Jefferson County, Alabama 30 day(s) written cancellation notice Under Description of Operations/Locations/Vehicles/Exclusions Added by Endorsement/Special Provisions enter the BID/ITB Number, Project Number or Purchase Order Number Covered by The Certificate of Insurance.

18. PROTECTION DAMAGE: Contractor will be responsible for any damage to property of the County or others caused by him/her, any employee or subcontractor, and will replace and make good such damage. The Contractor will maintain adequate protection to prevent damage to his/her property and the property of others, and will take all necessary precautions for his/her safety and the safety of others. The Contractor will comply with all safety laws and regulations in effect in the locality.

19. HOLD HARMLESS AND INDEMNIFICATION: contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed 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 Contractor and/or its subcontractors or claims under similar such laws or obligations. Contractor obligations under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees. Before beginning work, Contractor shall file with the County a certificate from his insurer showing the amount of insurance carried and the risk covered thereby. Liability insurance coverage must be no less than \$1,000,000. During performance, the Contractor must effect and maintain insurance from a company licensed to do business in the State of Alabama. Coverage required includes Comprehensive General Liability; Comprehensive Automobile Liability; Worker's Compensation and Employer's Liability.

20. CONFLICT OF INTEREST: the Contractor declares that, as of the date of this contract, neither the County nor any County Commissioner nor any Director nor any other Jefferson County Government Official is directly or indirectly interested in this contract or any contract with the Contractor for which compensation will be sought during the period of time this contract is being performed, and, furthermore, the Contractor pledges that he/it will notify the Purchasing Manager in writing should it come to his/its knowledge that any County Official becomes directly or indirectly interested in the contract or any contract of the Contractor for which compensation will be sought during the aforesaid period. In addition, the Contractor declares that, as of the date of this contract, neither he/it nor any of his/its officers or employees have given or donated or promised to give or donate, either directly or indirectly, to any official or employee of the Jefferson County Commission, or to anyone else for the County's benefit, any sum of money or other thing of value for aid or assistance in obtaining this contract with the County under which compensation will be sought during the period of time this Contract is being performed and furthermore, that neither the Contractor nor any of his/its officers or employees will give or donate or promise to give or donate, directly or indirectly, to any official or employee of the Jefferson County Commission, or to anyone else for the County's benefit, any sum of money or other thing of value, for aid or assistance in obtaining any amendment to this Contract with the Contractor for which compensation will be claimed during the period of time this Contract is being performed.

21. 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.

22. 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.

WITNESSES:

JEFFERSON COUNTY, ALABAMA  
W D CARRINGTON, PRESIDENT  
JEFFERSON COUNTY COMMISSION  
JACK D. CAGLE, JR., PRESIDENT  
BIRMINGHAM ARMORED, INC.

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Oct-29-2014-963

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and the University of Alabama Health Services Foundation, P.C. to provide the services of a Chief Coroner/Medical Examiner and two (2) Associate Coroner/Medical Examiners for FY2014-2015 in the amount of \$895,726.

#### AGREEMENT

WHEREAS, Act No. 79-454 of the Legislature of Alabama of 1979 (hereinafter called Act 79-454"), amended Section 167, Title 62, Code of Alabama, which abolished in JEFFERSON COUNTY the Office of Coroner, transferred all powers, rights and duties now or hereafter authorized or required by law to be performed by coroners, to the County governing body to be performed through its appointed coroner/medical examiners, representatives or agents; and

WHEREAS, Act 79-454 declares that all members of the staff of Coroner/Medical Examiner shall be governed by any applicable civil service law; and

WHEREAS, the Personnel Board of Jefferson County, Alabama has, in accordance with its rules and regulations and with Section 2 of the Enabling Act of the State of Alabama, determined that the positions of Chief Coroner/Medical Examiner and Associate Coroner/Medical Examiner cannot be performed as well, practically, expeditiously and economically by persons appointed or appointable under the Act as by a contract between Jefferson County and the University of Alabama Health Services Foundation, P.C., hereinafter referred to as UAHSF, on behalf of the UAB Department of Pathology; and

WHEREAS, the UAHSF has offered to provide the services of a Chief Coroner/Medical Examiner and two (2) Associate Coroner/Medical Examiners who, in the opinion of Jefferson County, are qualified in accordance with Act 79-454; and

WHEREAS, the Jefferson County Commission has determined that it is necessary and desirable and in the best interest of the County that powers, duties and responsibilities transferred to the County Commission be performed by and under the supervision of a Chief Coroner/Medical Examiner pursuant to contract with the UAHSF, all in accordance with the terms and conditions hereinafter set forth.

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

1. UAHSF shall provide the professional services of a Chief Coroner/Medical Examiner who shall:
  - a. Furnish and perform all duties and exercise all powers and rights now or hereafter authorized or required by law to be performed as appointed Chief Coroner/Medical Examiner in accordance with Act 79-454. (A copy of which Act is attached hereto as if fully set out herein.)
  - b. Continuously fulfill all medical, educational and all other qualifications and requirements for Chief Coroner/Medical Examiner in accordance with Act 79-454.
  - c. Direct the staff of Coroner/Medical Examiner, representatives and agents appointed by the governing body subject to the supervision of the Jefferson County Commission and pursuant to the rules and regulations promulgated by the Coroner/Medical Examiner's Commission.
  - d. Obtain and carry out reasonable and necessary toxicological procedures as required for a high level of performance of the duties

required by Act 79-454.

e. After termination from such position as Chief Coroner/Medical Examiner return to Jefferson County upon reasonable notice and payment of necessary expenses of transportation, food and lodging and not including any amount as compensation for services or otherwise to provide such testimony as may be required by the Jefferson County District Attorney with respect to cases about which said Medical Examiner has knowledge.

2. UAHSF shall provide the professional services of two (2) Associate Coroner/Medical Examiners and a relief Associate Coroner/Medical Examiner who shall:

a. Furnish and perform all duties and exercise all powers and rights now or hereafter authorized or required by law of the Chief Coroner/Medical Examiner, to be performed as the appointed Associate Coroner/Medical Examiners in accordance with Act 79-454.

b. As Associate Coroner/Medical Examiners, continuously fulfill all medical, educational and all other qualifications and requirements for Chief Coroner/Medical Examiner in accordance with Act 79-454.

c. Obtain or carry out reasonable and necessary toxicological procedures as required for a high level of performance of the duties required by Act 79-454.

d. After termination from such position as Associate Coroner/Medical Examiner return to Jefferson County upon reasonable notice and payment of necessary expenses of transportation, food and lodging and not including any amount as compensation for services or otherwise to provide such testimony as may be required by the Jefferson County District Attorney with respect to cases about which said Medical Examiner has knowledge.

3. UAHSF shall provide professional liability insurance and general liability, including automobile insurance or self-insurance for the Chief Coroner/Medical Examiner and Associate Coroner/Medical Examiners each in the amount of \$1 million per occurrence and \$3 million annual aggregate for this contract period.

4. UAHSF shall maintain a back-up resource to provide irregular, temporary or relief medical examiner support services on a sporadic basis during the term of the agreement. Said services shall be assigned by the Chief Coroner/Medical Examiner in accordance with the duties required by Act 79-454.

5. Jefferson County shall:

a. Appoint by appropriate resolution a Chief Coroner/Medical Examiner and two (2) Associate Coroner/Medical Examiners to carry out the duties of Act 79-454 those persons offered by the UAHSF who are deemed qualified hereunder by Jefferson County.

b. Pay UAHSF monthly in accordance with the following schedule for professional services herein under, payment to be made by the fifth work day of each month.

October, 2014	\$ 72,086.00	April, 2015	\$ 72,086.00
November, 2014	\$ 72,086.00	May, 2015	\$ 72,086.00
December, 2014	\$ 72,086.00	June, 2015	\$ 72,086.00
January, 2015	\$ 72,086.00	July, 2015	\$ 72,086.00
February, 2015	\$ 72,086.00	August, 2015	\$ 72,086.00
March, 2015	\$ 72,086.00	September, 2015	\$ 72,086.00

c. Provide such deputies and assistants, including secretarial assistants, as required to carry out the duties of Act 79-454, subject to the final approval of the Jefferson County Commission.

d. Provide such office at Cooper Green Mercy Hospital, office supplies, vehicles and related equipment and accessories as may be required by the Jefferson County Commission to properly perform the duties required by Act 79-454.

e. Pay the UAHSF a one-time payment of \$30,694.00 for medical liability insurance for the fiscal period October 1, 2014 through September 30, 2015.

6. UAHSF acknowledges that it (and its agents and employees) is an independent contractor and not an agent or employee of Jefferson County for any purpose and is not entitled to any type of leave, insurance, or other employee benefit from Jefferson County. Additionally the UAHSF understands and agrees that this agreement does not establish any employer employee relationship, nor master-servant relationship, in any way whatsoever, between Jefferson County and any employee or agent of the UAHSF. The UAHSF shall not represent itself to any third party as an agent or employee of Jefferson County. The UAHSF shall withhold and pay all Federal, Social Security taxes, Federal and State Unemployment taxes, and all similar payroll taxes, and shall provide an on-the-job injury program for and on behalf of its agents and employees, and to the extent allowed by law, indemnify and hold Jefferson County harmless from such claims. Nothing in this Agreement constitutes a waiver of UAHSF's immunity pursuant to Ala. Const., Article 1, Section 14.

7. This agreement shall commence on October 1, 2013 and shall end on September 30, 2014. Said agreement may be terminated by either party on thirty (30) days written notice to the other, either in its entirety or terminated only as to the position of Chief Coroner/Medical Examiner or either position of Associate Coroner/Medical Examiner (in which case the Agreement shall remain in full force and effect as to the other positions). This agreement shall be terminated immediately as to the position of Chief Coroner/Medical Examiner or Associate

Coroner/Medical Examiner upon the resignation or death of the person occupying that position or upon his or her becoming physically unable to provide the professional services set forth herein.

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

IN WITNESS WHEREOF, the parties have caused this agreement to be properly executed in their names and behalves this day of 2014.

JEFFERSON COUNTY, ALABAMA

David Carrington, President

Jefferson County Commission

CONCUR:

Kevin A. Roth, M.D.

Professor & Chairman

Department of Pathology

University of Alabama at Birmingham

UNIVERSITY OF ALABAMA HEALTH SERVICES FOUNDATION, P.C. on behalf of the UAB Department of Pathology

\_\_\_\_\_, Executive Vice-President

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

\_\_\_\_\_  
Oct-29-2014-964

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and the University of Alabama Health Services Foundation, P.C. to provide toxicology services for FY2014-2015 in the amount of \$200,280.

#### AGREEMENT

WHEREAS, Act No. 79-454 of the Legislature of Alabama of 1979 (hereinafter called "Act 79-454"), amended Section 167, Title 62, Code of Alabama, which abolished in JEFFERSON COUNTY the Office of Coroner, transferred all powers, rights and duties now or hereafter authorized or required by law to be performed by coroners, to the County governing body to be performed through its appointed coroner/medical examiners, representatives or agents; and

WHEREAS, Act 79-454 declares that all members of the staff of Coroner/Medical Examiner shall be governed by any applicable civil service law; and

WHEREAS, the Personnel Board of Jefferson County, Alabama has, in accordance with its rules and regulations and with Section 2 of the Enabling Act of the State of Alabama, determined that the positions of Consultant Toxicologist cannot be performed as well, practically, expeditiously and economically by persons appointed or appointable under the Act as by a contract between Jefferson County and the University of Alabama Health Services Foundation, P.C., hereinafter referred to as UAHSF, on behalf of the UAB Department of Pathology; and

WHEREAS, UAHSF has offered to provide the services of a Consultant Toxicologist to serve under the direction of the coroner/Medical Examiner who, in the opinion of Jefferson County, is qualified in accordance with Act 79-454; and

WHEREAS, the Jefferson County Commission has determined that it is necessary and desirable and in the best interest of the County that powers, duties and responsibilities transferred to the County Commission be performed by and under the supervision of the Chief Coroner/Medical Examiner relating to the activities of the Consultant Toxicologist pursuant to contract with UAHSF, all in accordance with the terms and conditions hereinafter set forth.

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

1. UAHSF shall provide the professional services of a Consultant Toxicologist who shall:
  - a. Furnish and perform all duties and exercise all powers and rights now or hereafter authorized or required by law to be performed by the Chief Coroner/Medical Examiner in accordance with Act 79-454 as if fully set out herein relating to required Toxicological examinations of tissues and fluids.
  - b. Continuously fulfill the technical and educational qualifications and requirements for such consultations as directed by the Chief



Coroner/Medical Examiner.

c. Direct and supervise any personnel serving as representatives or agents in the performance of necessary testing to ensure compliance with those duties required of the Chief Coroner/Medical Examiner by Act 79-454.

d. After termination from such position as Consultant Toxicologist return to Jefferson County upon reasonable notice and payment of necessary expenses of transportation, food and lodging and not including any compensation for services or otherwise to provide such testimony as may be required by the Jefferson County District Attorney with respect to cases about which said Toxicologist has knowledge.

2. UAHSF shall provide the professional services of a Consultant Toxicologist who shall:

a. Furnish and perform all duties and exercise all powers and rights now or hereafter directed by the Chief Coroner/Medical Examiner in accordance with Act 79-454.

b. As Consultant Toxicologist continuously fulfill all technical and educational qualifications in accordance with the directions of Chief Coroner/Medical Examiner and Act 79-454.

c. Carry out reasonable and necessary toxicological and procedures as required for a high level of performance of the duties required of the Chief Coroner/Medical Examiner by Act 79-454.

d. After termination from such position as Consultant Toxicologist return to Jefferson County upon reasonable notice and payment of necessary expenses of transportation, food and lodging and not including any amount as compensation for services or otherwise to provide such testimony as may be required by the Jefferson County District Attorney with respect to cases about which said Consultant Toxicologist has knowledge.

3. UAHSF shall provide professional liability insurance coverage or self-insurance for the incumbent Consultant Toxicologist for this contract period.

4. Jefferson County shall:

a. Appoint by appropriate resolution as Consultant Toxicologist to carry out the duties of Act 79-454 that person offered by UAHSF who is deemed qualified hereunder by Jefferson County.

b. Pay UAHSF monthly in accordance with the following schedule for professional services hereunder, payment to be made by the fifth work day of each month.

October, 2014	\$16,690.00	April, 2015	\$16,690.00
November, 2014	\$16,690.00	May, 2015	\$15,856.50
December, 2014	\$16,690.00	June, 2015	\$16,690.00
January, 2015	\$16,690.00	July, 2015	\$16,690.00
February, 2015	\$16,690.00	August, 2015	\$16,690.00
March, 2015	\$16,690.00	September, 2015	\$16,690.00

5. UAHSF acknowledges that it (and its agents and employees) is an independent contractor and not an agent or employee of Jefferson County for any purpose and is not entitled to any type of leave, insurance, or other employee benefit from Jefferson County. Additionally UAHSF understands and agrees that this agreement does not establish any employer-employee relationship, nor master-servant relationship, in any way whatsoever, between Jefferson County and any employee or agent of UAHSF. UAHSF shall not represent itself to any third party as an agent or employee of Jefferson County. UAHSF shall withhold and pay all Federal, Social Security taxes, Federal and State Unemployment taxes, and all similar payroll taxes, and shall provide an on-the-job injury program for and on behalf of its agents and employees, and to the extent allowed by law, indemnify and hold Jefferson County harmless from such claims. Nothing in this Agreement constitutes a waiver of UAHSF's immunity pursuant to Ala. Const., Article 1, Section 14.

6. This agreement shall commence on October 1, 2014 and shall end on September 30, 2015. Said agreement may be terminated by either party on thirty (30) days written notice to the other. This agreement shall terminate immediately upon the resignation or death of the person occupying that position or upon his or her becoming physically unable to provide the professional services set forth herein.

7. 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 there from.

IN WITNESS WHEREOF, the parties have caused this agreement to be properly executed in their names and behalves this day of , 2014.

JEFFERSON COUNTY, ALABAMA

David Carrington, President

Jefferson County Commission

CONCUR:

Kevin A. Roth, M.D.

Professor and Chairman

Department of Pathology

UNIVERSITY OF ALABAMA HEALTH SERVICES FOUNDATION, P.C. on behalf of the UAB Department of Pathology

\_\_\_\_\_, Executive Vice-President

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

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Oct-29-2014-965

WHEREAS, the membership of the Jefferson County Planning & Zoning Commission includes twelve (12) citizens of Jefferson County; and

WHEREAS, the Jefferson County Planning & Zoning Commission has a vacancy to fill; and

WHEREAS, Christie Forsyth has agreed to serve on the Jefferson County Planning & Zoning Commission; and

WHEREAS, this appointment will be effective upon approval with the term ending December 31, 2018.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that Christie Forsyth is hereby appointed to the Jefferson County Planning & Zoning Commission.

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

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Oct-29-2014-966

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

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

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

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

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

Z-2014-016 Donald W. Huey, owner; Taylor Burton, agent; requests a change of zoning on Parcel ID# 29-35-1-1-13, in Section 35 Twp 18 Range 3 West from R-1 (Single Family) to R-T (Residential Townhouse) for a townhome development. (Case Only: 2249 Blue Ridge Boulevard, Birmingham, AL 35226)(BLUE RIDGE)(2.2 Acres M/L)

RESTRICTIVE COVENANTS: 1. A 35-foot undisturbed natural buffer shall be maintained along the rear (southeast) property line in accordance with the site plan presented at the 6/12/2014 Planning and Zoning Commission hearing; 2. Sight-distance at the entrance on Blue Ridge Pkwy to be approved by the Department of Roads and Transportation; 3. Submit a Preliminary Drainage Plan for approval by the Department of Roads and Transportation if conditions have changed since 2007 and if the plan for the development of the property changes from what was proposed in 2007.

Motion was made by Commissioner Bowman seconded by Commissioner Brown that Z-2014-016 be approved. Voting "Aye" Bowman, Brown, Carrington, Knight and Stephens.

Z-2014-020 U.S. Steel Corporation and James A. Shands, owners; Stephen Blankenship and Dann King, agents; request a change of zoning on Parts of Parcel ID#s 36-8-0-0-6.3, 36-17-0-0-5, and 36-17-0-0-1 in Sections 8 and 17 Twp 19 Range 6 West from A-I (Agriculture) to 1-3(S) (Strip Mining) for a ventilation shaft for support of underground existing mining activities, and for future mining activities. (Case Only: 8414 Groundhog Road, Adger, AL 35006)(ADGER)(68.85 Acres MIL)

RESTRICTIVE COVENANT: The entrance road/driveway off of Groundhog Road shall be improved to meet commercial driveway standards and reviewed and approved by the Department of Roads and Transportation. Should any mining activity be applied for or be pursued beyond the mining shaft as described in this case, the first 100' of the entrance roadway/driveway shall be paved.

Motion was made by Commissioner Bowman seconded by Commissioner Brown that Z-2014-020 be approved. Voting "Aye" Bowman, Brown, Carrington, Knight and Stephens.

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Oct-29-2014-967

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the liquor application submitted by NSJV Corporation, applicant; Adeshkumar D. Patel, President and Jayantibhai Virabhai Patel, Member/Store Manager, d/b/a Sunnys Food Mart located at 1601 Forestdale Blvd., Birmingham, AL 35214, for an off-premise (050) Retail Beer and an (070) Retail Table Wine license, be and hereby is approved.

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

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Oct-29-2014-968

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

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

NOW THEREFORE BE IT RESOLVED THAT THE JEFFERSON COUNTY COMMISSION hereby approves the extension of the aforementioned contract for an additional thirty (34) days.

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

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Oct-29-2014-969

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission does hereby ratify and approve the action taken by signature of three (3) Commissioners George Bowman, Jimmie Stephens and W. D. Carrington, to relocate the polling location at Tom Bradford Park to the Springville Road Library.

RESOLUTION

WHEREAS, the polling location, Precinct 1020, Tom Bradford Park, located at 1701 Edwards Lake Road, Birmingham, Al., was recently vandalized and cannot serve as a polling precinct for the November 4, 2014 election, and

WHEREAS, the Springville Public Library, located at 1224 Springville Road, Birmingham, Al. 35235, has been made available for a polling precinct as a suitable replacement.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the polling precinct located at Tom Bradford Park relocate to the Springville Road Public Library.

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

Oct-29-2014-970

WHEREAS, the Jefferson County Commission previously approved a resolution on May 22, 2014 in Minute Book 166, Page 309 authorizing an Agreement between Jefferson County, Alabama and Coston General Contractors, Inc. for the Graysville East Ball Park Improvements Project (CDBG12-03F-M03-GEP);

NOW, THEREFORE BE IT RESOLVED, by the Jefferson County Commission that the President is hereby authorized and directed to execute the Amendment to extend the contract period an additional 5 calendar days; and increase the contract amount an additional One Thousand Six Hundred Eight Dollars and no/100 Dollars (\$1,608.00) for an increase in the scope of work. The new completion date is November 3, 2014. The new contract amount is \$119,248.00. This Agreement is from Program Year 2012 Federal funds.

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and between Jefferson County, Alabama through the Office of Community & Economic Development, hereinafter call "the County," and Coston General Contractors, Inc., hereinafter call the "the Contractor" to provide construction services for the Graysville East Ball Park Improvements (CDBG12-03F-M03-GEP). The effective date of this agreement shall be May 22, 2014.

WITNESSETH:

WHEREAS, the County desires to amend the contract; and WHEREAS, the Contractor desires 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 May 22, 2014, in Minute Book 166, Page 309, is hereby amended as follows:

1. Extend the contract time an additional 5 calendar days. The new completion date is November 3, 2014; and
2. Increase the contract amount an additional One Thousand Six Hundred Eight and no/100 Dollars (\$1,608.00). The cost is for additional work to meet ADA requirements.

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

JEFFERSON COUNTY, AL

W.D. Carrington, President

Jefferson County Commission

CONTRACTOR

Kenneth C. Coston, Jr.

Coston General Contractors, Inc.

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

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Oct-29-2014-971

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President, W. D. Carrington, be hereby authorized, empowered and directed to execute this modification for Amendment #4 to the agreement between Jefferson County, Alabama and Hatch Mott McDonald for the West Highland Water Line Project (CDBG10-03J-U02-WHL). The purpose of this Amendment #4 is to change the scope to include redesigning a pump station for larger fire pumps for the West Highland Water Improvements Project. The additional cost shall be \$9,300.00 for the contract with Hatch Mott McDonald. The total compensation to Hatch Mott McDonald shall be \$54,050.00. All other terms and conditions of the original contract remains the same. This project is from the 2010 program year.

AMENDMENT TO CONTRACT # 4

This is an Amendment to the Contract by and Between Jefferson County, Alabama through the Department of Community & Economic Development, hereinafter called "the County", and Hatch Mott McDonald, hereinafter called "the Contractor" for grant allocation PY10/FY13. The effective date of this agreement shall be September 27, 2011.

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 27, 2011 in Minute Book 162, Page 259, as amended February 13, 2014 in Minute Book 166, Page 86, is hereby amended as follows:

The purpose of this Modification is to change the scope to include redesigning a pump station for larger fire pumps for the West Highland Water Improvements Project. The additional cost shall be \$9,300.00 for the contract with Hatch Mott McDonald (CDBG10-03J-U02-WHL). The total compensation to Hatch Mott McDonald shall be \$54,050.00. All other terms and conditions of the original contract remains the same.

JEFFERSON COUNTY, AL

W. D. Carrington, President

Jefferson County Commission

CONSULTANT

\_\_\_\_\_, Sr. Project Manager

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

\_\_\_\_\_  
Oct-29-2014-972

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to sign an agreement between Jefferson County, Alabama and Alabama Media Group DBA The Birmingham News to provide retail advertising for public notices and legal advertisings. The contract is for the period September 1, 2014 to September 30, 2015 and is not to exceed \$25,000.00.

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

\_\_\_\_\_  
Oct-29-2014-973

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Advance Plumbing Company to provide plumbing repairs at scattered sites designated by Jefferson County Office of Community Development. The agreement is for the period October 9, 2014 to October 8, 2015 and is in the amount of \$35,000.00.

AGREEMENT FOR: Plumbing Repairs (Water Conservation)

THIS AGREEMENT made this 30<sup>th</sup> day of September, 2014 by and between Advance Plumbing Company, Inc. (a corporation organized and existing under the laws of the State of Alabama) (a partnership consisting of XXXXXXX) (an individual trading as XXXXXXX) hereinafter called the "Contractor", and Jefferson County, Alabama, a county corporation organized and existing under the laws of the State of Alabama, hereinafter called the "Owner" or "County".

WITNESSETH, that the Contractor and the Owner for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, machinery, tools, equipment and services, including utility and transportation services and perform and complete all work required by the proposal documents RFP: CD-PR-14 for Plumbing Repairs (Water Conservation), at the scattered sites designated by Jefferson County Office of Community Development ("JCOCD") and located within the Jefferson County Community Development Consortium and consisting of all of Jefferson County outside of the cities of Birmingham, Bessemer and Hoover and the towns of County-Line, West Jefferson, Argo, Sumiton and Helena; and shall perform such work as prepared at the direction of the Owner in strict accordance with these contract documents. JCOCD shall represent the County in all instances regarding this contract.

ARTICLE 2. The Contract Price. Owner will pay the Contractor an amount not to exceed \$35,000.00 for the performance of the Contract in current funds, for the total quantities of work performed at the unit prices stipulated in the Bid for the several respective items of work completed subject to additions and deductions as provided in the Section 109, CHANGES IN THE WORK under GENERAL CONDITIONS, PART I.

ARTICLE 3. Contract. The executed contract documents shall consist of the following:

- a. This Agreement
- b. Request for Proposals
- c. Instructions to Contractors
- d. Signed copy of Proposal

- e. General Conditions of the Contract
- f. Purchase Order Number 2000080862
- g. Equal Employment Opportunity Certification Form

ARTICLE 4. Time of Completion. Subject to the rights of the parties in connection with termination as hereinafter set forth, the term of this Contract shall commence on the date the Contract is executed by County and shall be completed within three hundred sixty-five (365) calendar days from the date the Contractor receives authorization to undertake Plumbing Repairs (Water Conservation) Repair at a given residence located within the Jefferson County Community Development Consortium which consists of all of Jefferson County outside of the Cities of Birmingham, Bessemer and Hoover and the towns of County Line, West Jefferson, Sumiton, Argo and Helena and after said date as provided in the Contract Documents. The Contract may be extended, at the County's option and Commission approval, for a period of up to two (2) additional one (1) year terms until 2013.

ARTICLE 5. Independent Contractor. The Contractor is an independent Contractor and retains the right to exercise full control and supervision over the employees of the Contractor, their compensation and discharge, except as provided otherwise herein, and agrees to be solely responsible for all matters relating to payment of its employees, including compliance with Social Security, Internal Revenue Service requirements and all regulations governing such matters.

For all purposes specified under the terms of this Contract the Contractor shall be considered an independent Contractor and as such, the County shall not be liable to the Contractor or its employees for benefits or coverage provided by the worker's compensation laws of the State of Alabama, and, further, no person employed by the Contractor shall be considered an employee of the County for the purpose of worker's compensation coverage.

ARTICLE 6. No Personal Liability No commissioner, manager, director, or employee of the County shall be personally liable for the fulfillment of the conditions of this Contract.

ARTICLE 7. Entire Agreement. This Agreement, together with other documents enumerated in ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision of any other component part, the provision of the component part first enumerated in ARTICLE 3 shall govern, except as otherwise specifically stated.

IN WITNESS THEREOF, the parties hereunto in their duly authorized representative capacity have caused this Contract to be executed as of the day and year first written above.

Attest:

CONTRACTOR  
 Advance Plumbing Company, Inc.  
 Steven T. Dais, Vice President  
 427 McClain Road  
 Hueytown, AL 35023

Attest:

JEFFERSON COUNTY COMMISSION  
 JEFFERSON COUNTY, ALABAMA  
 David Carrington, President

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

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Oct-29-2014-974

WHEREAS, Jefferson County, through its Office of Community and Economic Development, will undertake various projects as part of its ongoing Community Development Block Grant-Disaster Recovery program; and

WHEREAS, the Jefferson County Office of Community and Economic Development has completed the Federally mandated Environmental Review for the Pleasant Grove Debris Removal II Project required by applicable laws and regulations; and

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

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President W.D. Carrington is authorized, directed and empowered to execute the Determination of Exemption in accordance with 24 CFR 58.34(a) for the Pleasant Grove Debris Removal II Project from the 2013 CDBG Disaster Recovery program.

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

Bowman, Brown, Carrington, Knight and Stephens.

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Oct-29-2014-975

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Jefferson County Commission does hereby assume the maintenance responsibility for the McDonald Chapel Dual Purpose Storm Shelter once the facility is constructed. The construction and architectural services will be paid 100% with CDBG-DR funds.

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

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Oct-29-2014-976

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the contract between Jefferson County, Alabama and Paxen Learning Corporation approved at M.B. 166 PG 509, on July 24, 2014, is hereby terminated for convenience of the County effective seven days following the adoption of this resolution.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Deputy County Manager shall immediately notify Paxen Learning Corporation of this action.

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

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Communication was read from Roads & Transportation recommended the following;

1. AT &T Corporation to install 16,443' of buried and aerial cable on Eastern Valley Road, Coleman Lake Road, Barbara Drive and Lakeshore Drive in McCalla.

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

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Oct-29-2014-977

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the 2015 Resurfacing (4 Sites) Project, such certified bids having been open on October 15, 2014 and listed as follows:

Contractor	Amount Bid
1. Midsouth Paving, Inc.	\$ 3,874,648.57
2. Dunn Construction Co.	\$ 4,586,802.31

WHEREAS, after tabulation and certification by the Roads and Transportation staff, it has been recommended that the contract for the 2015 Resurfacing (4 Sites) Project, be awarded to Midsouth Paving, Incorporated in the amount of \$3,874,648.57.

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

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

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Oct-29-2014-978

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: October 16, 2014  
Purpose: Payment to Elizabeth Ritchey for acquired Temporary Construction Easement that contains 0.049 acres, more or less (site address) – 1600 Patton Chapel Road  
Project No. STPBH-7020(601) - Patton Chapel Rd - Ph. III – Tr.14 Agent: Alan K. Dodd  
Price: \$2,400.00  
Pay to the order of: Elizabeth Ritchey  
Mailing Address: 1600 Patton Chapel Road  
Birmingham, AL 35226

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

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

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Oct-29-2014-979

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: October 3, 2014  
Purpose: Payment to Patton Creek Association for acquired right of way - 0.029 acres, more or less and the temporary construction easement contains 0.150 acres more or less (site address) – 700 Patton Chapel Way, B’ham, AL 35226 – Project No. STPBH-7020(601) - Patton Chapel Rd - Ph. III – Tr.26 Agent: Alan K. Dodd  
Price: \$9,995.00  
Pay to the order of: Patton Creek Association, Inc.  
Mailing Address: 700 Patton Chapel Way  
Birmingham, AL 35226

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

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

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Oct-29-2014-980

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: October 3, 2014  
Purpose: Payment to Oakmont Presbyterian Church for acquired right of way - 0.092 acres, more or less and the temporary construction easement contains 0.063 acres more or less (site address) – 1817 Patton Chapel Road  
Project No. STPBH-7020(601) - Patton Chapel Rd - Ph. III – Tr. 49 Agent: Alan K. Dodd  
Price: \$33,445  
Pay to the order of: Oakmont Presbyterian Church  
Mailing Address: 1817 Patton Chapel Road  
Birmingham, AL 35226



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

Check Delivery Code 84

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

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Oct-29-2014-981

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Concurrence of Award Letter to the Alabama Department of Transportation agreeing to award a contract to Dunn Construction, Inc. for resurfacing and traffic stripping on Deerfoot Parkway for I-59 Interchange to the junction of Old Springville Road.

CONCURRENCE OF AWARD LETTER

October 7, 2014  
Mr. Edward N. Austin, P.E.  
State Innovative Programs Engineer  
Alabama Department of Transportation  
1409 Coliseum Boulevard  
Administrative Building, Room 110  
Montgomery, AL 36110 2060

RE: ACAA62032-ATRP (003); ATRIP 37-03-56  
Resurfacing and traffic stripe on Deerfoot Parkway  
From the I-59 Interchange to the junction of Old Springville Road

Dear Mr. Austin:

This is to advise that the Jefferson County Commission concurs in the award of the contract to Dunn Construction Company, Inc., Birmingham, AL for the construction of the referenced project.

Also attached is the County's check in the amount of \$218,444.00 for the County's participation in this project.

Sincerely,  
David Carrington, President  
Jefferson County Commission

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

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Oct-29-2014-982

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Roads & Transportation be granted permission, at the request from the Birmingham Water Works Board, to temporarily close Pine Hill Road between Springdale Road and Alabama Highway 79 to repair a leaking 60" raw water main underneath Pine Hill Road for up to two (2) weeks beginning Monday, November 17, 2014.

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

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

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Oct-29-2014-983

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Roads & Transportation be granted permission to temporarily close Acton Road near Alta Vista Circle between Camp Horner Road and I-459 to remove and replace a drainage culvert to begin and be completed Saturday, November 15, 2014

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

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

Oct-29-2014-984

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Roads & Transportation be granted permission to temporarily close Abernathy Road adjacent to its southwest intersection with Eastern Valley Road to remove and replace a drainage culvert to begin and be completed, Saturday, November 15, 2014.

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

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

Oct-29-2014-985

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 1 to the Agreements between Jefferson County, Alabama, by and through the Office of Senior Citizen Services and the following to provide funding for the operation of senior citizen centers for FY2014-2015 in the amount of \$10,000 each.

- Jefferson County Committee for Economic Opportunity – Hoopersville
- Jefferson County Committee for Economic Opportunity – St. Joseph
- Jefferson County Committee for Economic Opportunity – Midfield
- Titusville Development Corporation
- City of Homewood
- City of Trussville
- Positive Maturity – Shepherd Center East
- Bessemer Housing Authority

CONTRACT AMENDMENT NO. 1

This Amendment to Contract entered into this 1<sup>st</sup> day of October, 2013 between Jefferson County, Alabama by and through the Jefferson County Office of Senior Citizens Services (OSCS) hereinafter referred to as "the County" and \_\_\_\_\_, referred to as the "Agency".

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Agency wishes to amend the Contract.

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

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

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

The dates for the center holiday are as follows:

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

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

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

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

AGENCY

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

Contract ID: CON-00006195

Alabama Department of Senior Services

WHEREAS, Jefferson County, Alabama has contracted with the Alabama Department of Senior Services (ADSS) in an effort to provide services to older Americans in Jefferson County as outlined under the Older Americans Act; and

WHEREAS, the agreement between the parties that was approved by the Jefferson County Commission on June 26, 2014 at M.B. 166, Pg. 422-424; and

WHEREAS, the term of the grant award is April 1, 2014 through March 31, 2015; and

WHEREAS, Alabama Department of Senior Citizens Services has modified the PAYMENT clause of the State Health Insurance Assistance Program (SHIP) Basic Grant Agreement to include an additional amount of \$9,921.00.

WHEREAS, the total SHIP grant funds for the grant period is \$89,101.00; and

NOW, THEREFORE BE IT RESOLVED by the Jefferson County Commission to accept this additional grant amount of \$9,921.00 to devise new outreach strategies and partnerships in the county of Jefferson to increase the number of clients served, presentations, screenings for programs and services, and meet the Minimum Attainment Threshold (MAT) for Jefferson County.

BE IT FURTHER RESOLVED by the Jefferson County Commission that the Finance Director is hereby authorized and directed to receive and receipt the grant funds accordingly.

GRANT AGREEMENT AMENDMENT

This is an AMENDMENT to the existing GRANT AGREEMENT between the Alabama Department of Senior Services and the Office of Senior Citizens Services for modification of the PAYMENT clause of the SHIP Basic Grant Agreement Budget Year April 1, 2014-March 31, 2015 as follows:

PAYMENT: Total funds for the grant period shall not exceed \$89,101.00.

The grantee will be required to devise new outreach strategies and partnerships in the county of Jefferson to increase the number of clients served, presentations, screenings for programs and services, and meet the Minimum Attainment Threshold (MAT) for this county.

All other provisions of said GRANT AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT as of the dates appearing next to their signatures.

THE ALABAMA DEPARTMENT OF SENIOR SERVICES

Neal Morrison, Commissioner

Todd Russell

(for Legal Compliance/Form)

\_\_\_\_\_, Executive Director

W.D. Carrington, Commission President

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

WHEREAS, Jefferson County, Alabama has contracted with Senior Services America, Inc. (SSAI) in an effort to provide employment services opportunities to older Americans in Jefferson County as outlined under the grant agreement; and

WHEREAS, the Grant Agreement is entered into by and between Jefferson County through the Office of Senior Citizens Services (hereafter referred to as the Grantee) and SSAI to provide job skills training and employment opportunities for eligible individuals 55 years of age and older; and

WHEREAS, the term of the Grant Agreement is July 1, 2014 through June 30, 2015; and

WHEREAS, the funds for this Grant Agreement period shall not exceed \$601,514.00; and

WHEREAS, these are Federal dollars and requires non-federal match \$78,037.00; and

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION to accept this grant funding in the amount of \$679,551.00 to provide services as outlined under the SSAI Grant Agreement 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 any subsequent documents received necessary for acceptance of these funds and that the Finance Director is hereby authorized and directed to receive and receipt the grant funds accordingly.

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

Bowman, Brown, Carrington, Knight and Stephens.

\_\_\_\_\_  
Oct-29-2014-988

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Joy Ann Perry is hereby denied.

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

\_\_\_\_\_

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

Oct-29-2014-989

AMT Medical Staffing

WHEREAS, Jefferson County, Alabama has contracted AMT Staffing Services in an effort to provide temporary personnel to fill critically as-needed positions in Jefferson County until Merit System candidates can be hired and thus continue to provide services to the citizens of Jefferson County; and

WHEREAS, Jefferson County Commission initially capped the contract amount for services at \$200,000.00 on January 30, 2014; and

WHEREAS, Jefferson County is dependent upon temporary staffing agencies to assist with its service to its citizens; and

WHEREAS, the current cap of \$200,000.00 for the AMT Staffing contract is inadequate to continue current operations; and

WHEREAS, Jefferson County needs approval to spend an additional \$203,388.52 on the AMT Staffing Contract; and

WHEREAS, Jefferson County has money in its budget for temporary staffing contractual services and does not require "new money".

NOW, THEREFORE BE IT RESOLVED by the Jefferson County Commission that the current cap of \$200,000.00 for the AMT Medical Staffing is increased by an additional \$203,388.52, and Jefferson County is hereby authorized to spend said amount for staffing services.

BE IT FURTHER RESOLVED by the Jefferson County Commission that the Chief Financial Officer is hereby authorized and directed to issue payment to AMT Medical Staffing for services provided.

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

\_\_\_\_\_

Thereupon the Commission Meeting was recessed.

\_\_\_\_\_

The Commission Meeting was adjourned without further discussions or deliberations.

\_\_\_\_\_  
President

ATTEST

\_\_\_\_\_  
Minute Clerk