

STATE OF ALABAMA)

JEFFERSON COUNTY) July 24, 2014

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

District 2 - Sandra Little Brown

District 3 - James A. (Jimmie) Stephens

District 4 - Joe Knight

District 5 - David Carrington

Motion was made by Commissioner Stephens seconded by Commissioner Brown that the Minutes of July 10, 2014, be approved. Voting "Aye" Stephens, Brown, Carrington and Knight.

The Commission met in Work Session on July 22, 2014, and approved the following items to be placed on the July 24, 2014, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Items 1 through 4.
- Commissioner Brown, Community Service and Roads and Transportation Committee Items 1 through 13, an additional five (5) items for Community Development and an additional seven (7) items for OSCS.
- Commissioner Carrington, Administrative Services Committee - Items 1 through 22.
- Commissioner Knight, Land Planning and Development Services, Emergency Management Agency, Board of Registrars and Courts, Inspection Services Committee Items 1 through 8 and an additional item for Circuit Court.
- Commissioner Stephens, Finance & Information Technology Committee Items 1 through 27 excluding Item 17.

A Public Hearing was held to receive comments on the request from Graham & Company, LLC for vacation of sanitary sewer right of way at the Veteran's Administration Clinic. There being no comments, the Commission took the following action.

Jul-24-2014-581

WHEREAS, Graham & Company, LLC is/are the owner(s) of the land abutting the following described dedicated easements, situated in Jefferson County, Alabama, to-wit:

Description of Property to be Vacated:

A 20.00 foot wide Sanitary Sewer Easement, said easement being 10.00 foot wide on both sides of a centerline and being situated in the Southwest 1/4 of Section 31, Township 17 South, Range 2 West, Jefferson County, Alabama, being more particularly described as follows:

Commence at the Northwest corner of Lot 1, Block 229, According to the Resurvey of Block 229 Birmingham, as Recorded in Map Book 123, Page 47, in the Probate Office of Jefferson County Alabama, said point lying at the Intersection of 7th Avenue South, and 24th Street; Thence run along the westerly line of said Lot 1, and The easterly right-of-way line of 24th Street for 200.59' feet to the Point of Beginning of a 20' sanitary sewer easement lying 10 feet each side of, parallel to and abutting the following described line; Thence turn 89 41'29" left and run northeasterly for 331.38 feet to the end point of said easement centerline.

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

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

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

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

A Public Hearing was held to receive comments on the request from Saint Cecilia Congregation for vacation of sanitary sewer right of way Milner Heights Sanitary Sewer, a/k/a St. Rose Academy Resurvey No. 2. There being no comments, the Commission took the following action.

Jul-24-2014-582

WHEREAS, Saint Cecilia Congregation is/are the owner(s) of the land abutting the following described dedicated easements, situated in Jefferson County, Alabama, to-wit:

Description of Property to be Vacated:

A sanitary sewer easement lying across Lot 2-A according to Saint Rose Academy Resurvey as recorded in Map Book 214 Page 19 in the Probate Office of Jefferson County, Alabama and being more particularly described as follows:

Commence at the northeast corner of Lot K of said survey and run southerly along the westerly right of way of 23rd Street South for 103.92 feet for the Point of Beginning of a sanitary sewer easement lying within a 50-foot wide strip lying easterly of and abutting the following described line; thence continue southerly along the vacated right of way of 23rd Street South a distance of 285 feet, more or less, to a southerly line of Lot 2-A and the end of said vacation.

Less and except any part lying within the sanitary sewer right of way described in Deed Bk: LR201318 page 3730 as recorded in the Probate Office of Jefferson County, Alabama.

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

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

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

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

Jul-24-2014-583

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the General Retirement System take the following action:

Michael Theros, Sheriff's Office was granted a military leave of absence from June 11,2014 to June 16, 2014, and the amount of pension contributions due Michael Theros is \$41.53 plus the County matching contributions of \$41.53 for a total of \$83.06.

Jonathan Lowe, Sheriff's Office was granted a military leave of absence from April 7, 2014 to April 23, 2014, and the amount of pension contributions due Jonathan Lowe is \$122.62 plus the County matching contributions of \$122.62 for a total of \$245.24.

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

Jul-24-2014-584

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby acknowledges its understanding of the following described matter and approves or ratifies the action of LORREN OLIVER as Director of the Personnel Board of Jefferson County.

Invoice Number 9007101295 with Perceptive Software to provide maintenance and support for the imaging and document retrieval system for Fiscal Year 2014/2015 in the amount of \$16,897.

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

Knight, Stephens, Brown and Carrington.

Jul-24-2014-585

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

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

Jul-24-2014-586

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the property damage claim by Lashandra Gipson has been denied.

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

Jul-24-2014-587

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the plumber reimbursement claim of Dayle King in the amount of Five Thousand Two Hundred Fifty and no/100 (\$5,250.00) 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 Dayle King in the amount of \$5,250.00 and forward it to the County Attorney for disbursement.

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

Jul-24-2014-588

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Dwight Baylor in the amount of Tow Thousand Two Hundred Forty Nine and 82/100 (\$2,249.82) 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 Dwight Baylor in the amount of \$2,249.82 and forward it to the County Attorney for disbursement.

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

Jul-24-2014-589

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Peyton Norville in the amount of Ten Thousand One Hundred Six and 81/100 (\$10,106.81) 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 Peyton Norville in the amount of \$10,106.81 and forward it to the County Attorney for disbursement.

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

Jul-24-2014-590

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Mark House in the amount of Twelve Thousand Two Hundred Twenty Three and 53/100 (\$12,223.53) 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 Mark House in the amount of \$12,223.53 and forward it to the County Attorney for disbursement.

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

Jul-24-2014-591

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Tim Carroll, Jr. in the amount of Nineteen Thousand Two Hundred Forty Six and 15/100 (\$19,246.15) 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 Tim Carroll, Jr. in the amount of \$19,246.15 and forward it to the County Attorney for disbursement.

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

Jul-24-2014-592

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be and hereby is authorized to execute Amendment No. 2 to the Software Support Agreement for the Info EAM Enterprise Edition SQL Asset Management between Jefferson County, Alabama and Infor Global Solutions, Inc.

CONTRACT NO.: 0248

Contract Amendment 2

Amendment to the Contract between Jefferson County, Alabama, and Infor Global Solutions (Michigan), Inc for "Support Agreement-Infor EAM Enterprise Edition SQL Asset Management Software".

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

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

The original contract between the parties referenced above was approved by the Jefferson County Commission on June 22, 2010 and recorded in the MB 160, Page 107, is hereby amended as follows:

AMEND TERM: June 22, 2014 - June 21, 2015

AMEND COMPENSATION: Compensation for Infor EAM Enterprise Edition-SQL maintenance support during period June 22, 2014-June 21, 2015 will be \$5,251.91.

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

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

Jefferson County Commission

CONTRACTOR

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute an Amendment #1 to the Agreement to Provide Engineering Services for Collection System Asset Management Program between Jefferson County, Alabama and Hazen & Sawyer, P.C. This Amendment increases the contract value by \$625,000.00 to an amended total of \$3,551,000.00.

AMENDMENT NO. 1
TO AGREEMENT TO PROVIDE
ENGINEERING SERVICES FOR
COLLECTION SYSTEM ASSET MANAGEMENT PROGRAM

This is an Amendment to the Contract by and between Jefferson County, Alabama through the Environmental Services Department, hereinafter called "the OWNER" and Hazen and Sawyer, P.C., hereinafter called "the CONSULTANT" to provide engineering services related to the Collection System Asset Management Program.

WITNESSETH:

WHEREAS, the OWNER agrees that additional work was necessary to complete the program under the provisions of ARTICLE IV – MISCELLANEOUS PROVISIONS, SECTION 1 – CHANGES OF WORK; and

WHEREAS, the OWNER desires to amend the contract; and

WHEREAS, the CONSULTANT wishes to amend the contract.

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

The agreement between the parties which was approved by the Jefferson County Commission on February 14, 2012, is hereby amended as follows:

I. AMENDMENT TO ARTICLE I – SCOPE OF WORK

Amend Article I – Scope of Work, Section 1 – Obligation of the CONSULTANT to the OWNER to include the following engineering services:

1. Design of an additional 27,000 Linear Feet of Gravity Sewer. This additional footage shall include replacing existing defective sewers, structurally unsound sewers, sewers with existing sags, and upsizing of capacity limited sewer sections. This additional design shall include any required surveys that are not performed by the OWNER.
2. Lincoln Avenue – The subject gravity sewer line will be replaced to upsize the capacity limited sewer line and eliminate siphons and improve long term reliability. The new gravity sewer line will be approximately 6,800 linear feet in length and include 8-inch and 20-inch ductile iron sewer and 15-inch PVC sewer. This task also includes part-time inspection (approximately half time) assuming this contract and Contract A run in parallel and that the inspector for Contract A can assist with inspection services as needed.
3. Chapel 2 Rehabilitation Design – The pump station that serves this area has had Sanitary Sewer Overflows and the gravity sewer that discharges into the pump station is in need of rehabilitation to reduce the volume of infiltration and inflow (I/I). JCESD will provide the CCTV data and the Consultant will design the rehabilitation project. The goal is to include this design in Contract A.
4. Emergency Manhole Repair – This task includes the design of emergency repairs to six (6) manholes upstream from Hackberry Lane that were damaged during the flooding of April 6, 2014.
5. Construction Services – This task provides additional engineering services during construction for the pilot construction project. The original pilot construction project was anticipated to take 6 months. Due to the size of the pilot area and deficiencies, the pilot project construction projects (Contract A and B) will now have a construction period of 11 months. This task provides additional inspection services and construction administration for the added construction duration.
6. Eastern Valley Road Forcemain Replacement – This task replaces the existing forcemain with an HDPE forcemain due to numerous forcemain breaks and the resulting Sanitary Sewer Overflows (SSOs). The existing 6-inch forcemain was constructed of Ductile Iron Pipe (DIP) which is susceptible to corrosion from sewer gases (H₂S) unless the pipe is specially coated to prevent corrosion. The exiting DIP is corroding to the point that it is breaking on a fairly regular basis. The replacement project was initiated to replace the known problem areas with High Density Polyethylene (HDPE) pipe which is more suitable for transporting sewage and the resulting sewer gases.
7. Construction Practices Evaluation – This task is to evaluate and make recommendations to improve the efficiency of the Construction Group with the goal of making the Construction Group more productive. This task does not include Construction Training.
8. 2014 TVI Assistance – This task is needed to CCTV areas with a high likelihood of infiltration and inflow (I/I). This task will include preparation of plans and specifications, limited construction administration, and quality control evaluations. No inspection services will be provided. .

I. AMENDMENT TO ARTICLE II – TIME OF BEGINNING AND COMPLETION

Amend Article II – Time of Beginning and Completion as follows:

- 1. Exhibit C shall be modified to reflect the following:

The Contract time shall be extended from 36 months to 43 months or until September 14, 2015.

I. AMENDMENT TO ARTICLE III – PAYMENT

Amend Article III – Payment, Section 1 as follows:

- 1. In consideration of the change in the Scope of Work of the project as described by this AMENDMENT, the contract amount shall be increased by \$625,000 to a revised maximum engineering cost of \$3,551,000.00.

ARTICLE VI

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures, Hazen and Sawyer, P.C., on the ____ day of _____, 2014, and the OWNER on the _____ day of _____, 2014.

HAZEN AND SAWYER, P.C.

Ronald Taylor, Vice- President

RECOMMENDED:

ENVIRONMENTAL SERVICES DEPARTMENT

David Denard, Director

APPROVED:

JEFFERSON COUNTY, ALABAMA

W.D. Carrington, President

Jefferson County Commission

ATTEST:

Minute Clerk

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

Jul-24-2014-594

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 \$13,500.00 to provide engineering services for the Electrical Feeder to Pump Station #1 at the Prudes Creek WWTP.

AGREEMENT

To Provide Professional Engineering Services For The Electrical Feeder to Remote Lift Station from Prudes 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 installation of an electrical feeder to a remote lift station from the Prudes Creek Wastewater 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. Provide new 480V-3-phase power feeder from the Prudes Creek WWTP facility to an existing pumping station (with two 25HP pumps) approximately 1,600 feet away, in PVC conduit (no concrete encasement) with Quazite-type in-grade pullboxes as required.
- 2. Provide new breaker within existing Prudes Creek main switchgear or main MCC to supply the new feeder.

3. Provide new dry-type transformer with associated primary and secondary overcurrent protection/disconnects at remote pumping station as required to provide the required service voltage.

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 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.
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.

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. Design of new site lighting, emergency or standby power generation systems or SCADA system interconnections, instrumentation, etc.
2. Design of mechanical improvements or modifications to the existing lift station or WWTP process equipment.
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 Seven thousand five hundred dollars (\$7,500.00). 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 Six Thousand Dollars (\$6,000.00). 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.

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

2. 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 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, Inc. on the _____ day of _____, 2014, and the 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:

JEFFERSON COUNTY COMMISSION

Minute Clerk

W.D. Carrington, President

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

Jul-24-2014-595

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 \$57,000.00 to provide engineering \$2,249.82 designs for the construction of a new screening removal system and construction engineering services to ensure the constructed system is built and operates in conformance with the design. (Warrior WWTP)

AGREEMENT

To Provide Professional Engineering Services For The
Screenings Improvements at Warrior Wastewater Treatment Plant
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 installation of screening improvements at the Warrior 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 installation of screening improvements at the Warrior River Wastewater Treatment Plant.

SECTION 1 - OBLIGATION OF CONSULTANT TO THE COUNTY

The CONSULTANT will perform the following engineering services:

Design Services

1. Performance of field surveys for engineering design; not property surveys for easements or conveyance of ownership
2. Site visits to the Warrior Wastewater Treatment Plant and to discuss issues with facilities staff.
3. Evaluation of screenings alternatives to include new screening equipment and/or screenings conveyance equipment.
4. Development of recommendations and cost estimates for screenings improvements.
5. Preparation of design report and estimates of probable cost of construction
6. Detailed design of screenings improvements
7. A maximum of two (2) design meetings with the COUNTY's staff concerning the project design.
8. Preparation of Plans, Specifications and Contract Documents
9. Review of Plans and Specifications with the COUNTY and/or the person designated by the COUNTY to act in such review capacity

10. Furnishing to the appropriate agencies and other governmental agencies having jurisdiction, the number of sets of Plans and Specifications required for review purposes

11. 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 90 day construction period. During the progress of the construction work the CONSULTANTS will furnish the following services:

1. The CONSULTANT will furnish 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. Assist COUNTY in coordination of submission of CONSULTANT and CONTRACTOR invoices and CONTRACTOR payroll information.

5. Review and forward to the COUNTY one (1) copy each of shop drawings, equipment drawings, material specifications and working drawings submitted by the Contractor

6. Review and forward to the COUNTY one (1) copy each of laboratory, shop and mill test reports submitted by the Contractor

7. 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;

8. Prepare and present to the COUNTY for payment the periodic and final estimates of work performed on the project

9. Prepare a "punch list" of items of work, if any, to be corrected by the Contractor

10. Prepare for submittal to the COUNTY a final report on the Project.

Specifically excluded in the scope of work under this AGREEMENT is 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 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 Thirty-two thousand dollars (\$32,000.00). This contract amount shall not be exceeded except by formal amendment to this agreement.

For the work contemplated under Article I, Section 1, 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 Twenty-five Thousand Dollars (\$25,000.00). 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.

1. 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.

2. 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 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, Inc. on the _____ day of _____, 2014, and the COUNTY on the _____ day of _____, 2014.

Krebs Engineering, Inc.

Gary L. Huffman, Senior 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 Knight seconded by Commissioner Stephens that the above resolution be adopted. Voting "Aye" Knight, Stephens, Brown and Carrington.

Jul-24-2014-596

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute the Agreement to Provide Professional Engineering Services for Arc Flash Engineering Services at the Al Seier Pump Station between Jefferson County and CDM Smith, Inc. with cost not to exceed \$40,000.00.

AGREEMENT TO PROVIDE
PROFESSIONAL ENGINEERING SERVICES
FOR Arc Flash Engineering Services at the Al Seier Pump Station

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

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

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

ARTICLE I – SCOPE OF WORK

CONSULTANT shall model the electrical distribution system and provide an arc flash study of the Al Seier Pump Station. The scope of this work is described in detail in Attachment A.

SECTION 1 – OBLIGATION OF CONSULTANT TO OWNER

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

SECTION 2 – OBLIGATION OF OWNER TO THE CONSULTANT

It is understood that the OWNER will:

1. Furnish requirements for the project and provide full information as to its requirements for the project.
2. Assist the CONSULTANT by placing at their disposal all available information pertinent to the project, including previous reports and any other data relative to the project.
3. Designate a project manager to coordinate CONSULTANT's work and to assist as OWNER's representative with respect to the work to be performed under this AGREEMENT.
4. Examine studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the CONSULTANT and render decisions in writing pertaining thereto within a reasonable time so as not to delay the services of the CONSULTANT.

5. Guarantee legal access to and make all provisions for the CONSULTANT to enter upon public and private lands as required for the CONSULTANT to perform the work under this AGREEMENT.
6. Give prompt written notice to the CONSULTANT whenever the OWNER observer's or otherwise becomes aware of any defect in the project.
7. Assume all costs of archaeological and vegetative studies, if required.
8. Assume all costs of public hearings, if required.
9. OWNER 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 outlined in the scope of work will be held at the reasonable request of either the OWNER or the CONSULTANT to discuss matters pertinent to any phase of the project.
2. Requests for visits to the site may be made by the OWNER or the CONSULTANT in conjunction with any other party or parties.

ARTICLE II – TIME OF BEGINNING AND COMPLETION

- A. The CONSULTANT agrees to start work on the professional services outlined under Article I of this AGREEMENT within ten (10) days after receipt of written notice from the OWNER to proceed. The OWNER will not notify the CONSULTANT to commence work until this AGREEMENT has been formally approved by both parties.
- B. The work shall be completed within 150 calendar days of receipt of Notice to Proceed. Should delays attributable to causes beyond the control of the CONSULTANT be encountered, the OWNER may adjust the amount of this contract by amendment, so as to reflect the cost of additional expense items and additional fee, if any, arising from the change.
- C. In case the COUNTY deems it advisable or necessary in the execution of the work to make any alteration which will increase or decrease the scope of work outlined in this AGREEMENT, the time limits specified herein may be adjusted in accordance with Article IV, Section 1.
- D. The Contract shall remain in full effect until completion of the Scope of Work and acceptance of final payment by the CONSULTANT, up to the maximum term allowed by law.

ARTICLE III – PAYMENT

SECTION 1 – FEE

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

For the work contemplated under Article I, Section 1, compensation shall be computed on the basis of a Cost Not to Exceed amount to be paid based on man-hours and other expenses incurred at the schedule of standard charges attached as Attachment C. The contract shall include a maximum cost of forty thousand and two hundred dollars (\$40,000.00) as further defined in Attachment B.

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

SECTION 2 – FINAL ACCEPTANCE

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

ARTICLE IV – MISCELLANEOUS PROVISIONS

SECTION 1 – CHANGES OF WORK

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

and an equitable reduction in the CONSULTANT'S fee or cost ceiling will be made on a proportionate basis.

SECTION 2 – OWNERSHIP OF ENGINEERING DOCUMENTS

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

SECTION 3 – CONSULTANT'S ENDORSEMENT

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

SECTION 4 - DELAYS AND EXTENSIONS

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

SECTION 5 – TERMINATION OR ABANDONMENT

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

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

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

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

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

SECTION 6 – TERMINATION OF CONTRACT FOR BREACH

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

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

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

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

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

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

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

SECTION 7 – CONTROVERSY

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

SECTION 8 – RESPONSIBILITY FOR CLAIMS AND LIABILITY

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

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

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

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

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

SECTION 9 - GENERAL COMPLIANCE WITH LAWS

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

SECTION 10 - SUBLETTING, ASSIGNMENT OR TRANSFER

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

SECTION 11 - EMPLOYMENT OF OWNER WORKERS

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

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

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

SECTION 12 – CONTROL

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

SECTION 13 - CONDITIONS AFFECTING WORK

1. The CONSULTANT shall be responsible for having taken steps reasonably necessary to ascertain the nature, location, scope and type of work hereunder and the general and local conditions which can affect the work or the cost hereof. Any failure by the CONSULTANT to do so will not relieve him from responsibility for successfully performing the work without additional expense to the OWNER. The OWNER

assumes no responsibility for any understanding or representation by any of its officials or agents prior to the execution of this AGREEMENT, unless such understandings or representation by the OWNER are expressly stated herein. The CONSULTANT and subcontractor shall maintain all books, documents, papers, accounting records and other evidences pertaining to costs incurred for this project, and to make such material available at their respective offices at all times during the contract period and for three (3) years from the date of final payment of the OWNER funds under the terms of the contract, for inspection by the OWNER, or any authorized representative of the OWNER, and copies thereof shall be furnished if requested.

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

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

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

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

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

SECTION 14 - GOVERNING LAW/DISPUTE RESOLUTION

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

ARTICLE V

SECTION 1 - EXECUTORY CLAUSE

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

ARTICLE VI

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures: CONSULTANT on the ____ day of _____ 2013,
Christopher Provost, P.E.

CDM Smith, Senior Vice President

and the OWNER on the ____ day of _____ 2013.

RECOMMENDED:

Environmental Services Department

David Denard, Director of Environmental Services

APPROVED:

Jefferson County, Alabama

W.D. Carrington, President

Jefferson County, Commission

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

Jul-24-2014-597

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute an Agreement to provide for the repair of facilities located at the Shades Valley WWTP, Newfound Number 1 Pump Station, and Five Mile Creek WWTP between Jefferson County Environmental Services Department and Murray Building Company, Inc.

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

Jul-24-2014-598

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute Contract Amendment No. 3 for renewal of Professional Services with Humana Specialty Benefits, owned by Humana, Inc. which provides voluntary group vision insurance coverage to participating employees of Jefferson County. Said Contract is for one year from October 1, 2014 to September 30, 2015. Monthly insurance premiums for FY 2014/2015 are as follows:

- Single \$6.34
- Single +1 \$12.68
- Family \$18.62

Renewal rates are guaranteed through September 30, 2016 allowing the County the option to extend the contract for one additional year.

AMENDMENT TO CONTRACT N0.3

This Amendment to Contract entered into this 1st of July, 2014 by and between Jefferson County, Alabama through the Human Resources Department (hereinafter referred to as the "Jefferson County Commission") and Humana Specialty Benefits (hereinafter referred to as the "Contractor").

WITNESSETH:

WHEREAS, the Jefferson County Commission 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 entered into on the 1st day of October, 2011 for Contractor to provide voluntary vision insurance to employees, which was approved by the Jefferson County Commission and recorded in Minute Book 168, Page 162 on August 30, 2011 is hereby amended as follows:

Item 3: Amend the Terms of Agreement paragraph to renew the terms of the agreement for an additional twelve (12) months as follows: This Contract will be effective October 1, 2014 and end September 30, 2015.

All other terms and conditions of said contract remains as written.

Jefferson County, Alabama
W.D. Carrington, President
Jefferson County Commission

CONTRACTOR

_____, Authorized Representative
Humana Specialty Benefits

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

Jul-24-2014-599

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute Contract Amendment No. 1 for renewal of Professional Services with Total Administrative Services Corporation (formerly Chappelle Consulting Group - BenefitElect) which provides flexible benefits plan administration services for the employees of Jefferson County. Employee contributions to the Medical Reimbursement, Dependent Care, and Outside Medical Premiums spending accounts will be payroll

deducted on a bi-weekly and semi-monthly basis. Said renewal of contract is for one year from October 1, 2014 to September 30, 2015 at a flat rate of \$4.42 per participating employee per month.

AMENDMENT TO CONTRACT NO.1

This Amendment to Contract entered into this 1st of July, 2014 by and between Jefferson County, Alabama through the Human Resources Department (hereinafter referred to as the "Jefferson County Commission") and Total Administrative Services Corporation (TASC), formerly Chappelle Consulting Group, (hereinafter referred to as the "Contractor").

WITNESSETH:

WHEREAS, the Jefferson County Commission 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 entered into on the 1st day of October, 2011 for Contractor to provide Flexible Benefits Plan Administration services, which was approved by the Jefferson County Commission and recorded in Minute Book 162, Pages 225 - 230 on September 27, 2011 is hereby amended as follows:

Item 3: Amend the Terms of Agreement paragraph to renew the terms of the agreement for an additional twelve (12) months as follows: This Contract will be effective October 1, 2014 and end September 30, 2015.

All other terms and conditions of said contract remains as written.

Jefferson County, Alabama
W.D. Carrington, President
Jefferson County Commission

CONTRACTOR:

Cindi Schmidt, Director Compliance
Total Administrative Services Corporation (TASC)

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

Jul-24-2014-600

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute a Contract for Professional Services with Total Administrative Services Corporation (formerly Chappelle Consulting Group) which provides COBRA Administration Services for the employees of Jefferson County. Said Contract is for one year from October 1, 2014 to September 30, 2015 at a rate of \$4.85 per event.

AMENDMENT TO CONTRACT NO. 1

This Amendment to Contract entered into this 1st day of July, 2014 by and between Jefferson County, Alabama through the Human Resources Department (hereinafter referred to as the "Jefferson County Commission") and Total Administrative Services Corporation (TASC), formerly Chappelle Consulting Group, (hereinafter referred to as the "Contractor").

WITNESSETH:

WHEREAS, the Jefferson County Commission 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 entered into on the 1st day of October, 2011 for Contractor to provide COBRA Administration services, which was approved by the Jefferson County Commission and recorded in Minute Book 162, Pages 188 -191 on September 13, 2011 is hereby amended as follows:

Item 3: Amend the Terms of Agreement paragraph to renew the terms of the agreement for an additional twelve (12) months as follows: This Contract will be effective October 1, 2014 and end September 30, 2015.

All other terms and conditions of said contract remains as written.

Jefferson County, Alabama
W.D. Carrington, President
Jefferson County Commission

CONTRACTOR:

Cindi Schmidt, Director Compliance

Total Administrative Services Corporation (TASC)

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

Jul-24-2014-601

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission does hereby consent to the Novation of the Personal Service Contracts by Chappelle Consulting to Total Administrative Service Corporation (TASC).

NOVATION OF THE ADMINISTRATIVE PERSONAL SERVICE CONTRACTS
FLEXIBLE SPENDING ACCOUNT AND COBRA CONTINUATION SERVICES

This Novation is made effective immediately, and affects the Personal Service Contract by and between Jefferson County Commission and Chappelle Consulting, Inc.

- A. WHEREAS, Jefferson County Commission entered into an Personal Service Contracts with Chappelle Consulting to obtain specified services for the benefit of the Jefferson County tax advantaged plans under the IRS Code and COBRA continuation services , and
- B. WHEREAS, Chappelle Consulting desires to complete this Novation of the Personal Service Contracts to Total Administrative Services Corporation ("TASC"), and TASC has agreed to be bound by the terms and conditions of the Personal Service Contracts; and,
- C. Jefferson County Commission consents to such Novation on the following terms.

NOW THEREFORE, the Parties hereto agree as follows:

- 1. All references to Chappelle Consulting in the Personal Service Contracts shall be replaced with "Total Administrative Service Corporation."
- 2. Jefferson County Commission hereby consents to the Novation of the Personal Service Contracts by Chappelle Consulting to TASC. TASC hereby agrees to assume the performance of all of the terms, obligations, covenants and conditions imposed on Chappelle Consulting under the Personal Service Contracts.

All other terms and conditions of the original Personal Service Contracts shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Novation to be duly executed as of the date of this Novation by their respective duly authorized offices.

JEFFERSON COUNTY COMMISSION
W.D. Carrington, President

TOTAL ADMINISTRATIVE SERVICE CORPORATION
Cindi Schmidt, Director Compliance

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

Jul-24-2014-602

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be and hereby is authorized to execute Contract Amendment No. 1 for renewal of Professional Services with Dearborn National Life Insurance Company which provides Basic Group and Accidental Death and Dismemberment, and Voluntary Life th and Dismemberment Insurance services for the employees of Jefferson County. Said Contract is for one year from October 1, 2014 to September 30, 2015. Rates for FY 2014/2015 are as follows:

- JCC paid group life, \$50K/employee \$0.19 per 1,000
- JCC paid AD&D, \$50K/employee \$0.02 per 1,000
- Employee paid voluntary life Premiums vary based an age
- Employee paid voluntary single AD&D \$0.028 per 1,000
- Employee paid voluntary family AD&D \$0.042 per 1,000

Renewal rates are guaranteed through September 30, 2017 allowing the County the option to extend the contract for two additional years.

AMENDMENT TO CONTRACT No.1

This Amendment to Contract entered into this 1st of July, 2014 by and between Jefferson County, Alabama through the Human Resources Department (hereinafter referred to as the "Jefferson County Commission") and Dearborn National (hereinafter referred to as the

"Contractor").

WITNESSETH:

WHEREAS, the Jefferson County Commission 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 entered into on the 1st day of October, 2011 for Contractor to provide County-paid Basic Life and Accidental Death and Dismemberment insurance and Employee-paid Basic Life and Accidental Death and Dismemberment insurance to full-time employees, which was approved by the Jefferson County Commission and recorded in Minute Book 162, Page 169 on August 30, 2011 is hereby amended as follows:

Item 3: Amend the Terms of Agreement paragraph to renew the terms of the agreement for an additional twelve (12) months as follows:
This Contract will be effective October 1, 2014 and end September 30, 2015.

All other terms and conditions of said contract remains as written.

Jefferson County, Alabama

W.D. Carrington, President

Jefferson County Commission

CONTRACTOR:

Gregory S. Benesh, Vice President

Chief Financial Officer

Dearborn National

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

Jul-24-2014-603

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be and hereby is authorized to execute Contract Amendment No. 1 for renewal of Professional Services with Behavioral Health Systems, Inc. which provides mental health - substance abuse managed care/employee assistance for the employees of Jefferson County. Said renewal of contract is for one year from October 1, 2014 to September 30, 2015 at the current rates.

Contract Amendment No. 1

This amendment to Contract entered into this 1st day of July, 2014 between Jefferson County, Alabama, hereinafter called "the County" and Behavioral Health Systems, Inc. hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, the County desires to amend the contract for Mental Health/Substance Abuse Managed Care/Employee Assistance Program Services; and

WHEREAS, the Contractor wishes to amend said Contract;

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

The Contract between the parties entered into on the 1st day of October, 2011 which was approved by the Commission and recorded in Minute Book 162 Pages 218 - 222 is hereby amended as follows:

Item 6. Amend the Term of Agreement paragraph as follows: The effective date of the Agreement is October 1, 2014 and its term is to September 30, 2015.

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

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

Jefferson County Commission

W.D. Carrington, President

CONTRACTOR:

Deborah Stephens

Behavioral Health Systems, Inc.

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

Jul-24-2014-604

BE IT RES LVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and ereby is, authorized to exercise option two and execute Contract Amendment No. 2 for renewal of Professional Services with Delta Dental Insurance Company which provides voluntary group dental insurance coverage to participating employees of Jeff rson County. Said Contract is for one year from October 1, 2014 to September 30, 2015.

Monthly insurance premiums are as follows for FY 2014/2015:

- Single \$20.06
- Single +1 \$39.10
- Family \$56.61

Contract Amendment No. 2 (Renewal)

This amendment to Contract entered into this 11th day of October, 2013, between Jefferson County, Alabama, hereinafter called "the County" and Delta Dental Insurance Company hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, the County desires to amend the contract for Voluntary Group Dental Insurance services; and

WHEREAS, the Contractor wishes to amend said Contract.

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

The Contract between the parties entered into on the 1st day of October, 2013 which was approved by the Commission and recorded in Minute Book.163 Pages 457 - 459 is hereby amended as follows:

Item 3. Amend the Terms of Work paragraph as follows: This contract will be effective October 1, 2014 and end September 30, 2015.

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

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

Jefferson County Commission

W. D. Carrington, President

CONTRACTOR:

Delta Dental Insurance Company

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

JEFFERSON COUNTY COMMISSION
Finance Department
Unusual Demands
7/24/2014

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	Doc No
DISTRICT 1	1000193	JEFFERSON CO TREASURER	WELDING MACHINE TIPS AND ASSORTED EXPENDABLE PARTS	GEN SVCS: ADMIN	269.22	1900080149
DISTRICT 1	1000193	JEFFERSON CO TREASURER	STAMPS FOR SEWER BILLING MAILOUT.	GEN SVCS: ADMIN	8.82	1900079910
DISTRICT 1	1000193	JEFFERSON CO TREASURER	IGNITION CONTROL FOR BLODGETT OVEN AT BH JAIL.	GEN SVCS: ADMIN	196.71	1900080086
DISTRICT 1	1000193	JEFFERSON CO TREASURER	DOOR CLOSURE FOR FORESTDALE SHERIFF SUB-STATION	GEN SVCS: ADMIN	149.25	1900080009
DISTRICT 1	1000193	JEFFERSON CO TREASURER	SUPPLIES FOR ELECTRICIANS FOR PARKING DECK PROJECT	GEN SVCS: ADMIN	355.98	1900079984
DISTRICT 1	1000193	JEFFERSON CO TREASURER	TWO BAGS OF THIN SET FOR BH JAIL.	GEN SVCS: ADMIN	19.98	1900080166
DISTRICT 1	1000193	JEFFERSON CO TREASURER	CONCRETE MIX FOR 2121 PARKING PROJECT.	GEN SVCS: ADMIN	59.85	1900080103
DISTRICT 1	1000193	JEFFERSON CO TREASURER	MATERIAL FOR WIRING PARKING GATE SWIPE BH JAIL.	GEN SVCS: ADMIN	81.46	1900080164
DISTRICT 1	1000193	JEFFERSON CO TREASURER	ACCIDENT REPORT FOR EMPLOYEE DURING ELECTIONS	GEN SVCS: ADMIN	5.00	1900079904
DISTRICT 1	1000193	JEFFERSON CO TREASURER	WHITE RKER BOARD FOR GENERAL SERVICES	GEN SVCS: ADMIN	23.60	1900080199
DISTRICT 1	1001600	HILB ROGAL & HAMILTON	RETROSPECTIVE ADJUSTMENT	GEN SVCS: ADMIN	388.00	1900080313
DISTRICT 1	1001600	HILB ROGAL & HAMILTON	RETROSPECTIVE ADJUSTMENT	GEN SVCS: ADMIN	20.00	1900080312
DISTRICT 1	1001600	HILB ROGAL & HAMILTON	RETROSPECTIVE ADJUSTMENT	GEN SVCS: ADMIN	40.00	1900080314
*DISTRICT 1					1,617.87	

DISTRICT 2	1000193	JEFFERSON CO TREASURER	HERBICIDE LICENSE RENEWAL - ROBERT RYAN	R&T: HWAY MAINT-BESS	90.00	1900079880
DISTRICT 2	1000193	JEFFERSON CO TREASURER	AIR CONDITIONER - CAMP KETONA	R&T: HIAY MAINT-KETONA	219.00	1900080290
DISTRICT 2	1000193	JEFFERSON CO TREASURER	MAGNETIC WRISTBANDS, FRIEGHT CHARGES FOR SHIPPING	R&T: TRAFFIC ENGINEERING	52.10	1900080195
DISTRICT 2	1000193	JEFFERSON CO TREASURER	TRAVEL REFUND FOR KEITH STROTHER	ECON DEV WFORCE INVEST	16.00	1900080155
DISTRICT 2	1000193	JEFFERSON CO TREASURER	FENCE HARDWARE - CAMP KETONA	R&T: HWAY MAINT-KETONA	43.79	1900080113
DISTRICT 2	1000193	JEFFERSON CO TREASURER	NAIL SHOTS FOR GUN, BLADES, PHONE FOR GUARD TOWER	R&T: HWAY MAINT-KETONA	246.98	1900080104
DISTRICT 2	1000193	JEFFERSON CO TREASURER	LAWNMOWER PARTS, BLADE BOLTS - CAMP BESSEMER	R&T: HWAY MAINT-BESS	142.71	1900080165
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CDL LICENSE RENEWAL FEE - CHARLIE GARRISON	R&T: HWAY MAINT-BESS	20.00	1900079905
DISTRICT 2	1000193	JEFFERSON CO TREASURER	NAILS & CONCRETE SHOTS - KETONA	R&T: HWAY MAINT-KETONA	157.15	1900079902
DISTRICT 2	1002006	JAMEY WOOD	TRAVEL REIMBURSEMENT - JAMEY WOOD	R&T: ADMIN	98.00	1900080288
DISTRICT 2	1002434	TRACY A PATE	TRAVEL REIMBURSEMENT - TRACY A. PATE	R&T: ADMIN	52.50	1900080287
*DISTRICT 2					1,138.23	
DISTRICT 3	1000193	JEFFERSON CO TREASURER	GARAGE SUPPLIES, WINDOW SWITCH, DOME LIGHT LENS	SHERIFF ENFORCE-BHAM	47.12	1900079882
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PETTY CASH-CLIPPERS FOR INMATE HAIR CARE	SHERIFF ENFORCE-BHAM	50.91	1900079883
DISTRICT 3	1000193	JEFFERSON CO TREASURER	WINDOW TINT/BINDING/COPIES	SHERIFF ENFORCE-BHAM	144.20	1900080105
DISTRICT 3	1000193	JEFFERSON CO TREASURER	LEVIES/DOG HARNESS/SWITCH	SHERIFF ENFORCE-BHAM	225.32	1900080106
DISTRICT 3	1000193	JEFFERSON CO TREASURER	STAPLE GUN & STAPLES	SHER CORRECT-BHAM	21.45	1900080107
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REVENUE-REIMB. MILEAGE-EXAMINERS (MAY)	REVENUE	272.97	1900079943
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REVENUE-REIM. POSTAGE-TITLE APP. REMITS (MAY)	REVENUE	90.61	1900079944
DISTRICT 3	1000193	JEFFERSON CO TREASURER	TRAVEL REIMB T. HODGE	BUDGET MANAGEMENT	9.53	1900080286
DISTRICT 3	1029545	COSTAR GROUP, INC.	DATA SUBSCRIPTION FOR APPRAISAL AND COURT USE	BD OF EQUAL - BHAM ST	5,463.55	1900080173
DISTRICT 3	1030145	GEORGE TABLACK	REIMBURSEMENT OF SAP LICENSE	FINANCE COLLC & RECOV	503.93	1900080292
DISTRICT 3	1030145	GEORGE TABLACK	REIMBURSEMENT FOR 6 AIRLINE TICKETS	FINANCE COLLC & RECOV	3,210.00	1900080293
*DISTRICT 3					10,039.59	
DISTRICT 4	1000193	JEFFERSON CO TREASURER	PETTY CASH REIMBERSEMENT FOR - MOTOROLA 911	GEN SVCS: COMM E911	28.23	1900079886
DISTRICT 4	1000193	JEFFERSON CO TREASURER	FOOD/SUPPLIES FOR RESIDENTS	YOUTH DET: SUPP SVCS	148.92	1900080277
DISTRICT 4	1000193	JEFFERSON CO TREASURER	TRAVEL REIMBURSEMENT	STORM WATER MG DEPT	16.61	1900079911
DISTRICT 4	1000193	JEFFERSON CO TREASURER	DOCKET BOOKS, BADGE, RUBBER STAMPS, ORANGE PAPER,	FC CLERKS OFFICE	441.35	1900080194
DISTRICT 4	1000193	JEFFERSON CO TREASURER	PETTY CASH FOR WATE BOOTH PRIZES	STORM WATER MGT DEPT	24.50	1900079892
DISTRICT 4	1000193	JEFFERSON CO TREASURER	PETTY CASH FOR MILEAGE	STORM WATER MGT DEPT	27.54	1900079893
DISTRICT 4	1000193	JEFFERSON CO TREASURER	2014 ASFPM MEMBERSHIP DUES - JEFFREY S GUNTER	LAND DEVELOPMENT	60.00	1900080145
DISTRICT 4	1000193	JEFFERSON CO TREASURER	PETTY CASH FOR MILEAGE	STORM WATER MGT DEPT	19.04	1900079894
DISTRICT 4	1000193	JEFFERSON CO TREASURER	EMA - POSTAGE & SIREN PARTS	EMA	631.85	1900079897
DISTRICT 4	1000193	JEFFERSON CO TREASURER	EMA-DR-4176 DONATED GOODS SUPPLIES & SERVER CABLE	EMA	598.75	1900080147
DISTRICT 4	1002825	ROBERT KEITH GULLEDGE	TRAVEL REIMBURSEMENT FOR KEITH	GEN SVCS: COMM E911	189.37	1900079887
DISTRICT 4	1020923	ALABAMA FIRE COLLEGE	13SMA - HOMEWOOD MEDIUM RESCUE	EMA	200.00	1900079912
DISTRICT 4	1030660	ANTHONY A WILLIAMS	SAFE ROOM REIMBURSEMENT - ANTHONY WILLIAMS	EMA	3,375.00	1900080151
DISTRICT 4	1030811	URBAN A SCHNEIDER	SAFE ROOM REIMBURSEMENT - URBAN SCHNEIDER	EMA	3,750.00	1900080100
*DISTRICT 4					9,511.16	
DISTRICT 5	1000193	JEFFERSON CO TREASURER	LUMBER, NAILS,CAMERA SHIPPING,KNEE PADS,CLAMPS,BAT	ES: ADMIN LINE MAINT	252.44	1900079462
DISTRICT 5	1000193	JEFFERSON CO TREASURER	HOSE CLAMPS	ES: LEEDS WWTP	3.66	1900079869
DISTRICT 5	1000193	JEFFERSON CO TREASURER	GLOVES, BALL BEARINGS,SEALS,VALVES, HOSE PARTS	ES: TRUSSVILLE WWTP	347.98	1900079837
DISTRICT 5	1000193	JEFFERSON CO TREASURER	DUPLEX 120VAC OUTLET W/LED;	ES: INSTRUMENT SHOP	457.24	1900080150
DISTRICT 5	1000193	JEFFERSON CO TREASURER	FIBER OPTIC ADAPTER	ES: LEEDS WWTP	6.69	1900080114
DISTRICT 5	1000193	JEFFERSON CO TREASURER	VALVE CLAMP PIPE RENEWAL TOOLS PAINT HVAC FITTINGS	ES: VALLEY CREEK WWTP	800.79	1900079918
DISTRICT 5	1000193	JEFFERSON CO TREASURER	STATE ELECTRICAL LICENSE RENEWAL	ES: PKAGE WWTP & PUMP STA	150.00	1900080101
DISTRICT 5	1000193	JEFFERSON CO TREASURER	REFRIGERANT TO RECHARGE A/C UNIT	ES: CAHABA RIVER WWTP	79.64	1900080115
DISTRICT 5	1000193	JEFFERSON CO TREASURER	KUNO FILTERS FOR AL SEIER PUMP STATION	ES: CAHABA RIVER WWTP	124.14	1900080116
DISTRICT 5	1000193	JEFFERSON CO TREASURER	MOTH BALLS;SCRAPPER;RAKE;REFLECT #S;BRUSH;INSECT	ES: FIVE MILE CREEK WWTP	340.71	1900079921
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CABLE;PIPE CAP;GREASE KIT;	ES: FIVE MILE MAINT SHOP	408.91	1900080162
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BLACK NITRILE GLOVES XL;	ES: FIVE MILE MAINT SHOP	129.50	1900080163
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CISCO CERTIFICATION EXAM-HAROLD PARSONS, III	ES: SANITATION ADMIN	200.00	1900079936
DISTRICT 5	1000193	JEFFERSON CO TREASURER	TIRE REPAIR KIT	ES: CAHABA RIVER WWTP	14.91	1900080197
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PAINT,MISSION BATTERY ,R410A REFRIGERANT,AIR REL SP	ES: PKAGE WWTP & PUMP STA	348.77	1900080071
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PETTY CASH - MEGAN COCHRAN 07.03.14	PER BD: TESTING	42.93	1900080099
DISTRICT 5	1000193	JEFFERSON CO TREASURER	OFFICE CHAIR	ES: LEEDS WWTP	71.41	1900079934
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SHIPPING CHARGES FOR CAMERA'S, PLUMBING SUPPLIES	ES: TV INSPECN & GROUT	244.82	1900079900
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CDL RENEWAL, PHONE HOLSTER, THROTTLE HANDLE	ES: ADMIN LINE MAINT	104.00	1900079899
DISTRICT 5	1000193	JEFFERSON CO TREASURER	POLE;NET;STENCIL;TAPE;ROLLER;BRUSH;PUSHBROOM;	ES: FIVE MILE CREEK WWTP	261.30	1900079901
DISTRICT 5	1000193	JEFFERSON CO TREASURER	ACCIDENT REPORT	ES: SANITATION ADMIN	5.00	1900079906
DISTRICT 5	1000193	JEFFERSON CO TREASURER	VALVES;COPPER ELBO;EXT.SOCKET;TUBING;CAP W/LOCK;	ES: FIVE MILE MAINT SHOP	492.88	1900079896
DISTRICT 5	1000193	JEFFERSON CO TREASURER	RUBBER BANDS, PIPE, STEPSIDE FOR TRUCK, FLOWERS	ES: ADMIN LINE MAINT	255.47	1900079898
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SUPPLIES FOR SEWER TAP TRUCK	ES: SANITATION ADMIN	220.47	1900079903
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PLASTIC BOTTLES FOR LAB SAMPLES	ES: CAHABA RIVER WWTP	194.00	1900080196
DISTRICT 5	1000193	JEFFERSON CO TREASURER	HOSES,CLAMPS,MICROSWITCHES,CLEANING SUPPLIES	ES: TRUSSVILLE WWTP	108.24	1900080278
DISTRICT 5	1000193	JEFFERSON CO TREASURER	GREASE GUN	ES: CAHABA RIVER WWTP	42.98	1900080117
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CONTACT TO MAKE UV REPAIR	ES: CAHABA RIVER WWTP	155.02	1900079909
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SPRAYER FOR WEED KILLER	ES: CAHABA RIVER WWTP	14.88	1900079908
DISTRICT 5	1003689	AYLA TIERA RUSSELL	AYLA RUSSELL - TUITION REIMBURSEMENT	PER BD: TRAINING	600.00	1900080037
DISTRICT 5	1025886	DAVID GOLDMAN	ASSESSOR REIMBURSEMENT - DAVID GOLDMAN - 07.03.14	PER BD: TRAINING	206.21	1900080090
DISTRICT 5	1027332	LORI SUNDERMAN	ASSESSOR REIMBURSEMENT - LORI SUNDERMAN 07.03.14	PER BD: TRAINING	290.26	1900080097
DISTRICT 5	1027336	KEITH PIRLOT	ASSESSOR REIMBURSEMENT - KEITH PIRLOT - 07.03.14	PER BD: TRAINING	185.13	1900080093
DISTRICT 5	1028788	DONALD MINOR JR	ASSESSOR REIMBURSEMENT - DONALD MINOR JR 07.03.14	PER BD: TRAINING	253.00	1900080092
DISTRICT 5	1029508	LISA FORREST	ASSESSOR REIMBURSEMENT - LISA FORREST 07.03.14	PER BD: TRAINING	125.00	1900080087
DISTRICT 5	1030266	STONE AND SONS ELEC	EMERGENCY PUMP STATION REPAIR-TORNADO DAMAGE	ES: PKGE WWTP & PUMP STA	3,281.36	1900080085
DISTRICT 5	1030562	WESLEY MCCARROLL	ASSESSOR REIMBURSEMENT - WESLEY MCCARROLL - 072014	PER BD: TRAINING	175.00	1900080091
DISTRICT 5	1030661	RICH SHERRILL	ASSESSOR REIMBURSEMENT - RICH SHERRILL 07.03.14	PER BD: TRAINING	149.30	1900080096
DISTRICT 5	1031945	BETTIE REEVES-NOBLES	ASSESSOR REIMBURSEMENT - BETTIE REEVES-NOBLES 2014	PER BD: TRAINING	149.30	1900080095
DISTRICT 5	1032250	SHARON PURIFOY	ASSESSOR REIMBURSEMENT - SHARON PURIFOY 07.03.14	PER BD: TRAINING	194.85	1900080094
DISTRICT 5	1032251	FREDRICK TUCKER	ASSESSOR REIMBURSEMENT - FREDRICK TUCKER 07.03.14	PER BD: TRAINING	283.76	1900080098
DISTRICT 5	1032252	RONALD DANCE	ASSESSOR REIMBURSEMENT - RONALD DANCE - 07.03.14	PER BD: TRAINING	150.11	1900080088
DISTRICT 5	1032253	VOLCONOR DAVIS	ASSESSOR REIMBURSEMENT - VOLCONOR DAVIS - 07.03.14	PER BD: TRAINING	708.20	1900080089
*DISTRICT 5					12,630.26	
**					34,937.11	

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

Jul-24-2014-605

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

For Week of 7/1/14 - 7/7/14

- ROADS AND TRANSPORTATION FROM HANSON PIPE AND PRECAST, TARRANT, AL, CONTRACT RENEWAL FOR THE PURCHASE OF CONCRETE PIPES ON AN AS NEEDED BASIS FOR THE PERIOD OF 4/01/14 - 3/31/15.

REFERENCE BID # 86-12

- ROADS AND TRANSPORTATION: ADMINISTRATION FROM AMWASTE LLC D/B/A MATTER MANAGEMENT BIRMINGHAM, SYLVAN SPRINGS, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PAY OUTSTANDING INVOICES FOR DISPOSAL FEES. DISPOSAL SITE USED ON AN AS NEEDED BASIS.

SAP PURCHASE ORDER # 2000075815 CHANGE ORDER \$40,000.00
PURCHASE ORDER \$44,500.00 TOTAL

For Week of 7/8/14 - 7/14/14

- ENVIRONMENTAL SERVICES: VILLAGE CREEK LINE MAINTENANCE FROM P & H SUPPLY COMPANY INCORPORATED, WARRENTON, GA, TO AWARD BID FOR TRAILER MOUNT RODDING MACHINE MODEL HS516TR TO INCLUDE FORWARD AND REVERSE ROBOTICS FOR THE PERIOD OF 7/01/14 - 6/30/15.

REFERENCE BID # 35-14

- YOUTH DETENTION CENTER AND PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM BARBER DAIRIES INCORPORATED, BIRMINGHAM, AL, TO AWARD BID FOR MILK AND RELATED ITEMS ON AN AS NEEDED BASIS FOR THE PERIOD OF 7/24/14 - 7/23/15. REFERENCE BID # 107-14

- PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM I EPIC LLC, TEMPE, AZ, TO AWARD BID FOR ALL NATURAL FRUIT JUICE ON AN AS NEEDED BASIS FOR THE PERIOD OF 7/24/14 - 7/23/15.

REFERENCE BID # 111-14

- ENVIRONMENTAL SERVICES: VILLAGE CREEK LINE MAINTENANCE FROM GA INDUSTRIES LLC, CRANBERRY TOWNSHIP, PA, TO AWARD BID FOR ELBOW SEWAGE ELECTRIC CHECK VALVE CIRCUIT FOR THE PERIOD OF 8/01/14 - 7/31/15. REFERENCE BID # 121-14

- ENVIRONMENTAL SERVICES: CAHABA RIVER WWTP FROM PUMP AND PROCESS EQUIPMENT INCORPORATED, BIRMINGHAM, AL, TO AWARD BID FOR FAIRBANKS MORSE MODEL 2446 WASTEWATER PUMP WITH CAST IRON IMPELLER AND MOTOR SUPPORT BARREL AND INSTALLATION FOR THE PERIOD OF 8/01/14 - 7/31/15.

REFERENCE BID # 130-14

- YOUTH DETENTION CENTER AND PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM CENTRAL PAPER COMPANY, BIRMINGHAM, AL, BID RENEWAL FOR FOOD SERVICE DISPOSABLE SUPPLIES ON AN AS NEEDED BASIS FOR THE PERIOD OF 7/22/14 - 7/21/15. (2ND YEAR) REFERENCE BID # 118-12

- GENERAL SERVICES ADMINISTRATION AND ENVIRONMENTAL SERVICES FROM B & D ELECTRIC MOTOR COMPANY, BIRMINGHAM, AL, CONTRACT RENEWAL TO PROVIDE ELECTRIC MOTOR REPAIR OR REPLACEMENT ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/01/14 - 9/30/15. (3RD YEAR OF BID) REFERENCE BID # 131-12

- GENERAL SERVICES ADMINISTRATION AND ENVIRONMENTAL SERVICES FROM JASPER ELECTRIC MOTORS, JASPER, AL, CONTRACT RENEWAL TO PROVIDE ELECTRIC MOTOR REPAIR OR REPLACEMENT ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/01/14 - 9/30/15. (3RD YEAR OF BID) REFERENCE BID # 131-12

- ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM ACTION TIRE COMPANY, FOREST PARK, GA, CONTRACT RENEWAL TO PROVIDE TIRE RECAPPING FOR LARGE TRUCK TIRES ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/01/14 - 9/30/15. (3RD YEAR OF BID) REFERENCE BID # 145-12

- ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM MCPHERSON OIL COMPANY, BIRMINGHAM, AL, CONTRACT RENEWAL TO PROVIDE GASOLINE, DIESEL AND FUEL SERVICES ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/01/14 - 9/30/15. (2ND YEAR OF BID) REFERENCE BID # 106-13

- GENERAL SERVICES FROM BUFFALO ELECTRIC, BIRMINGHAM, AL, CONTRACT RENEWAL FOR ELECTRICAL SUPPLIES ON AN AS NEEDED BASIS FOR THE PERIOD OF 8/15/14 - 8/14/15. (2ND YEAR OF BID) REFERENCE BID # 122-13

- ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM MCPHERSON OIL COMPANY, BIRMINGHAM, AL, CONTRACT RENEWAL TO PROVIDE FUELING SITE MAINTENANCE ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/01/14 - 9/30/15. (2ND YEAR OF BID) REFERENCE BID # 107-14

- ENVIRONMENTAL SERVICES: VILLAGE MAINTENANCE SHOP FROM HORST EQUIPMENT REPAIR INCORPORATED DB/A THIBADO INCORPORATED, LINCOLN, AL, TO PURCHASE RE-MANUFACTURED BLOWER REPAIR ROOTS 12X28 RASJ BLOWER ASSEMBLED WITH ALL NEW BEARINGS, SEALS, SHIMS, SITE GLASSES, BREATHERS, GASKETS AND HARDWARE, CLEARANCES AND TIMING WILL BE SET. SAP PURCHASE ORDER # 2000079999

\$7,680.00 TOTAL

- SEWER BILLING FROM LARRY R PUMMIL D/B/A RC GRAPHIC SOLUTIONS LLC, ADA, MI, TO PURCHASE FOLD AND

- SEAL FORMS (QUANTITY 110,000). SAP PURCHASE ORDER # 2000080605 \$6,425.00 TOTAL
15. PERSONNEL BOARD OF JEFFERSON COUNTY FROM THE TUTWILER WYNDAM GRAND HERITAGE, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR HOTEL ACCOMMODATIONS FOR THE PERIOD OF 10/01/13 - 9/30/14. SAP PURCHASE ORDER # 2000075284 CHANGE ORDER \$ 20,000.00
REFERENCE BID # 70-13 PURCHASE ORDER \$100,000.00 TOTAL
CLARITY CONTRACT # CON-00005401
16. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM MCPHERSON OIL COMPANY, CHARLOTTE, NC, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR THE CONTINUED PURCHASE OF GASOLINE, DIESEL AND FUEL MAINTENANCE ON AS NEEDED BASIS BY USER DEPARTMENT FOR THE PERIOD OF 10/01/13 - 9/30/14. SAP PURCHASE ORDER # 2000075700 REFERENCE BID # 106-13 CHANGE ORDER \$ 474,891.78
PURCHASE ORDER \$3,651,869.78 TOTAL
17. COOPER GREEN MERCY HEALTH SERVICES FROM EMDEON, MURRAY, UT, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR EDI CLAIMS, PAYMENT POSTING, INSURANCE ELIGIBILITY AND CREDIT REPORT INFORMATION. SAP PURCHASE ORDER # 2000076535 REFERENCE BID # 33-12
CLARITY CONTRACT # CON-00004346 CHANGE ORDER \$62,904.22
PURCHASE ORDER \$89,904.22 TOTAL
18. SHERIFF'S DEPARTMENT FROM VERIZON WIRELESS, DALLAS, TX, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR MOBILE WEB SERVICE FOR THE PERIOD OF 12/01/13 - 5/31/14.
SAP PURCHASE ORDER # 2000077158 CHANGE ORDER \$29,000.00
PURCHASE ORDER \$99,000.00 TOTAL
19. EMERGENCY MANAGEMENT AGENCY (EMA) FROM OZARK RESCUE SUPPLIES, ROGERS, AR, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR TRUSSVILLE SWIFT WATER RESCUE EQUIPMENT FREIGHT CHARGES. SAP PURCHASE ORDER # 2000080200 FREIGHT CHARGES \$ 744.30
PURCHASE ORDER \$8,190.28 TOTAL

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

Jul-24-2014-606

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE EXCEPTIONS REPORT FILED BY THE PURCHASING DIVISION FOR THE WEEK OF 7/1/14 - 7/7/14 and 7/8/14 - 7/14/14 BE AND THE SAME HEREBY IS APPROVED.

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

Jul-24-2014-607

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE ENCUMBRANCE REPORT FILED BY THE PURCHASING DIVISION FOR THE WEEK OF 7/1/14 - 7/7/14 and 7/8/14 - 7/14/14 BE AND THE SAME HEREBY IS APPROVED.

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

Jul-24-2014-608

WHEREAS, on April 22, 2003, the Jefferson County Commission authorized the Implementation of an Owner Controlled Insurance Program for all construction projects in all Jefferson County departments; and

WHEREAS, all claims of the Owner Controlled Insurance Program have been settled and the plan can now be closed-out at no cost County; and

WHEREAS, it is in the best interest of the County to close-out the plan in order to retrieve the balance of the Escrow Account and

to eliminate the bank Standby Letter of Credit.

NOW THEREFORE BE IT RESOLVED by Jefferson County Commission that the Owner Controlled Insurance Program plan be closed, the Escrow be returned to the County and the Letter of Credit be returned to the bank of issuance.

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

STAFF DEVELOPMENT

Multiple Staff Development

Board of Equalization

Robin Henderson	(State funds)	\$908.39
Lisa Meuse		\$908.39
Kirk Epstein		\$238.59
Jane Mardis		\$1,499.15
Don McAllister		\$908.39
Mike Callahan		\$908.39
AAAO Summer Conference		
Orange Beach, AL – August 12-15, 2014		
*August 10-15 – Jane Mardis; August 14-15 – Kirk Epstein		

Community and Economic Development

(a)Joel Knight	(grant funds)	\$1,441.27
Ron Having		\$1,486.88
UA College of Continuing Studies Lead Paint		
Tuscaloosa, AL – July 21-24, 2014		
Keith Strother		\$224.91
Pamela Mapp		\$194.91
Derek Marshall		\$194.91
ADECA Training		
Montgomery, AL – July 15-16, 2014		

General Services

Paul Reynolds		\$199.00
John Phillips		\$199.00
Greg Hollis		\$199.00
Level 1 Infrared Thermographics Training Course		
Birmingham, AL – August 14, 2014		

Revenue

Michael Humber		\$185.00
Wesley Moore		\$185.00
CROAA Training Class		
Orange Beach, AL – August 18-22, 2014		

Individual Staff Development

Emergency Management Agency

Horace Walker		\$536.34
Integrated Emergency Management Course		
Emmitsburg, MD – August 17-22, 2014		

Office of Senior Citizens Services

Melanie Gamble	(grant funds)	\$219.07
Summer SHIP Training		
Montgomery, AL – July 16-17, 2014		

Revenue

Bruce Thompson		\$1,689.75
Tax Audit		
Charlotte, NC – September 14-20, 2014		
Wesley Moore		\$1,620.08
Tax Audit		
St. Louis, MO – August 10-16, 2014		
Eddie Woodis		\$110.00
Revenue Examiner Program		

Hoover, AL – August 1, 2014

Bruce Thompson \$110.00
Revenue Examiner Program
Montgomery, AL – September 5, 2014

For Information Only

Personnel Board

Terria McDonald \$575.00
University of Alabama Career Fair
Tuscaloosa, AL – September 24, 2014

Terria McDonald \$250.00
UAB Career Fair
Birmingham, AL – September 23, 2014

Sheriff's Office

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

Brad Dickey \$382.62
Homicide the Investigation Challenge
Mobile, AL – August 5-7, 2014

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

BUDGET TRANSACTIONS

Position Changes and/or Revenue Changes

1. Office of Senior Citizens \$66,523.00
Shift funds from salaries to cover contractual help.

For Information Only

2. Personnel Board \$163,000.00
Shift funds to repair contractual maintenance for the migration from Lawson 9 to 10.

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

Jul-24-2014-609

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. VI to the Agreement between Jefferson County, Alabama and Kronos, Inc. to provide software & hardware maintenance support required to upgrade time clocks to support Proximity Card Readers for the period July 1, 2014 - June 30, 2015 in the amount of \$66,924.

CONTRACT NO.: 00003727

Contract Amendment No. VI

This Amendment to Contract entered into the 1st day of July 2014, between Jefferson County, Alabama, hereinafter referred to as "the County", and Kronos Incorporated, hereinafter referred to as the "Contractor" to provide Kronos Software & Hardware Support Maintenance and hardware required to Upgrade Kronos time clocks to support Proximity Card Readers. Kronos is a Sole Source Provider for Kronos Time Keeper Software and Kronos time clocks.

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. 00003727. The original contract between the parties referenced above, was approved by the Commission on March 24, 2009 MB 157, Page(s) 569. Amendment V was approved by the Commission on March 27, 2014 MB 166, Page 153.

AMEND TERMS OF AGREEMENT AS FOLLOWS:

AUTHORIZATION TO PERFORM WORK: July 1, 2014-June 30, 2015

INCORPORATE JEFFERSON COUNTY COMMISSION NON-DISCRIMINATION POLICY:

Non-Discrimination

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

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

JEFFERSON COUNTY COMMISSION

Kronos Incorporate

W. D. Carrington, President

John O'Brien, Sr. V. P., Global Sales

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

Jul-24-2014-610

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. II to the Agreement between Jefferson County, Alabama and IBM Corporation to provide maintenance and support for Data Center equipment for the period September 7, 2014 - September 6, 2015 in the amount of \$42,829.34.

CONTRACT NO.: 00004237

Contract Amendment No. II

This Amendment to Contract entered into the 1st day of August 2014, between Jefferson County, Alabama, hereinafter referred to as "the County", and IBM Corporation, hereinafter referred to as the "Contractor" to provide IBM Hardware & Software Support 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. 00004237. The original contract between the parties referenced above, was approved by the Commission on September 11, 2012, MB 163, Page 516.

AMEND TERMS OF AGREEMENT AS FOLLOWS:

AUTHORIZATION TO PERFORM WORK: 9/7/2014 to 9/6/2015

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

IBM Corporation

W. D. Carrington, President

_____, Authorized Representative

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Pomeroy IT Solution Sales Company, Inc. to provide desktop computer services for the period August 1, 2014 - April 30, 2015 at the rate of \$28.00 per hour per technician.

CONTRACT NO: CON-6294

DESKTOP COMPUTER SERVICES

THIS AGREEMENT, entered into this 1st day of August, 2014, by and between the Jefferson County Commission, hereinafter called "the County", and "Pomeroy IT Solutions Sales Company, Inc." located at 1020 Petersburg Road, Hebron, KY 41048, hereinafter called "The Contractor." The effective date of this agreement shall be August 1, 2014.

WHEREAS, the County desires to contract for desktop computer services; and,

WHEREAS, the Contractor desires to furnish said desktop services for 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. 98-14, dated April 24, 2014, the terms of which are included herein by reference. ITB 98-14 and contractor's response to ITB 98-14 describes the scope of services called for and is adopted herein by reference. Those two components and this agreement constitute the entire agreement between the parties. The Contractor shall provide desktop services to the County as outlined by their Bid dated May 8, 2014 as follows:

a. The County agrees to use the Contractor as its primary provider of desktop computer services during the term of this Agreement.

b. The Contractor agrees to provide desktop services as follows:

- On Site Imaging
- Equipment Transport
- Computer Installation Service
- De-Installation
- Hard Drive Removal
- Removal of Off Site Trash
- Attended Desk Side Application Load

3. FEE SCHEDULE

Hourly Rate per Technician \$28.00

4. PAYMENT TERMS:

Net 30 days

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

Jefferson County Commission

Finance Department

Room 820, Courthouse

Birmingham, AL 35203

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

6. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The term of this contract shall be from August 1, 2014 to April 30, 2015.

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 Workman'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. **HOLD HARMLESS AND INDEMNIFICATION:** Contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed by a third party against or imposed upon County because of bodily injury, death or tangible property damage, real or personal, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Integrator, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees.
10. **INSURANCE:** : Contractor will maintain such insurance as will protect him and the County from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama. Evidence of insurance will be furnished to the Purchasing Agent not later than seven (7) days after purchase order date Contractor must have adequate Commercial General Liability insurance of \$1,000,000 per occurrence. Before beginning work, contract party shall file with the County evidence of insurance showing the amounts of insurance carried and the risk covered thereby. Liability insurance coverage must be no less than \$1,000,000. During performance the company must effect and maintain insurance from a company licensed to do business in the State of Alabama. Coverage required includes 1) Commercial General Liability; 2) Business Automobile Liability; 3) Worker's Compensation and Employer's Liability.
11. **ASSIGNMENT:** No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize the successful offeror to subcontract (assign) any portion of this contract, the Successful Offeror will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Successful Offeror must maintain a continuous effective business relationship with the sub-contractors) including, but not limited to, regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.
12. **GOVERNING LAW/ DISPUTE RESOLUTION:** The 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
13. **STATEMENT OF CONFIDENTIALITY:** Contractor agrees that any information accessed or gained in performance of those duties will be maintained in absolute confidence and will not be released, discussed, or made known to any party or parties for any reason whatsoever, except as required in the conduct of duties required, or where disclosure is required by law or mandated by a court of law.
14. **TERMINATION OF CONTRACT:** This contract may be terminated by either party 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.
15. **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.
16. **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.
17. **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.

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

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

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

POMEROY

Authorized Representative/POMEROY IT SOLUTIONS SALES COMPANY, Inc.

Director, Technical Staffing Services

JEFFERSON COUNTY COMMISSION

W.D. Carrington, President

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

Jul-28-2014-612

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby acknowledges its understanding of the following described matter and approves or ratifies the action of Mike Hale, in his capacity as Sheriff of Jefferson County, Alabama.

Agreement with Data Works Plus to provide web-enabling services beginning July 1, 2014 in the amount of \$27,085.

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

Jul-24-2014-613

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission does hereby accept the Jefferson County Coroner/Medical Examiner Commission's recommendation of Daniel W. Dye, M.D. to provide the services of an Associate Coroner/Medical Examiner of Jefferson County, Alabama.

Adopted by the Jefferson County Commission in Birmingham, Alabama on this 24th day of July, Two Thousand and Fourteen.

W. D. Carrington, President, Jefferson County Commission

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

Jul-24-2014-614

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Planned Service Agreement between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services and Johnson Controls, Inc. to provide preventative maintenance services for chillers and controls equipment for the period February 1, 2014 - January 31, 2017 in the amount of \$87,596 the 1st year (\$90,223 2nd year/\$92,930 3rd year).

PLANNED SERVICE AGREEMENT

Customer Name: Cooper Green Mercy Health Services

Proposal Date: January 22, 2014

Address: 1515 6TH AVE S

Scope of Work

Johnson Controls, Inc. ("JCI") and the Customer, Jefferson County Commission (collectively the "Parties") agree to the Preventative Maintenance Services, as defined in Schedule A and Schedule B ("Services"), to be provided by JCI at the Cooper Green Mercy Health Services facility. This Planned Service Agreement, the Equipment List, Terms and Conditions, and Schedules attached hereto and incorporated by this reference as if set forth fully herein (collectively the "Agreement"), cover the rights and obligations of both the Customer and JCI. This contract is in compliance with the JCI and Jefferson County Federal GSA pricing agreement dated April 1, 2012.

Schedule A - Chillers

- Basic Coverage has been selected for the Chillers. Parts and Labor for repairs to the chillers will be quoted separately on an as needed basis.
- Chillers covered and Preventative Maintenance Services provided by this agreement are included and summarized in Schedule A attached.
- The Chiller coverage also includes Johnson Controls "Connected Services". Listed chillers will be connected to Johnson Controls off-site remote monitoring service for 24/7 monitoring and analysis of key operating parameters and notification to factory service technicians of problems.

Schedule B - Controls

- Extended coverage has been selected for Controls. This includes 24/7/365 on-site repair services as specified in this agreement for the specific equipment included in Schedule B. This is an "at risk" performance and system management agreement to insure optimum performance. JCI is responsible for the materials and labor cost for maintaining the specific equipment and system components as indicated in Schedule B.
- Controls Equipment covered and Preventative Maintenance Services provided by this agreement are included and summarized in Schedule B attached.

Additions to Equipment Lists

Equipment in Schedules A and B will be covered as part of this Agreement. Additional equipment added to the Equipment Lists must be agreed upon in writing by both Parties.

Term

This is a 3 year contract and takes effect on February 1, 2014 and will continue until January 31, 2017. Actual contract execution date may adjust these projected effective dates.

Price and Payment Terms

The Contract cost for JCI's

Planned Service Agreement will be paid in Annual installments beginning in year 1, 2/1/2014 for \$7,596.00, year 2, 2/1/2015 for \$90,223.00 and year 3, 2/1/2016 for \$92,930.00. Total contract amount for the three year agreement is \$270,749.00. All payments are due and payable within (30) days of the invoice date (Net 30) and such timely payment by Customer shall be a condition precedent to JCI's obligation to perform said services.

- Refrigerant is not included under this Agreement and will be billed separately to the Customer by JCI.

This proposal is valid for sixty days from the proposal date.

JOHNSON CONTROLS Inc.

COOPER GREEN MERCY HEALTH SERVICES

Tim Moody, Account Executive

W. D. Carrington, President - Jefferson County Commission

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

Jul-24-2014-615

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services and Alere Informatics to provide interface for glucose meters to RALS server which provides connectivity and data management of point of care glucose meters for the period September 16, 2013 - September 16, 2014 in the amount of \$9,138.

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services and The Board of Trustees of the University of Alabama for the University of Alabama at Birmingham(UAB) to allow IRB (institutional review boards- UAB) to serve as IRB of record for human subjects research conducted at Relying Institution (CGMHS) under the direction of a UAB principal investigator.

IRB AUTHORIZATION AGREEMENT BETWEEN
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA
FOR THE UNIVERSITY OF ALABAMA AT BIRMINGHAM

AND

JEFFERSON COUNTY COMMISSION ALABAMA D/B/A COOPER GREEN MERCY HEALTH SERVICES

This agreement for IRB review ("Agreement"), effective this 30th day of April, 2014 ("Effective Date"), is made between The Board of Trustees of the University of Alabama for the University of Alabama at Birmingham, located in Birmingham, Alabama (the "UAB") and Jefferson County Commission Alabama D/B/A Cooper Green Mercy Health Services ("Relying Institution"), located at 1515 6th Avenue South, Birmingham, Alabama. UAB and Relying Institution each a "Party" and together, the "Parties".

WHEREAS, Relying Institution maintains a Federalwide Assurance (FWA00008743) with the Office for Human Research Protections ("OHRP"), for the conduct and supervision of human subjects research ("Research") conducted at Relying Institution;

WHEREAS, Relying Institution is in need of an institutional review board ("IRB") to review and approve the conduct of Research conducted by UAB researchers at its facilities in accordance with applicable federal law;

WHEREAS, UAB maintains a Federalwide Assurance (FWA00005960) and maintains institutional review boards, ("UAB IRB," IRBOO000196 and IRB00000726) for the conduct and supervision of Research and is willing to allow its IRB to serve as IRB of record for Research conducted at Relying Institution under the direction of a UAB principal investigator, subject to Relying Institution's compliance with the terms and conditions stated below; and

NOW THEREFORE, the Parties hereby agree as follows:

ARTICLE I: MUTUAL OBLIGATIONS

1. This Agreement will only apply to Research conducted at the physical location listed for Relying Institution above. Research conducted at any other location owned or operated by Relying Institution or its affiliate(s) is not subject to this agreement, unless such is agreed to in writing by the parties in addendum or other agreement of the parties.
2. As a condition of this agreement, Relying Institution agrees to (1) provide UAB with a copy its FWA and amendment and renewals of the same upon demand of UAB and/or within three (3) business days of receipt of any amendment or renewal by OHRP; (2) to revise, if necessary, its FWA such that its applicability is restricted to research conducted or supported by U.S. federal departments or agencies that have adopted the Common Rule, and not apply the terms of the assurance to all research regardless of the source of support. If Relying Institution fails or refuses to comply with this agreement, it shall be a material default of Relying Institution's obligations under this agreement, and UAB shall have the right to immediately terminate this agreement upon notice to Relying Institution without liability whatsoever to Relying Institution.
3. Having assumed the role of the IRB of record for the Relying Institution, the UAB- IRB shall remain the IRB of record for all -Research -conducted- at Relying Institution under the direction of a UAB principal investigator until this Agreement is terminated as stated in Article V below. In event the services of the UAB IRB are so terminated, the Parties will cooperate to facilitate assumption of full IRB responsibilities by the IRB designated by Relying Institution.

ARTICLE II: OBLIGATIONS OF THE UAB IRB

1. The UAB IRB agrees to serve as the IRB of record for Relying Institution, subject to the compliance by Relying Institution with the terms of this Agreement and all applicable law and/or regulations relating to the conduct of research involving human subjects, including, but not limited to, 45 CFR 46, 21 CFR 50 and 56, and 45 CFR 160 and all state and/or local laws and regulations. UAB agrees to notify Relying Institution as soon as practicable of any change to, restriction or termination of its FWA.

Specifically, the UAB IRB agrees to perform initial and continuing review of Research conducted at Relying Institution until this Agreement is terminated. Except as stated herein, the UAB oversight includes, but is not limited to, all Research materials and processes, including, recruitment, sample informed consent, and all amendments and reports. UAB states, and Relying Institution agrees and certifies, that UAB has authority to conduct any audits and take any other action to ensure compliance by Relying Institution and/or its investigators and key personnel with applicable law.

2. In addition to the above, the UAB will report promptly to the Relying Institution all actions taken by the UAB related to:
 - a. Any serious or continuing non-compliance by research staff with requirements of the IRB in accordance with UAB policy; or

- b. Any hold, suspension or termination for cause relating to the Research.
3. In addition to the above, the UAB will report promptly to OHRP, FDA, research sponsors and/or other oversight authorities any event that requires reporting.

ARTICLE III: OBLIGATIONS OF RELYING INSTITUTION

1. By execution of this Agreement, Relying Institution represents and certifies that:
 - a. It has and will continue to maintain a current FWA with OHRP, and will notify the UAB immediately of any change to, restriction or termination of Relying Institution's FWA;
 - b. It maintains responsibility for the conduct of the Research and the protection of human subjects in the Research at its facilities and nothing stated herein is intended or shall be construed to absolve Relying Institution of this obligation;
 - c. It will conduct, and ensure all investigators and key study personnel, to conduct the Research in accordance with the protocol, all UAB IRB directives, and all applicable federal, state and local laws and/or regulations relating to the conduct of the Research, including but not limited to:
 - 1) The Common Rule, 45 CFR 46, and its subparts; FDA regulations, 21 CFR Parts 50, 54, 56, 312, and 812, and; HIPAA, 45 CFR 160, et. al., as applicable;
 - 2) All applicable UAB policies and procedures, which are available on the IRB website at <http://www.uab.edu/irb>, as amended;
 - 3) Any directive of the UAB, including but not limited to, any decision to terminate, suspend, etc., the Research; and
 - 4) The terms of this Agreement.
 - d. Ensure that the Research does not commence until the UAB IRB review is complete and Relying Institution has received a copy of the IRB approval letter from UAB.
 - e. Cooperate, and ensure its Research personnel cooperate, in any audit or other investigation of the conduct of the Study.
2. Additionally, Relying Institution agrees to:
 - a. Implement appropriate oversight mechanisms to ensure compliance with the determinations of the UAB IRB;
 - b. Require all investigators and key study personnel to complete initial/basic human subjects training, as well as any Relying Institution specific training requirement related to the protection of human subjects or the conduct of Research; and,
 - c. Report promptly to the UAB IRB:
 - i. Any serious adverse events and/or unanticipated problems involving risk to participants or others that were unanticipated, serious, and possibly related to the Research;
 - ii. Any serious or continuing non-compliance -issues involving the Research of which it becomes aware, in accordance with UAB policy; or
 - iii. Any suspension for cause or termination for cause of IRB approval involving the Research in accordance with UAB policy.
3. Relying Institution is responsible for conducting its own review related to Financial Conflicts of Interest in compliance with 42 CFR Part 50, Subpart F, and for performing any additional reviews required for the performance of the Relying Institution Research, not specifically provided for by this Agreement.

ARTICLE IV: CONFIDENTIALITY

1. Relying Institution agrees to maintain total confidentiality of all information which relates to or identifies a particular Research participant, including but not limited to the name, address, medical treatment or condition, financial status; or, any other personal or proprietary information and any study-related information deemed confidential by either party, including but not limited to the Investigator name, study name or device or drug information, the Research plan or protocol, or any IRB review details such as names of IRB committee members and the IRB committee Chair and Vice-Chair who reviewed the study, which is deemed to be confidential in accordance with applicable State and Federal law and standards of professional ethics, HIPAA regulations and institutional policies, and will so notify its employees, contractors, subcontractors, agents, and representatives of such Agreement.
2. Relying Institution shall, and shall require its Research Investigators, to report to the UAB IRB any unauthorized use, loss or disclosure of individually identifiable patient information or violations of information security policies related to Research. Relying Institution will be responsible for notifying its HIPAA Privacy Officer or HIPAA Information Security Officer of the occurrence.
3. Further, Relying Institution shall not send to the UAB IRB any documents containing identifying patient information unless requested by the UAB IRB for audit purposes.

ARTICLE V: TERM AND EARLY TERMINATION

1. This Agreement shall become effective as of the Effective Date and shall continue until terminated by either Party upon at least thirty (30) days prior written notice to the other Party. There shall be no penalty upon the early termination of this Agreement.
2. If, for any reason, Relying Institution fails to satisfactorily fulfill in a timely or proper manner its obligations under this Agreement

or breaches any of the promises, terms or conditions of this Agreement, and having been given reasonable notice of and opportunity to cure any such default and not having taken satisfactory corrective action within the time specified by UAB IRB, then UAB shall have the right to terminate this Agreement by giving written notice to Relying Institution of such termination at least ten (10) business days before the effective date of such termination except that UAB may terminate this Agreement immediately if UAB deems it necessary to assure appropriate protections of research subjects. For termination of any type, any other provision to the contrary notwithstanding, Relying Institution shall not be relieved of liability for damages sustained because of any breach of this Agreement.

3. Upon early termination of this Agreement, all of the then current programs and activities shall be terminated as soon as reasonably practicable and upon terms agreed to between the Parties. All separate Agreements evidencing such programs and activities shall continue in full force and effect until the cessation of the program or activity in accordance with the terms and conditions agreed to between the Parties.

ARTICLE VI: LIABILITY

Each Party shall agree to be responsible for the acts and omissions of its own officers, employees and agents which occur in the course of their employment with such Party. The Parties shall acknowledge that UAB is a constitutionally created public corporation of the state of Alabama and cannot waive the sovereign immunity conferred upon it by Article 1, § 14 of the Alabama Constitution. Accordingly, UAB cannot agree to be subject to the laws or legal process of a jurisdiction other than the State of Alabama. The exclusive forum for asserting a claim against UAB is the State of Alabama Board of Adjustment.

ARTICLE VII: INSURANCE

Each party will carry sufficient insurance or self-insurance coverage to support this certification, including general liability with coverage applicable to research activities and, if applicable, professional malpractice insurance.

ARTICLE VIII: MISCELLANEOUS

1. This Agreement constitutes the entire understanding between the Parties with regard to this matter and supersedes all prior Agreements between the Parties.

2. This Agreement does not restrict either Party from engaging in the same or similar activities with any third party.

3. This Agreement benefits only the Parties and their permitted assigns.

4. This Agreement may only be amended in writing upon approval of both Parties.

5. This Agreement may not be assigned (by operation of law or otherwise) or otherwise transferred by either Party, in whole or in part, without the prior written consent of the other Party.

6. The relationship created between the Parties pursuant to this Agreement is that of independent contractor. Neither Party has the authority or right to act on behalf of the other Party or to bind the other Party.

7. Neither Party shall use the name of the other Party or any of its officers, employees or agents in connection with any press release, advertising, promotional literature, or any other publicity matters, without the prior written consent of the other Party. Notwithstanding this restriction, each Party may use the name of the other Party in general informational listings and as otherwise required by applicable law.

8. No waiver of a provision, breach or default shall apply to any other provision or subsequent breach or default or be deemed continuous.

9. Any notice required or permitted under this Agreement shall be delivered by hand, by overnight courier or by each Party's national postal service and shall be sent to the address set forth below the signature of each Party and as such address may be amended from time to time in accordance with this Agreement. Delivery shall be deemed effective upon receipt, if delivered by hand or by overnight courier and within fifteen (15) business days if mailed.

If to UAB:

JONATHAN MILLER, MPPA, CIP

UAB Institutional Review Board (IRB)

Room 470, Administration Building

701 20th Street South, Birmingham Alabama 35294-0104

Telephone: (205) 934 - 3789 Fax: (205) 934 -1301

If to Cooper Green Mercy Health Services:

Walter Jackson, Deputy County Manager

716 Richard Arrington Jr. Blvd North

Telephone: (205) 731 -2880 Fax: (205) 731-2879

10. The Agreement is governed by Alabama law, without regard to its conflict of interest provisions.

11. This Agreement shall continue in full force and effect, exclusive of any provision deemed to violate applicable law.

12. This Agreement may be executed in counterparts, all of which together shall constitute one Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective duly authorized representative.

THE BOARD OF TRUSTEES OF

JEFFERSON COUNTY COMMISSION

THE UNIVERSITY OF ALABAMA
FOR THE UNIVERSITY OF ALABAMA
Richard Marchese, Ph.D.
Vice President for Research and Economic Development

d/b/a COOPER GREEN MERCY HEALTH SERVICES
W. D. Carrington, President

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

Jul-24-2014-617

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-2014-015 Alexander and Annie Robinson, owners; requests a change of zoning on Parcel ID# 37-35-1-0-3.4, in Section 35 Twp 19 Range 5 West from R-2 (Single Family) to A-1 (Agriculture) to allow a mobile home. (Case Only: 5615 Rock Mountain Lake Road, Bessemer, 35022)(RED MOUNTAIN HEIGHTS)(0.97 Acres M/L)

RESTRICTIVE COVENANT: No livestock will be kept on the property.

Motion was made by Commissioner Knight seconded by Commissioner Stephens that Z-2014-015 be approved. Voting "Aye Knight, Stephens, Brown and Carrington.

Jul-24-2014-618

WHEREAS, the polling location, Precinct 1040, Daniel Payne Middle School is no longer open and cannot be utilized as a polling place; and

WHEREAS, the Bethel Baptist Church, located at 1708 Spencer Avenue, Birmingham, Al, 35214, has been made available for a polling precinct.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the polling precinct located at Daniel Payne Middle School be relocated to Bethel Baptist Church

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

Jul-24-2014-619

WHEREAS, the polling location, Precinct 4230, Birmingham Fire Station #31 is no longer suitable as a polling place; and
WHEREAS, the Guiding Light Church, located. at 1800 John Rogers Drive, Birmingham, Al, 35210, has been made available for a polling precinct.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the polling precinct located at Birmingham Fire Station #31 be relocated to Guiding Light Church.

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

Jul-24-2014-620

RESOLUTION AND ORDER AND PROCEEDINGS
PERTAINING TO REQUEST OF THE
CITY OF BIRMINGHAM BOARD OF EDUCATION
FOR THE CANCELLATION OF A SPECIAL SCHOOL TAX ELECTION
CALLED TO BE HELD IN THE BIRMINGHAM SCHOOL DISTRICT ON
SEPTEMBER 9, 2014, AND THE CALL OF A SPECIAL ELECTION
TO BE HELD ON FEBRUARY 10, 2015, ON THE LEVY OF
A SPECIAL DISTRICT 3.0 MILL TAX FOR PUBLIC SCHOOL PURPOSES
IN THE BIRMINGHAM SCHOOL DISTRICT IN THE COUNTY
(AMENDMENT NO. 382)

BE IT RESOLVED, ORDERED AND DECREED by the Jefferson County Commission (herein called "the Commission") as follows:

Section 1. Findings. (a) The Commission hereby finds, determines and declares there has been filed with the Commission a communication addressed to the Commission, from the City of Birmingham Board of Education (herein called "the Board") in the following language:

TO THE COUNTY COMMISSION OF JEFFERSON COUNTY, ALABAMA:

We hereby transmit to and file with you the attached copy of a resolution which was duly adopted by the City of Birmingham Board of Education at a meeting thereof duly convened and held on July 8, 2014. You are hereby requested to cancel the special election heretofore called to be held in the Birmingham School District on September 9, 2014, and to cause and call to be held on February 10, 2015, in the Birmingham School District in Jefferson County, Alabama, a special election as set forth in the said resolution. The boundaries of the Birmingham School District are coterminous with the boundaries of that portion of Jefferson County, Alabama, which lies within the City of Birmingham, Alabama, as set forth in the said resolution.

Yours very truly,

CITY OF BIRMINGHAM BOARD OF EDUCATION

By:/s/ Craig Witherspoon

Its Secretary

There was attached to the said request a certified copy of the following resolution:

"BE IT RESOLVED by the CITY OF BIRMINGHAM BOARD OF EDUCATION ("the Board"), in the State of Alabama, as follows:

Section 1. Definitions. The following words and phrases used in this Resolution, and others evidently intended to have the same meanings, shall, unless otherwise evidence in the context in which used, be given the following interpretations:

"Amendment No. 382" means that certain amendment to the Constitution proposed by Act No. 79-485, enacted at the 1915 Regular Session of the Legislature of Alabama, and proclaimed ratified on March 26, 1980.

"Birmingham School Tax District" means the special school tax district in the County subject to the jurisdiction and control of the Board, consisting of all the area in the County lying within the boundaries of the City of Birmingham, Alabama, as such school tax district now exists or as it may be hereafter formed.

"Commission" means the Jefferson County Commission, the governing body of the County.

"Constitution" means the Constitution of Alabama of 1901.

"County" means Jefferson County, Alabama.

"Special District School Tax" means the special district school tax authorized to be levied in the several school tax districts in the state at the rate of 3 mills on each dollar (30¢ on each \$100 dollars) of the assessed value of taxable property in each such district for public school purposes pursuant to Amendment No. 382.

Section 2. Findings and Recitals. Following due investigation and study, the Board has found and determined and does hereby find and declare as follows:

(a) The Board has determined that it is necessary and desirable that the County levy the Special District School Tax in the Birmingham School Tax District for a period of thirty (30) successive years beginning with the tax year commencing on October 1, 2015 (for which first tax year the tax will become due and payable on October 1, 2016), and continuing thereafter until and including the tax year commencing on October 1, 2044 (for which tax year the tax will become due and payable on October 1, 2045).

(b) All of the area lying within the Birmingham School Tax District is subject to the jurisdiction and control of the Board, and is subject to levy of the Special School District Tax.

(c) On May 19, 2014, the Board adopted a resolution ("the Prior Election Resolution") requesting that the Commission call an election to be held on September 9, 2014, in the Birmingham School District to determine whether or not the Special District School Tax shall be levied in the Birmingham School District.

(d) Acting pursuant to the Prior Election Resolution, the Commission did, on July 11, 2014, adopt Resolution and Order Jun-11-2014-397 calling the special school tax election on September 9, 2014.

(e) It is necessary and desirable and in the public interest that the special school tax election be delayed until February 10, 2015, and therefore the Board wishes to request that the Commission cancel the election heretofore called for September 9, 2014, and call an election on February 10, 2015.

Section 3. Request for Cancellation of Election on September 9, 2014, and Call of Election on February 10, 2015. Pursuant to the requirements of Amendment No. 382, of Title 16 of the Code, and of such other provisions of such Code as shall be applicable, the Board does hereby petition the Commission to cancel the election heretofore called for September 9, 2014, and call an election to be held on February 10, 2015, in the Birmingham School Tax District to determine whether or not the Special District School Tax shall be levied, at the rate of three mills on each dollar (30¢ each \$100) of assessed value of taxable property in the Birmingham School Tax District, for a period of thirty (30) successive years, beginning with the tax year commencing on October 1, 2015 (for which first tax year the tax will become due and payable on October 1, 2016), and continuing thereafter until and including the tax year commencing on October 1, 2044 (for which tax year the tax will become due and payable on October 1, 2045).

Section 4. Delivery of Proceedings and Requests. The Secretary of the Board shall be and hereby is directed and instructed to prepare and deliver a certified copy of these proceedings and the written request that the Commission cancel the election heretofore called for September 9, 2014, and call the aforesaid election to be held on February 10, 2015, pursuant to the provisions hereof. The boundaries of the Birmingham School District are coterminous with that portion of the County lying within the boundaries of the City of Birmingham. In addition, the Secretary of the Board is hereby authorized to furnish such other information or materials as shall be requested by the Commission in connection with the call of election hereinabove referred to."

[HERE ENDS THE COMMUNICATION OF THE BOARD]

(b) The said communication from the Board constitutes a request in writing by the Board that the Commission call and cause to be held in the special school district in the County known as the Birmingham School District (herein called "the Birmingham School District"), the special election referred to in the said request; and the said request has been duly made in the manner provided by law and complies in all respects with the applicable provisions of Article 9 of Chapter 13 of Title 16 of the Code of Alabama of 1975; the findings set out in Section 2 of the resolution adopted by the Board are true and correct; and the boundaries of the Birmingham School District are coterminous with that portion of the County lying within the boundaries of the City of Birmingham.

Section 2. Filing of Documents. The original documents referred to in paragraph (a) of Section I of this resolution are hereby ordered to be filed in the official records of the Commission.

Section 3. Cancellation of Election Called to be Held on September 9, 2014. The election heretofore called by the Commission to be held in the Birmingham School District on September 9, 2014, is hereby cancelled, and Resolution and Order Jun-11-2014-397 adopted by the Commission on the 11 day of June, 2014, and recorded in Minute Book 166 at pages 341-343 of the Official Minutes and Records of the Jefferson County Commission is hereby rescinded.

Section 4. Call of Election. An election shall be, and hereby is ordered and called to be, held in the Birmingham School District on February 10, 2015, between the legal hours for the holding of elections, and at the regular voting places in fine Birmingham School District, for the purpose of submitting to the qualified electors of the Birmingham School District the question of whether the Special District School Tax shall be authorized to be levied, at the rate of 30¢ on each one hundred dollars (3.0 mills on each dollar) of the assessed value of taxable property in the Birmingham School District for public school purposes, for a period of thirty (30) successive years beginning with the tax year

commencing on October 1, 2015 (for which first tax year the tax will become due and payable on October 1, 2016), and continuing until the tax year commencing on October 1, 2044 (for which last tax year the tax will become due and payable on October 1, 2045).

Section 5. Notice of Election. The Sheriff of the County is hereby directed to give notice of said election in the manner prescribed by law by publication in The Birmingham News, a newspaper published in the County and having general circulation in the Birmingham School District, once a week for four (4) successive weeks prior to the date fixed for said election, the first publication to be not later than thirty days prior to the date fixed for said election, anal also by posting a written notice of said election at the county courthouse and at three other public places within the Birmingham School District, each of which notices shall be so posted not later than thirty days prior to the date fixed for said election. The said notice to be so published and posted shall be in substantially the following form:

NOTICE OF SPECIAL ELECTION FOR THE
AUTHORIZATION OF A 3.0 MILL DISTRICT SCHOOL TAX
IN THE CITY OF BIRMINGHAM SCHOOL DISTRICT
IN JEFFERSON COUNTY, ALABAMA
(AMENDMENT NO. 382)

Notice is hereby given that the Jefferson County Commission, the governing body of Jefferson County, has called and ordered a special election to be held in the City of Birmingham School District in the said County on February 10, 2015, at which there will be submitted to the qualified electors of said School District, for their determination by ballot, the question of whether the said County shall be authorized to levy annually, for a period of thirty (30) successive years, beginning with the tax year commencing on October 1, 2015 (for which first tax year the tax will become due and payable on October 1, 2016), and continuing until the tax year commencing on October 1, 2044 (for which last tax year the tax will become due and payable on October 1, 2045), for public school purposes, a special property or ad valorem tax, at a maximum rate, for any tax year, which is equal to 30¢ on each on hundred dollars (3.0 mills on each dollar) of the assessed value of taxable property in the said School District.

The boundaries of the said Birmingham School District are coterminous with that portion of the County lying within the boundaries of the City of Birmingham.

The said election shall be held at the regular polling places in the City of Birmingham for Jefferson County elections.

Sheriff of Jefferson County

Section 6. Form of Ballot. The form of the official ballot to be used at the said election shall be substantially as follows:

OFFICIAL BALLOT
SPECIAL PUBLIC SCHOOL DISTRICT TAX ELECTION
CITY OF BIRMINGHAM SCHOOL DISTRICT
JEFFERSON COUNTY, ALABAMA
(AMENDMENT NO. 382, CONSTITUTION OF ALABAMA OF 1901)

Shall the governing body of Jefferson County, Alabama, be authorized to levy annually in the City of Birmingham School District of said county, the boundaries of which are coterminous with that portion of the Jefferson County, Alabama, lying within the boundaries of the City of Birmingham, for a period of thirty (30) successive years, commencing with the levy for the tax year which will begin on October 1, 2015 (for which tax year taxes will become payable on October 1, 2016), and continuing until the tax year which will begin on October 1, 2044 (for which tax year taxes will become payable on October 1, 2045) for public school purposes in said school district, a special district school tax at a maximum rate, for any tax year, which is equal to 30¢ on each one hundred dollars (3.0 mills on each dollar) of the assessed value of taxable property in said school district.

- () FOR proposed taxation
- () AGAINST proposed taxation

The voter shall record his or her choice, whether for or against the said special tax, by marking the ballot as indicated opposite the words in that one of the boxes above that expresses his or her choice.

Section 7. Ballots for Absent Voters. The form of the ballots for absent voters to be cast at the said election shall be the same as that provided for in the foregoing Section S except as follows:

- (a) lieu of the words "Official Ballot" at the heading of the ballot there shall be substituted the words "Official Absentee Ballot";
- (b) In lieu of the instructions to voters appearing at the end of the Official Ballot there shall be substituted the following:

Instructions to Voters

The voter shall record his or her choice, whether for or against the said special tax, by marking the ballot as indicated before or after the words expressing his or her choice.

- (c) Each absentee ballot shall be accompanied by an envelope on which there shall be printed an affidavit in the form prescribed by law

for absent voters for elections held in this state.

Section 8. Conduct of Election. The special election to be held in the District on February 10, 2015, shall be held and the results of such election shall be declared in the same manner and by the same officers as the results of regular elections for county officers, under the general election laws of the state.

NOW, THEREFORE, BE IT RESOLVED that the JEFFERSON COUNTY COMMISSION hereby adopts and approves the foregoing resolution and order this 24th day of July, 2014.

W. D. Carrington, President of the County Commission of Jefferson County

ATTEST:

Clerk and Administrator

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

Jul-24-2014-621

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and the District Attorney and Deputy District Attorney _____ to have the County provided compensation, pension contribution and health insurance amounts paid directly to the Office of Prosecution Services and merged with State provided compensation and paid to the Deputy District Attorney on the OPS payroll so that the entire compensation may be considered for the State pension.

David Keel

Holly Clemente

Natalie Vann

PAYROLL AUTHORIZATION

RECITAL:

Alabama law requires Jefferson County to pay specified annual compensation to the Birmingham and Bessemer District Attorneys and their deputies. The law also requires the State to pay a portion of the compensation for the District Attorneys and for some of the Deputy District Attorneys. Where the compensation responsibility is divided between the County and the State, the Attorneys' pension membership is also divided between the County pension and the State pension. Through this Agreement, the parties establish an option for the District Attorneys and the Deputy District Attorneys to elect to have the County provided compensation, pension contribution and health insurance amounts for single or family coverage paid directly to the Office of Prosecution Services (OPS) and merged with the State provided compensation and paid to the Deputy District Attorney on the OPS payroll so that the entire compensation may be considered for the State pension.

WITNESSETH:

IN CONSIDERATION OF THE PREMISES, Jefferson County (the County), the District Attorney and the Deputy District Attorney agree as set out below:

Definition: As used herein the term "County provided compensation/benefits" shall mean:

- a) The respective salary amounts for DDA's established by legislative act (and as amended) applicable to the Birmingham and Bessemer District Attorneys Offices and directed to be payable by Jefferson County as salary compensation;
- b) An amount equal to 3% of the salary compensation representing an employer pension match;
- c) An amount equal to 75% of the amount paid by the State toward the cost of State health insurance for either single or family coverage elected by the DDA.

* In accordance with past practice, the County shall include an amount for FICA upon the condition that the County will be reimbursed by the State.

- 1) By execution below, the Deputy District Attorney hereby elects to have his County-provided compensation/benefits paid directly to the Office of Prosecution Services and merged with his State-provided compensation and paid to him on the OPS payroll.
- 2) By execution below, the District Attorney hereby endorses and approves the above election of the Deputy District Attorney.
- 3) The County hereby agrees to make the quarterly payments in advance, no later than the 10th day of the months January, April, July and October of each year, of the County-provided compensation/ benefits, directly to the Office of Prosecution Services for merger with the State-provided compensation and paid to the deputy district attorney on the OPS payroll.
- 4) The amount initially to be paid by the County is set out on the attachment. Provided however, the amounts shall be automatically

amended to reflect changes in the compensation to be paid by the County; i.e., the annual step raises and promotions for Deputy District Attorneys and changes in insurance coverage and the amount paid by the State.

5) The effective date of this Agreement shall be _____, 2014.

IN WITNESS WHEREOF, the parties have executed this Agreement as reflected below.

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

Jefferson County Commission

Brandon K. Falls, District Attorney

Birmingham Division

_____ Deputy District Attorney

Birmingham Division

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

Jul-24-2014-622

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Amendment to the Agreement between Jefferson County, Alabama and Jefferson Blount St. Clair County Mental Health Authority to provide on-site mental health services for FY2014-2015 in the amount of \$159,900.

Contract ID: CON-00005633

AMENDMENT TO CONTRACT

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

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

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

The contract between the parties which was approved by the Jefferson County Commission on August 28, 2012, at M.B. 163, Pg. 4873-486, is hereby amended as follows:

- Item 3. The completion date of all services under this Contract is September 30, 2014 or until \$159,900.00 is billed and paid, whichever comes first.

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

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

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

CONTRACTOR

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

Jefferson Blount St. Clair County Mental Health Authority

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

Jul-24-2014-623

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request from Anne-Marie Adams, Circuit Clerk - Birmingham Division for compensation for serving as Absentee Elections Manager for the Democratic and Republican Primaries held on June 3, 2014 in the amount of \$9,200 (46 days @ \$200 per day/per election), be and hereby is approved.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request Anne-Marie Adams, Circuit Clerk - Birmingham Division for compensation for serving as Absentee Elections Manager for the Democratic and Republican Runoff Election held on July 15, 2014 in the amount of \$8,000 (40 days @ \$200 per day/per election), be and hereby is approved.

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

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

Jul-24-2014-624

WHEREAS, Congress has appropriated funds for the Emergency Solutions Grant Program for fiscal year 2013; and

WHEREAS, the Jefferson County Commission has applied for and has been designated by the Federal Government, Department of Housing and Urban Development as a recipient for Emergency Solutions Grant Program funds; and

WHEREAS, the Emergency Solutions Grant Program does allow entitlement local governments to contract with non-profit organizations for services for the implementation of the program; and

WHEREAS, Jefferson County Commission desires to enter into a contract with The Salvation Army, a Georgia Corporation (HESG13-HP-SA) for an amount not to exceed \$21,928.00.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President is hereby authorized, directed and empowered to execute the contract agreement between Jefferson County, Alabama and The Salvation Army, a Georgia Corporation (HES13-HP-SA) for an amount not to exceed Twenty One Thousand Nine Hundred Twenty Eight and no/100 Dollars (\$21,928.00). This agreement is from Program Year 2013 federal funds.

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

Jul-24-2014-625

WHEREAS, Congress has appropriated funds for the Emergency Solutions Grant Program for fiscal year 2013; and

WHEREAS, the Jefferson County Commission has applied for and has been designated by the Federal Government, Department of Housing and Urban Development as a recipient for Emergency Solutions Grant Program funds; and

WHEREAS, the Emergency Solutions Grant Program does allow entitlement local governments to contract with non-profit organizations for services for the implementation of the program; and

WHEREAS, Jefferson County Commission desires to enter into a contract with One Roof (HESG13-HMIS-OR) for an amount not to exceed \$10,000.00.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President is hereby authorized, directed and empowered to execute the contract agreement between Jefferson County, Alabama and One Roof (HESG13-HMIS-OR) for an amount not to exceed Ten Thousand and no/100 Dollars (\$10,000.00). This agreement is from Program Year 2013 federal funds.

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

Jul-24-2014-626

WHEREAS, the Jefferson County Commission approved a resolution on May 30, 2013 in Minute Book 165, Page 72 authorizing an Agreement between Jefferson County, Alabama and One Roof for a Federal Emergency Solutions Grant (HESG12-HMIS-OR); and

WHEREAS, the Agreement was previously amended on April 24, 2014, in Minute Book 166, Pages 219-220.

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 to September 30, 2014. 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 called "the County," and One Roof (HESG12-HMIS-0R), hereinafter called "the Contractor" to provide services and shelter for the homeless in Jefferson County . The effective date of this agreement shall be May 30, 2013.

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 30, 2013 , in Minute Book 165, Page 72.

Said contract was previously amended on April 24, 2014, in Minute Book 166, Page 219-220, is hereby amended as follows:

The purpose of this Amendment is to extend the contract period to September 30, 2014.

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

JEFFERSON COUNTY, AL

W.D. Carrington, President

Jefferson County Commission

CONTRACTOR

Michelle Farley, Executive Director

One Roof

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

Jul-24-2014-627

BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Youth Agreement with The Dannon Project for Program Year 2014. The agreement provides for training 60 participants in occupational training. The agreement is in the amount of \$478,114.39 and is for the period July 1, 2014 through June 30, 2015.

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

Jul-24-2014-628

BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Youth Agreement with Paxen Learning Corporation for Program Year 2014. The agreement provides for training 60 participants to receive GED's. The agreement is in the amount of \$219,878.68 and is for the period July 1, 2014 through June 30, 2015.

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

Jul-24-2014-629

BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Youth Agreement with the Construction Education Foundation of Alabama (CEFA) for Program Year 2014. CEFA will teach NCCER Level 1

Carpentry with additional time spent on multiple trade training for 15 participants. The agreement is in the amount of \$71,912.28 and is for the period July 1, 2014 through June 30, 2015.

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

Jul-24-2014-630

BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Youth Agreement with the Dynamic Educational System Inc. (DESI) for Program Year 2014. DESI will provide services to 40 youth to help them become self-sufficient. The agreement is in the amount of \$267,223.74 and is for the period July 1, 2014 through June 30, 2015.

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

Jul-24-2014-631

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to sign a WIA Supportive Services agreement with United Way of Central Alabama for \$650,000.00. The period of performance is July 1, 2014 - June 30, 2015.

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

Jul-24-2014-632

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the Fairfield Willie Mays Park Improvements Project (CDBG12-03F-M01-FWM), such bids having been opened on June 24, 2014 and listed as follows:

<u>Contractor</u>	<u>Total Bid</u>
Syms Contractors, Inc.	\$115,910.00
G2 Construction LLC	\$124,000.00
Battle Miller Construction Corp.	\$199,600.00
The Pennington Group, Inc.	\$233,600.00

WHEREAS, after tabulation by Thompson Architecture Inc. and consideration by the Jefferson County Office of Community & Economic Development, it has been recommended that the contract be awarded to the lowest responsible bidder, Syms Contractors, Inc., for the bid amount of \$115,910.00.

NOW THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, be and he hereby is authorized, empowered and directed to award and execute an agreement for the construction of the Fairfield Willie Mays Park Improvements Project to Syms Contractors, Inc., for the bid amount of One Hundred Fifteen Thousand Nine Hundred Ten and no/100 Dollars (\$115,910.00). This project will be funded with federal Community Development Block Grant Funds. This project is from the Program Year 2012.

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

Jul-24-2014-633

WHEREAS, Jefferson County, Alabama has received Request for proposals for the Water Conservation & Plumbing Repairs Project,

such proposals having been opened on April 8, 2014 and listed as follows:

Contractor	<u>Total Proposal Rate</u>
Advance Plumbing	\$ 4,727.50
Brad Hinton Plumbing	\$ 10,897.00
S & I Plumbing	NVB

WHEREAS, after review of the request for Proposals and consideration by the Jefferson County Office of Community & Economic Development, it has been recommended that the contract be awarded to the lowest responsible proposer, Advance Plumbing, for a proposal rate of \$4,727.50.

NOW THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, be and he hereby is authorized, empowered and directed to award and execute an agreement for the Water Conservation & Plumbing Repairs Project to Advance Plumbing, for the amount of Thirty Five Thousand and no/100 Dollars (\$35,000.00). The contract will be valid for one year from the date of execution.

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

Jul-24-2014-634

WHEREAS, Jefferson County, Alabama has established the Jefferson County Community Development Consortium to receive Community Development Block Grant (CDBG), Home Investment Partnerships (HOME), Emergency Solutions Grant (ESG), and other HUD program funds; and

WHEREAS, the Jefferson County Commission approved and adopted a resolution on July 10, 2014 authorizing Cooperation Agreements between Jefferson County, Alabama and 25 municipalities. The same resolution was recorded in Minute Book 166, Page(s) 461-462 Official Minutes and Records of said County Commission; and

WHEREAS, six area municipalities expressed their desire to participate in the Jefferson County Community Development Consortium by entering into cooperation agreements with Jefferson County, AL.

NOW THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President be and he hereby is authorized, empowered and directed to amend the previous resolution and execute the Cooperation Agreements for six (6) additional municipalities to be included in the Jefferson County Consortium. These agreements authorize participation of the following municipalities in the Fiscal Years 2015, 2016 and 2017 Community Development Block Grant Program, HOME Program, ESG Program and other HUD programs:

- | | |
|---------------------|------------------|
| City of Adamsville | Town of Cardiff |
| City of Pinson | Town of Maytown |
| Town of North Johns | Town of Trafford |

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

Jul-24-2014-635

Communication was read from Roads & Transportation recommended the following:

1. AT&T to install 1,535' of buried cable on Pocahontas Road from Goocher Road to Paradise Lane

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

Jul-24-2014-635

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: July 8, 2014
Purpose: Payment to Terry W. Hethcox for acquired Temporary Construction Easement that contains 0.088 acres, more or less (site address) – 1686 Patton Chapel Road, B'ham., AL 35226
Project No. STPBH-7020(601) - Patton Chapel Rd - Ph. III – Tr. 30 Agent: Alan K. Dodd
Price: \$9,705.00
Pay to the order of: Terry W. Hethcox
Mailing Address: 1686 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 Knight seconded by Commissioner Stephens that the above resolution be adopted. Voting “Aye” Knight, Stephens, Brown and Carrington.

Jul-24-2014-636

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: July 8, 2014
Purpose: Payment to Melissa Wilkins for acquired Temporary Construction easement that contains 0.010 acres, more or less (site address) – 1811 Polo Court, Hoover, AL 35226
Project No. STPBH-7020(601) - Patton Chapel Rd - Ph. III – Tr. 50B Agent: Alan K. Dodd
Price: \$500.00
Pay to the order of: Melissa Wilkins
Mailing Address: 1811 Polo Court
Hoover, AL 35226
Fund #4022000000, Bus. Area 5100 - Object 515710 - Fund Center - 5100000000 - Functional Area THR0 - WBS C.132.D.
Check Delivery Code 84

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

Jul-24-2014-637

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Roads & Transportation be granted permission to temporarily close Pleasant Hill Road at its intersection with Dickey Springs Road to re-grade and reconstruct the roadway to intersect with the newly realigned Dickey Springs Road beginning Monday, August 4, 2014 and reopened Friday, August 8, 2014.

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

Jul-24-2014-638

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Contract for Services - Medicaid Waiver Agreements between Jefferson County, Alabama by and through the Office of Senior Citizen Services (OSCS) and the following to provide home and community-based services for eligible Medicaid recipients as authorized by the Alabama Medicaid Agency

for the period June 1, 2014 - September 30, 2014. OSCS shall pay accumulated authorized costs to the Contractors subject to the receipt of funds from the Alabama Department of Senior Services.

Alexti Home Care, Inc.	Jefferson County Committee for Economic Opportunity
All In One Health	Stevens Home Health Care
Elect Home Care, LLC	Virginia's Sitter Service
Healing Hearts II Home Health Care	

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

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

Jul-24-2014-639

WHEREAS, Jefferson County desires entry to property owned by the Jefferson County Board of Education for the purpose of conducting tests and inspections of property to be acquired for construction of the Concord Storm Shelter.

NOW THEREFORE BE IT RESOLVED, by the Jefferson County Commission that the Right of Entry Agreement by and between the Jefferson County Board of Education (owner) and Jefferson County, Alabama, through the Jefferson County Commission is approved.

RIGHT OF ENTRY AGREEMENT

This RIGHT OF ENTRY AGREEMENT (the "Agreement") is entered by and between the JEFFERSON COUNTY BOARD OF EDUCATION (the "Owner"), and JEFFERSON COUNTY, ALABAMA, through its County Commission (the "County").

WHEREAS, the Owner holds title to real property upon which it operated the former Concord Elementary School in Jefferson County, Alabama and which is identified by the County Tax Assessor as Parcel Identification Numbers 31-00-15-4-000-033.000 and 31-00-15-4-000034.000 (hereinafter, the "Property"); and

WHEREAS, the County has requested the right to enter the Property to conduct testing, evaluate, survey, place equipment, examine conditions or otherwise complete other due diligence inspections that are customarily performed prior to the acquisition of realty or deemed reasonably necessary by the County (collectively hereinafter, the "Inspection"); and

WHEREAS, pursuant to the terms of this Agreement, the Owner grants the County, and any of its employees, agents, contractors, or consultants (collectively, the "County Representatives"), access to the Property and the right to perform the Inspection.

NOW THEREFORE, in consideration of the mutual covenants herein, and other good and valuable consideration paid to the Owner, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. The term of this Agreement shall commence on the date it is last signed below by a party and thereafter remain in effect for a period of one hundred eighty (180) days. Thereafter, this Agreement may be renewed at the option of the County under the same terms and conditions herein for one additional ninety (90) day period.
2. The Owner grants the County and the County Representatives the right to enter the Property and perform the Inspection on all sections or areas thereon; provided that the County may not perform tests in the area presently occupied and utilized by the Concord Fire District without the permission of its authorized representative. The County acknowledges that this Agreement only grants it a license to perform the Inspection operations, not any interest or estate of any kind, nature or extent in the Property or other right.
3. At its expense, the County shall complete, manage, and oversee all operations undertaken by it in the Inspection. The County covenants that all Inspection operations shall be completed according to federal, state and other governmental laws, rules and regulations, and in accordance with industry standards for like operations. Without limiting the foregoing, any soil cuttings removed during any boring operations will be stored and disposed of in accordance with applicable laws.
4. Following the expiration of this Agreement or the completion of the Inspection, the County, at no cost to the Owner, agrees to provide the Owner copies of all final reports generated by the County and the County Representatives in performing their Inspection, including, but not limited to, any survey, title examination or report, environmental assessment, geotechnical report related to soil, any report concerning or disclosing the presence, nature or location of subsurface lines, facilities or improvements, or other reports related to conditions on, about or under the surface of the Property.
5. Within thirty (30) days after the expiration of this Agreement or the completion of the Inspection, whichever occurs first, the County, at its expense, agrees as follows:

(i) to remove all facilities and equipment by it or the County Representatives placed by it on the Property in connection with the Inspection; and

(ii) if holes are bored or uneven conditions are created in the surface of the Property in the course of testing, to fill any bore holes, test pits or openings made by any County Representatives with suitable material and restore the surface so disturbed to a reasonably level condition.

6. The County waives, releases and agrees to indemnify the Owner, and any of its employees, officials, successors and assigns, from any and all claims, liabilities, and losses of every kind, character and nature whatsoever for personal injury or property damage claimed by or on behalf of any person or entity against the County or Owner that arise out of, result from, or are caused by the acts, conduct, or omissions of the County and the County Representatives in performing Inspection operations or the County's obligations under this Agreement.

7. The Owner does not represent that the Property is suitable for the purposes intended by the County, or that it is safe for the performance of the Inspection. All persons entering the Property in connection with the Inspection shall do so at their own risk.

8. All notices that are required to be given hereunder shall be deemed to have been properly given if sent by registered or certified mail, postage prepaid, and directed to the undersigned at the central place of operations utilized by them in Jefferson County.

9. Miscellaneous.

(a) Neither this Agreement nor any of its terms or conditions is intended to grant or confer any benefits, rights, claims, actions, remedies, or privileges upon any third party.

(b) This Agreement expresses the complete intent and agreement of the parties concerning the subject matter herein. The provisions herein supersede all prior negotiations, conversations, and understandings concerning those matters.

(c) All terms and conditions of this Agreement shall be binding upon the parties and their respective successors and assigns, and cannot be varied or waived by any oral representation or promise of any representative of the parties unless made in a subsequent writing that is signed by the authorized representatives of all parties.

(d) The County may assign this Agreement or the benefits of it to any of the parties or entities set forth on Exhibit A without further approval from the Owner. Any other assignment to a third party (not including the County Representatives for whom no additional approval is required) will require advance written approval of the Owner.

(e) This Agreement may be executed (a) in counterparts, a complete set of which together shall constitute an original and (b) in duplicates, each of which shall constitute an original. Copies of this Agreement showing the signatures of the respective parties, whether produced by photographic, digital, computer, or other reproduction, may be used for all purposes as originals.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date(s) set forth below.

JEFFERSON COUNTY BOARD OF EDUCATION (Owner)

_____, Superintendent

JEFFERSON COUNTY, ALABAMA (County)

W. D. Carrington, President

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

Thereupon the Commission Meeting was recessed.

The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 9:00 a.m., Thursday, August 14, 2014.

President

ATTEST

Minute Clerk