

STATE OF ALABAMA)

JEFFERSON COUNTY) January 22, 2015

The Commission convened in regular session at the Bessemer Courthouse at 9:14 a.m., James A. Stephens, President, presiding and the following members present:

District 1 - George F. Bowman

District 2 - Sandra Little Brown

District 3 - James A. (Jimmie) Stephens

District 4 - Joe Knight

District 5 - David Carrington

Motion was made by Commissioner Knight seconded by Commissioner Brown that the Minutes of January 8, 2015, be approved. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

The Commission met in Work Session on January 21, 2015, and approved the following items to be placed on the January 22, 2015, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Item 1 and two additional items.
- Commissioner Brown, Community Development and Human Resource Services Committee Items 1 through 8 and Addendum Item 2.
- Commissioner Stephens, Administrative, Public Works and Infrastructure Committee Items 1 through 29 and one additional item.
- Commissioner Knight, Judicial Administration, Emergency Management and Land Planning Committee Item 1.
- Commissioner Carrington, Finance, Information Technology & Business Development Committee Items 1 through 20 and Addendum Item 1.

Jan-22-2015-54

WHEREAS, as of Section 40-5-29, 1975 Code of Alabama, requires the Tax Collector to make his final reports of the uncollected balances of personal property taxes for Tax Year 2013 showing the name of every insolvent tax payer from whom he has been unable to collect, the amount of state and county taxes due from him and an itemized report of the taxes still in litigation; and

WHEREAS, the office of Tax Collector has certified to the Commission that it has made diligent effort to collect such taxes and the Commission is satisfied therewith.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby allows the Collector credit for such insolvent taxes as he has been unable to collect and for taxes remaining in litigation and credits him with all County taxes included therein and the President shall certify the same to the Comptroller for the State, which certification shall be reflected by the President's signature upon said Tax Collector's final report.

BE IT FURTHER RESOLVED that a copy of said final report shall be retained by the Minute Clerk.

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amount of state and county taxes due from him and an itemized report of the taxes still in litigation; and

WHEREAS, the office of Tax Collector has certified to the Commission that it has made diligent effort to collect such taxes and the Commission is satisfied therewith.

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BE IT FURTHER RESOLVED that a copy of said final report shall be retained by the Minute Clerk.

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

Jan-22-2015-55

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and the Board of Trustees of the University of Alabama, for the University of Alabama at Birmingham (UAB) to provide mental health court services for FY2014-2015 in the amount of \$541,000.

AGREEMENT

THIS AGREEMENT entered into this day of , by and between Jefferson County, Alabama, hereinafter called "the County", and the Board of Trustees of the University of Alabama, for the University of Alabama at Birmingham, hereinafter called "the Contractor".

The effective date of this agreement shall be September 30, 2014.

WHEREAS, the County desires to contract for mental health court services; and

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

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES:
The Contractor shall provide the following services to the Jefferson County Commission on an as need basis:
Provide mental health court services for Jefferson County including the following components: (1) continue Mental Health Court services within the Bessemer division; (2) reestablish Mental Health Court services within the Birmingham division, (3) adequately staff both programs to ensure quality service delivery; (4) convene an advisory committee of community stakeholders to best utilize local resources and engage local providers, (5) coordinate pre- and post-release services for offenders with serious mental health conditions, (6) thoroughly screen potential participants including financial status to determine whether the individual meets the definition of indigent, (7) maintain appropriate statistics on activities performed and individuals served (8) provide a detailed report describing the use of funds and program benefits no later than 60 days following September 30, 2015.
3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render services to the County beginning on October 1, 2014. The completion date of all services under this Contract is September 30, 2015.
4. COMPENSATION: The Contractor shall be compensated for services rendered under the terms and conditions of this contract not to exceed the maximum amount of \$541,000.00. Payments will be made in one twelfth increments upon submission and review of participant verification of indigency. Requests for reimbursement shall be submitted on forms furnished by the COUNTY. Funds for this will be paid from the indigent care funds and general fund. Requests for payments will be paid by the Finance Department upon receipt of invoice.
5. ASSIGNMENT: No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize the Contractor to subcontract (assign) any portion of this contract, the Contractor will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Contractor must maintain a continuous effective business relationship with the sub-contractors) including, but not limited to, regular payment of all monies owed to 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. All subcontracts must be approved by Jefferson County.
6. GOVERNING LAW/DISPUTE RESOLUTION: The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, materials and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by the laws of the State of Alabama.

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

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

9. NON-DISCRIMINATION POLICY: The Jefferson County Commission is strongly committed to equal opportunity in solicitation of /TB's and RFP's. The County encourages bidders and proposers to share this commitment. Each bidder submitting a proposal agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate against any person otherwise qualified solely because of race, creed, sex, national origin or disability. (Sign attached Jefferson County's Alabama Equal Employment Opportunity Certification Form)

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

11. TERMINATION OF CONTRACT: 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.

12. LIABILITY:

A. 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.

UAB, a division of The Board of Trustees of the University of Alabama, a state agency, cannot waive immunity conferred by Ala. Const. Art 1§ 14. The exclusive forum in which a claim can be asserted against UAB is the State of Alabama Board of Adjustment. UAB maintains self-insurance coverage applicable to the negligent acts and omissions of its officers and employees, which occur within the scope of their employment by UAB. UAB has no insurance coverage applicable to third-party acts, omissions or claims, and can undertake no obligation that might create a debt on the state treasury.

B. The County and UAB recognize that, in order for professional liability coverage to be provided for activities pursuant to this Agreement, it is necessary for each to have access to normal investigation information for specific incidents which may give rise to a claim being filed against either party. Therefore, each party shall notify the other of such events and each party agrees to cooperate with the other in investigation and/or processing of such incidents and/or claims,

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

Jefferson County Finance Department
716 Richard Arrington Blvd. North
Birmingham, AL 35203

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

15. INSURANCE: The University, an agency of the State of Alabama, agrees to be responsible for any and all third-party claims that arise as a result of negligent acts and omissions of UAB, its officers, employees and agents in the performance of the work that is the subject of this agreement. UAB maintains a formal self-insurance program to cover claims against the Institution and its employees, with limits of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate

(Note* UAB, a division of the Board of Trustees of The University of Alabama, a state agency, cannot waive immunity conferred by Ala. Const. Article 1 & 14. The exclusive forum in which a claim can be asserted against UAB is the State of Alabama Board of Adjustment. UAB maintains self-insurance coverage applicable to the negligent acts and omissions of its officers and employees, which occur within the scope of their employment by UAB. UAB has no insurance coverage applicable to third-party acts. Omissions or claims, and can undertake no obligation that might create a debt on the State Treasury. UAB is a state agency and is not subject to the Workmen's Compensation Act. UAB maintains equivalent on the job coverage and a long-term disability program.)

16. HOLD HARMLESS AND INDEMNIFICATION: UAB is a state institution and is constrained by Alabama State Law in its ability to indemnify and hold harmless another entity. The exclusive forum in which a claim can be asserted against UAB is the State of Alabama Board of Adjustment. UAB maintains self-insurance coverage applicable to the negligent acts and omissions of its officers and employees,

which occur within the scope of their employment by UAB. UAB has no insurance coverage applicable to third-party acts, omissions or claims, and can undertake no obligation that might create a debt on the State Treasury.

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 any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.

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

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. RECORDS AND REPORTS: Financial records, supporting documents, statistical records, and all other records pertinent to this Agreement shall be retained by the SUB-RECIPIENT for a period of four (4) years from the termination or completion of 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.

The Board of Trustees of the University of Alabama
for The University of Alabama at Birmingham
Lynn W. Stedman MBA
Director - Office of Sponsored Programs

JEFFERSON COUNTY, ALABAMA
James A. Stephens, President
Jefferson County Commission

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

Agreement with Centurion Services Group, LLC to act as exclusive agent for the purpose of selling certain items of medical equipment, medical related furniture and inventory was pulled.

Jan-22-2015-56

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission, District 2 annual salary for the position of Appointed Administrative Secretary - County Commission (Classification #094602) be decreased from \$60,661.00 to \$58,661.00 effective January 24, 2015.

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

Jan-22-2015-57

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and CEAssociates Engineering Consultants for engineering services associated with the Brighton Mini Park Improvements Project (CDBG13-03-M02-BMP). The fee for these services will be Thirty One Thousand Four Hundred and Fifty and 00/100 Dollars (\$31,450.00), and will be paid for in full with federal funds. This project is from the Program Year 2013 funds.

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

Jan-22-2015-58

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Cooperation Agreement between Jefferson County, Alabama and the City of Warrior for the Warrior Storm Shelter #2 (CDBG-DR-03-M4-WSS2). There is \$600,000 in federal CDBG-DR funds allocated to this project. This project is from the 2012 Program Year.

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

Jan-22-2015-59

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Cooperation Agreement between Jefferson County, Alabama and the City of Midfield for the Midfield Park Improvements Project (CD14-03F-M-MPI). There is \$177,000 in federal CDBG-DR funds allocated to this project. This project is from the 2014 Program Year.

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

Jan-22-2015-60

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Cooperation Agreement between Jefferson County, Alabama and the Martintown-Elra Heights Civic League for the Martintown Senior Center Improvements Project (CD14-03A-U-MSC). There is \$177,000 in federal CDBG-DR funds allocated to this project. This project is from the 2014 Program Year.

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

Jan-22-2015-61

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

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

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

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President James A. Stephens is authorized and hereby directed to execute the Finding of No Significant Impact for the Concord Storm Shelter Project (CDBG-DR13-03-U3-CSS).

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

Jan-22-2015-62

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

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

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

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

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President James A. Stephens is authorized to consent and on behalf of the applicant, to accept jurisdiction for the enforcement of all aforesaid responsibilities, and is hereby authorized once the fifteen (15) day comment period has expired to execute and submit to the U.S. Department of Housing and Urban Development (HUD) a "Request for Release of Funds Certification" and documents for the Concord Storm Shelter Project (CDBG-DR13-03-U3-CSS) from the Community Development Block Grant Recovery Fund Program.

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

Jan-22-2015-63

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

Agreement with JobVite, Inc. to provide career scraping to multiple job posting sites and social media referral software for the period January 1, 2015 - December 31, 2015 in the amount of \$12,520.

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

Jan-22-2015-64

AMENDED RESOLUTION

WHEREAS, Jefferson County Family Court is mandated to facilitate the care, protection and discipline of children who come under the jurisdiction of the juvenile court while acknowledging the responsibility of the juvenile court to preserve the public peace and security; and

WHEREAS, Family Court provides numerous other monitoring, counseling, enforcement and mental health services for the children of Jefferson County; and

WHEREAS, Family Court was unable to obtain approval to continue certain programs required to receive grant funds from the Alabama Department of Youth Services; namely the Youth Advocacy Program administered by the Jefferson-Blount-St. Clair Mental Health Authority; and

WHEREAS, after approval to pay final invoices for services provided in closing out the program, \$311,572.49 in grant funds received from the Alabama Department of Youth Services for the purpose of offering the Youth Advocacy Program will remain unexpended. This resolution will serve as an amendment to the previous approved resolution dated 11/20/14 minute book: 167 page 245 to return an amount of \$424,066.89.

NOW THEREFORE BE IT RESOLVED, that the Chief Financial Officer is directed to remit unexpended grant funds in the amended amount of \$311,572.49 to the Alabama Department of Youth Services.

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

Carrington, Brown, Bowman, Knight and Stephens.

Jan-22-2015-65

WHEREAS, the development and construction of a McCalla community Sheriffs Sub-station serves a public purpose and is in the interest of the citizens of Jefferson County; and

WHEREAS, this project is funded by Jefferson County; and

WHEREAS, the Commission wishes to support efforts to provide public safety initiatives throughout the County.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, that any rezoning, variance, and plan review fees for the McCalla Sheriffs sub-station are hereby waived.

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

Jan-22-2015-66

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that upon the recommendation of the Interim Director of Roads and Transportation, and the Director of Environmental Services, the President of the Commission is hereby authorized to quit claim the County's interest in Cobb Street Pump Station. A deed of exchange has been prepared to quit claim the easement for the pump station to Twin Properties, L.L.C. and to convey a sanitary sewer right-of-way to Jefferson County for the existing sewer line.

Cobb Street Pump Station

THIS INSTRUMENT PREPARED BY:
Denise Shelton, Land Acquisition Agent
Right-of-Way Division
Jefferson County Roads and Transportation
A200 Courthouse
Birmingham, AL 35203

Legal Description from Engineering Plans prepared by Arrington Engineering

DEED OF EXCHANGE

FOR

SANITARY SEWER RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of One and 00/100 Dollars (1.00) cash in hand paid by Jefferson County, Alabama, the receipt whereof is hereby acknowledged, Twin Properties, L.L.C., an Alabama Limited Liability Company, does hereby grant, bargain, sell and convey unto the said Jefferson County, a political subdivision of the State of Alabama, its successors and assigns, a right-of-way and easement for sanitary sewer purposes, including the installation and maintenance of sewer pipelines, underground and on the surface, and underground and surface support facilities, including stations, access points, stub outs and manholes, said right-of-way and easement being located in Jefferson County and described as follows:

A 20 foot wide sanitary sewer right of way situated in NW ¼ of Section 23. Township 18 South, Range 3 West, Jefferson County, Alabama, and being more particularly described as follows:

Commence at the Northeast corner of Lot 38 Southwood Subdivision as recorded in Map Book 153 Page 10 as recorded in the Office of Judge of Probate of Jefferson County, Alabama and run southerly along the east lot line of said Lot 38 for a distance of 20.09 feet to the Point of Beginning of a 20 foot Sanitary Sewer right of way lying 10 feet each side, parallel to, and abutting the following described line; thence turn left an angle of 93°29'13" and run easterly a distance of 73.17 feet, more or less, to the westerly right of way of line of Cobb Street and the end of this sanitary sewer right of way.

The outer boundaries of said Sanitary Sewer Right of Way being extended or trimmed as necessary to terminate at the property lines of the grantor.

For the consideration aforesaid, the undersigned do grant, bargain, sell and convey unto said County the right and privilege of a perpetual use of said lands for such public purpose, together with all rights and privileges necessary or convenient for the full use and enjoyment thereof, including the right of ingress to and egress from said strip and the right to cut and keep clear all trees, undergrowth and

other obstructions on the lands of the undersigned adjacent to said strip when deemed reasonably necessary for the avoidance of danger in and about said public use of said strip, and the right to prohibit the construction or maintenance of any improvement or obstruction (except fencing) or the placement of spoil or fill dirt or heavy equipment or heavy objects on, over, across or upon said area herein conveyed without the written permission from Jefferson County.

In consideration of the benefit to the property of the undersigned by reason of the construction of said sewer facility, the undersigned hereby release Jefferson County, the State of Alabama, and/or the United States of America, and/or any of their agents, from all damages present or prospective to the property of the undersigned arising or resulting from the construction, maintenance and repair of said improvement, and the undersigned do hereby admit and acknowledge that said sewer facility, if and when constructed, will be a benefit to the property of the undersigned.

The undersigned Twin Properties, L.L.C., an Alabama Limited Liability Company, covenant with said Jefferson County that it is seized in fee-simple of said premises and have a good right to sell and convey the same and that the same are free from all encumbrances, and the undersigned will warrant and defend the title to the aforegranted strip of ground from and against the lawful claims of all persons whomsoever.

In consideration of the above conveyance, Jefferson County, Alabama, a political subdivision of the State of Alabama, to the extent that it maintains any ownership or interest, does remise, release, quit claim and convey to the said Twin Properties, L.L.C. an Alabama Limited Liability Company, all rights, title, interest, and claim in or to the following described real estate (excepted from this conveyance is any portion of the below described easement lying within the above described parcel of sanitary sewer right-of-way being conveyed to Jefferson County by this instrument), such property being more particularly described as follows, to-wit.

That certain 50 foot Sanitary Sewer Easement described in Instrument 6376/457 as recorded in the Probate Office of Jefferson County, Alabama lying in the NW ¼ of Section 23 Township 18 South Range 3 West, and being more particularly described as follows:

Begin at the Southeast Corner of Lot 12 in Block 8 in Oak Grove Estates as recorded in Map Book 32 Page 43 in the Office of Judge of Probate of Jefferson County, Alabama and run west along the south line of said Lot 12 for a distance of 73 feet, more or less, to the northeast corner of Lot 38 Southwood Subdivision as recorded in Map Book 153 Page 10 in the Office of Judge of Probate of Jefferson County, Alabama and thence turn left and run southerly along the east line of said Lot 38 and Lot 37 of said Southwood survey for a distance of 50 feet; thence turn left and run easterly and parallel with the first mentioned course for a distance of 73 feet, more or less to the westerly right of way line of the County Road (aka Cobb Street); thence north along the west line of the county road (aka Cobb Street) for a distance of 50 feet to the point of beginning.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, all on this _____ day of _____, 2014.

Twin Properties, L.L.C., an Alabama Limited Liability Company

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President

Jefferson County Commission

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

Jan-22-2015-67

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that upon the recommendation of the Interim Director of the Roads and Transportation Department, the President of the Commission is hereby authorized to execute a Right-of-Way Deed for conversion of fee property into road right-of-way on Tract 7 of the Springdale Road Bridge Replacement Project. This property was acquired by Warranty Deed.

RIGHT-OF-WAY DEED (ROAD)
Springdale Road Bridge Replacement #227

ENGINEERING-469
Jefferson County, Alabama
Tract No. 7

THIS INSTRUMENT PREPARED BY:
James F Henderson, Jr., County Property Manager
A200 Courthouse

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of -----One and

no/100,s----- Dollars (\$1.00) Cash to Jefferson County, Alabama, a political subdivision of the State of Alabama, in hand paid by Jefferson County, Alabama, a political subdivision of the State of Alabama the receipt whereof is hereby acknowledged, we, the undersigned, do hereby grant, bargain, sell and convey unto the said Jefferson County, its successors and assigns, a right-of-way and easement for public purposes, including a public road and appurtenances, including drainage facilities, underground water and sewer lines and other public utilities and devices both below and above ground. Said right-of-way being located in Jefferson County, Alabama and described as follows, to-wit:

A Road Right-of-Way being a part of Lot 1, Block 2 in Dan W. Poe's Survey in the NE ¼ of the NW ¼ and the NW ¼ of the NE ¼ of Section 5, Township 17 South, Range 2 West, known as Danville, recorded in Map Book 28, Page 74 in the Office of the Probate Judge of Jefferson County, Alabama. Said Right-of-Way, being more particularly described as follows: Beginning at the Northeast corner of said Lot 1, thence Southeasterly along the East line of said Lot 1 and the currently existing westerly Right-of-Way of Springdale Road a distance of 100.00 feet; thence turn right an angle of 66°11'47" and run in a Southwesterly direction for a distance of 90.99 feet. Thence turn right an angle of 93°48'00" and run Northwesterly along the West line of said Lot 1 a distance of 100.00 feet. Thence turn right an angle of 90°00'14" and run Northeasterly along the North line said Lot 1 a distance of 125.02 feet to the point of beginning and the end of said Right-of-Way.

Said Right-of-Way lies in the NE ¼ of the NW ¼ and the NW ¼ of the NE ¼ of Section 5, Township 17 South, Range 2 West, Jefferson County, Alabama and contains 10,412.51 Square feet or 0.2390 acres.

For the consideration aforesaid, the undersigned do grant, bargain, sell and convey unto said County the right and privilege of a perpetual use of said lands for such public purpose, together with all rights and privileges necessary or convenient for the full use and enjoyment thereof, including the right of ingress to and egress from said strip and the right to cut and keep clear all trees, undergrowth and other obstructions on the lands of the undersigned adjacent to said strip when deemed reasonably necessary for the avoidance of danger in and about said public use of said strip, and the right to prohibit the construction or maintenance of any improvement or obstruction on, over, across or upon said area herein conveyed without the written permission from Jefferson County.

In consideration of the benefit to the property of the undersigned by reason of the construction of said improvement, the undersigned hereby release Jefferson County, the State of Alabama, and/or the United States of America, and/or any of their agents, from all damages present or prospective to the property of the undersigned arising or resulting from the construction, maintenance and repair of said improvement, and the undersigned do hereby admit and acknowledge that said improvement, if and when constructed, will be a benefit to the property of the undersigned.

The undersigned covenant with said Jefferson County that the undersigned are seized in fee-simple of said premises and have a good right to sell and convey the same and that the same are free from all encumbrances, and the undersigned will warrant and defend the title to the aforegranted strip of ground from and against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, all on this _____ day of _____, 2015.

Attest: Minute Clerk

JEFFERSON COUNTY, ALABAMA,
James A. Stephens, President
Jefferson County Commission

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

Communication was read from Roads & Transportation recommended the following;

1. AT&T Corporation to install 5'74' of buried cable at 2185 Eastern Valley Road in Bessemer.
2. AT&T Corporation to install 1\$9' of buried fiber cable at 2595 Ensley Pleasant Grove Road/Co Rd 36.
3. Birmingham Water Works Board. to install 1,550' of 6" water main on Morgan Road and Woodhaven Road.

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

Jan-22-2015-68

THE DISPOSAL OF SAID EQUIPMENT VIA INTERNET AUCTION

WHEREAS, the County Fleet Manager has determined the following list of retired rolling stock to be surplus and of no further use to the County.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Fleet Manager is authorized to dispose of the following list of County assets.

Equipment ID	Mileage	Serial Number	Equipment Description	Asset Number	Model Yr
A976101	149,625	2B5WB355VVK537622	VAN PASS 3500 15 97	970419	1997
A976207	119,440	2GIWL52M5V9262293	SEDAN 4 DR LUMINA G/W 97	971036	1997
A983106	134,466	1FAFP52UIWA184361	SEDAN 4 DR TAURUS 98	981189	1998
A996011	108,532	2FAFP71W9XX113657	SEDAN 4 DR C V G/W 99	990019	1999
A996019	197,706	2FAFP71W8XX122883	SEDAN 4 DR C V G/W 99	990007	1999
A996205	171,512	2G1WL52K4X9204449	SEDAN 4 DR LUMINA 99	990627	1999
A998201	83,855	1FAFP53U3XA321428	SEDAN 4 DR TAURUS 99	000849	1999
A001572	114,537	1FAFP5326YA236096	SEDAN 4 DR TAURUS 00	002205	2000
A004201	14,515	1FDXE45S1YHB99019	BUS HDICAP PASSNGER GCII 00	010169	2000
A006001	177,788	2MEFM75WOYX627166	SEDAN 4 DR GRAND MARQUIS 00		2000
A006005	219,798	1FMZU83P9YUB34752	SUV AT4 EXPLORER 00	001622	2000
A006009	184,872	1FMZU83P2YUB34754	SUV AT4 EXPLORER G/W 00	001625	2000
A006018	186,180	2G1WF55K8Y9238043	SEDAN 4 DR IMPALA G/W 00	001629	2000
A006037	267,382	2FAFP73W9YX214566	SEDAN 4 DR C V 00	002736	2000
A006057	217,642	2FAFP71W2YX133217	SEDAN 4 DR C V G/W 00	001282	2000
A006205	213,262	1FMZU83P7YUB34751	SUV AT4 EXPLORER 00	001623	2000
A011209	85,069	1FAFP52U21A219787	SEDAN 4 DR TAURUS 01	010787	2001
A013003	71,931	1FAFP52UX1A185386	SEDAN 4 DR TAURUS 01	010662	2001
A015305	93,142	1FAFP52UJIA200641	SEDAN 4 DR TAURUS 01	01713	2001
A021597	131,572	2FAFP73W52X159301	SEDAN 4 DR C V 02	021354	2002
A026001	176,153	1FMZU73WX2UA6038 0	SUV AT4 EXPLORER G/W 02	011237	2002
A026002	185,232	1FMZU73W12UA6038 1	SUV AT4 EXPLORER 02	011291	2002
A026015	76,495	2B5WB35Y52K120312	VAN PASS 15 3500 02	020796	2002
A026025	140,619	2FAFP73W92X159298	SEDAN 4 DR C V 02	020793	2002
A026041	237,603	2MEFM75W22X613504	SEDAN 4 DR GRAND MARQUIS 02	X	2002
A035303	178,440	2GIWF52E539278314	SEDAN 4 DR IMPALA 03	030621	2003
A0360100	230,943	1FMZU16L63LB66483	SUV AT4 EXPEDITION 03	031100	2003
A036030	254,247	2FAFP71W03X107966	SEDAN 4 DR C V G/W 03	021313	2003
A036039	214,052	2FAFP71W03X109295	SEDAN 4 DR C V G/W 02	021322	2003
A036041	242,394	2FAFP71W23X109296	SEDAN 4 DR C Y G/W 03	021324	2003
A046029	165,822	1FMZU72K64UB58274	SUV AT4 EXPLORER G/W 04		2004
A056014	122,618	2GIWF55KX59354081	SEDAN 4 DR IMPALA 05	050993	2005
A056020	150,976	2GIWF52K659254306	SEDAN 4 DR IMPALA 05	050994	2005
A056021	223,375	2GIWF52K85925857	SEDAN 4 DR IMPALA 05	050996	2005
A056034	194, 570	1GNEC13Z45R255273	SUV C15 TAHOE 4D	1GNEC13Z45R255273	2005
A058102	24,369	1FAFP53UX5A159441	SEDAN 4 DR TAURUS 05	040894	2005
A058103	55,793	1FAFP53U15A159442	SEDAN 4 DR TAURUS 05	040895	2005
A076030	186,941	2B3KA43H67H758687	SEDAN 4 DR CHARGER G/W 07	073551	2007
A076045	187,041	2B3KA43H47H843883	SEDAN 4 DR CHARGER G/W 07	160000005073	2007
A076047	184,373	2B3KA43H87H843885	SEDAN 4 DR CHARGER G/W 07	160000005075	2007
A076054	185,160	2B3KA43H47H844273	SEDAN 4 DR CHARGER G/W 07	160000005094	2007
A076058	205,893	2B3KA43H27H818366	SEDAN 4 DR CHARGER G/W 07	160000005100	2007
B958303	98,399	1FTHF25HISNB22786	PU 8K 50 95	B958303	1995
B976038	188,095	1FTEX27L8VNC33972	PU 8K F250 97	970696	1997
B981407	121,788	1GCEK19MOWE160354	PU 6K 4X4 1500 98	981125	1998
B984001	196,105	1GCEK19M7WE182125	PU 6K 4X4 1500 98	981238	1998
B991223	135,386	3B7HF12Y3XG174452	PU 6K 041500 99	990680	1999
B991592	134,309	1GTCT19X6X8521696	PU 4.6K 4X4 SONOMA 99	160000000912 000892	1999
B001205	133,566	1FTRX18W9YNC11178	PU 6K 4X4 F150 00	002317	2000
B001309	121, 880	1GTGC29R4YF508435	PU 8K TC20953 00	002321	2000
B013211	106,618	1FTRX18W61NB33576	PU 6K 4X4 F150 XCAB 01	010928	2001
B021311	103,264	1FTRF17W72NB74837	PU 6K F150 02	021486	2002
B021596	80,655	IFTYRIOU52TA69236	PU 5K RANGER 02	160000002008- 021493	2002
B023202	113,840	IFTRF17222NB01811	PU 6K F150 02	020729	2002
B028305	152,670	1FTRX17WX2NB72884	PU 6KX4DR F150 02	021390	2002
C901411	108,250	1FDJF37G4WA01856	TRUCK 14K TIRE F350 90	0901411	1990
C013005	199,263	3B7KF23Z81G809899	TRUCK 8.8KSVS 2500 01	010803	2001
C023209	129,586	3B7KC26Z32M262578	TRUCK 8.8K SVS 82500 02	020013	2002
C068311	165,876	IFTSX20516EA68573	TRUCK 9K XCAB SVS F250 06	060759	2006

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

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

Carrington, Brown, Bowman, Knight and Stephens.

Jan-22-2015-69

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Roads & Transportation be granted permission to temporarily close Bankston Road between Corner School Road and White Road to remove a corroded corrugated metal drainage and replace it with a reinforced concrete culvert beginning Wednesday, January 28, 2015 and reopening Friday, January 30, 2015.

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

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

Jan-22-2015-70

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement to between Jefferson County, Alabama and Innovyze, Inc. to provide software support for the Annual Maintenance Subscription Program for LAN InfoWorks CS (Unlimited Nodes) in the amount of \$7,643.

CONTRACT NO: 6947

SOFTWARE MAINTENANCE CONTRACT

THIS AGREEMENT made this the ____ day of , 2015 by and between Jefferson County Alabama, hereinafter called "the County", and, Innovyze, Inc., called "the Contractor". The effective date of this agreement shall be January 15, 2015.

WHEREAS, the County desires to contract for maintenance and support for LAN InfoWorks to the Jefferson County Commission, hereinafter called "the County"; and

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

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the CONTRACTOR and the CONTRACTOR hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: This contract results from County's request for maintenance and support for LAN InfoWorks RFP No. 200-09. The contract describes the scope of services regarding the services to be administered by the CONTRACTOR. The essential components of this Contract are adopted herein by reference. This contract document constitutes the entire agreement between the parties.

The Scope of Services is as follows:

DESCRIPTION	AMOUNT
Annual Maintenance Subscription Program for LAN InfoWorks CS (Unlimited Nodes) Serial Number 55550633 (Birmingham, AL)	\$6,893.00
Annual Maintenance Subscription Program for LAN InfoWorks CS Viewer, Serial Number: 55550633 (Birmingham, AL)	\$ 750.00
GRAND TOTAL	\$ 7,643.00

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render professional services to the County at any time after the effective date of this Contract. The Contract term expires on January 14, 2016 with the option to renew for a period of up to two (2) additional one (1) year terms.

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

Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.

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

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

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

7. COMPENSATION: The Contractor shall be compensated for Services rendered at a cost shown on Item 2: Scope of Services. Payment terms are Net 30 days after receipt of invoice.

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

9. NON-DISCRIMINATION POLICY: Both parties agree that all services rendered under this contract will be done so without regard to race, creed, color, sex, national origin, religion or handicap.

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

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

12. LIABILITY: The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY.

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

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

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

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

17. HOLD HARMLESS AND INDEMNIFICATION: Contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and

all loss expense or damage, including court cost and attorney's fees, for liability claimed by a third party against or imposed upon County because of bodily injury, death or tangible property damage, real or personal, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Integrator, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees.

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

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

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

JEFFERSON COUNTY, ALABAMA

James A. "Jimmie" Stephens, President

Jefferson County Commission

CONTRACTOR:

INNOVYZE, INC.

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

Jan-22-2015-71

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Azteca System, Inc., for annual maintenance and support for Cityworks asset management software for the period January 1, 2015 - December 31, 2015 in the amount of \$25,000.

SOFTWARE MAINTENANCE SUPPORT AGREEMENT

THIS AGREEMENT entered into this ___ day of December 2014, by and between Jefferson County Alabama, hereinafter called "the County", and Azteca Systems, Inc., located at 11075 South State St #24, Sandy, UT 84070, called "the Contractor". The effective date of this agreement shall be January 1, 2015.

WHEREAS, the County desires to contract for Cityworks Software maintenance and supports for the Jefferson County Commission, hereinafter called "the Commission"; and

WHEREAS, the Contractor desires to furnish said software maintenance and support to the County;

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to provide the software support hereinafter set forth, subject to the terms herein.
2. SCOPE OF SERVICES: This Contract results from Jefferson County's Invitation to Bid No. 154-08. Services to be provided includes but is not limited to the following:
 - a. Products Updates to Cityworks applications including program fixes, program upgrades and program modifications
 - b. Provide Telephone User Support, email support, web support, during normal business hours Monday through Friday (except Holidays) and after hour emergency support through messaging service. (Jefferson County will provide contractor names of individuals who are authorized to contact contractor and request support services.
3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contract term expires on December 31, 2015, with the option to renew for a period of two (2) additional one (1) year terms.
4. COMPENSATION: The Contractor shall be compensated in the amount of \$25,000 annually.

5. **ADDITIONAL EXPENSES:** In the event Jefferson County and Azteca Systems agree it becomes necessary for Azteca to be on-site to provide support for the covered software, Jefferson County will reimburse Azteca Systems for reasonable and customary travel expense directly related to the on-site work. Azteca Systems shall provide an estimate and get prior approval of Jefferson County before incurring any costs for which it shall seek reimbursement. Any reimbursement shall be subject to Azteca providing verifiable documentation of such expenses to County. Jefferson County reserves the right to require an audit of any such cost related records of Azteca to extent reimbursement has been made by County.
6. **PAYMENT TERMS:** Net 30.
7. **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.
8. **INDEPENDENT CONTRACTOR:** The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for all applicable federal, state and local taxes, etc.
9. **MISCELLANEOUS REQUIREMENTS:** Upon execution of this contract, the Contractor shall furnish the Jefferson County Finance Department with information required for Form 1099 reporting and other pertinent data required by law.
10. **ASSIGNMENT:** No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize the Successful Offeror to subcontract (assign) any portion of this contract, the Successful Offeror will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Successful Offeror must maintain a continuous effective business relationship with the sub-contractor(s) including, but not limited to, regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.
11. **STATEMENT OF CONFIDENTIALITY:** The parties agree that any information accessed or gained in performance of Contractor's 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.
12. **HOLD HARMLESS AND INDEMNIFICATION:** Contractor agrees to indemnify Jefferson County against any third party claims that the Licensed Software (as defined in the attached Subscription Agreement) constitutes an infringement of a third party's patent, trademark, copyright or other intellectual property right, provided that Jefferson County (a) gives Contractor prompt written notice of such claim (b) gives Contractor in writing the sole control of the defense (c) and cooperates with Contractor in its defense of the action and all negotiations for its settlement or compromise. Notwithstanding the foregoing, Contractor shall have no responsibility for claims arising from (i) modifications of the Licensed Software not made or authorized by Contractor or (ii) combination or use of the Licensed Software with software, equipment, or devices not supplied or approved by Contractor.
13. **INSURANCE:** Contractor will maintain such insurance as will protect him and the County from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama. Evidence of insurance will be furnished to the Purchasing Agent not later than seven (7) days after purchase order date Contractor must have adequate 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.
14. **AMENDMENT OF AGREEMENT:** This Contract contains the entire understanding of the parties, and no change of any term or provision of the Contract shall be valid or binding unless so amended by written instrument which has been executed or approved by the County. Any such amendment shall be attached to and made a part of this Contract. A written request must be made to the County and an amended agreement will be executed.
15. **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.
16. **TERMINATION FOR CONVENIENCE:** Upon Thirty (30) days written notice to the Contractor, the County may without cause and without prejudice to any other right or remedy to the County, elect to terminate the Agreement. In such case the Contractor shall be paid (without duplication of items): (1) for completed and accepted work executed in accordance with the Agreement prior to the effective date

of termination, including fair and reasonable sums for such work: (2) for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Agreement in connection with any uncompleted work; and (3) for reasonable expenses directly attributable to termination, excluding loss of anticipated revenue or other economic loss arising out of or resulting from such termination.

17. 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.

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

19. LIMITATION OF LIABILITY: NEITHER PARTY SHALL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES UNDER THIS AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OF THEIR POSSIBILITY. THIS LIMITATION OF LIABILITY APPLIES BOTH TO PRODUCTS AND SERVICES CUSTOMER PURCHASES UNDER THIS AGREEMENT. BOTH PARTIES TOTAL LIABILITY ARISING OUT OF, OR IN CONNECTION WITH, ANY EVENT OR SERIES OF CONNECTED EVENTS OCCURRING IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE VALUE OF THE PRODUCTS OR SERVICES PURCHASED BY CUSTOMER PURSUANT TO THIS AGREEMENT SUBJECT TO THE CLAIM. The limitations above shall not apply to claims arising from a breach of the confidentiality obligations and violations or misappropriation of Contractor's intellectual property rights.

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

21. VIOLATION: Any violation of this certification shall constitute a breach and default of this Agreement which shall be cause for termination.

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

JEFFERSON COUNTY COMMISSION

James A. Stephens, President

Jefferson County Commission

AZTECA SYSTEMS, INC.

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

Jan-22-2015-72

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Thompson Power Systems to replace the computer system in the stand-by generator switchgear in the amount of \$47,437.53.

Turkey Creek WWTP Stand-by Generator Control System Design and Replacement

THIS AGREEMENT entered into this 8th day of December, 2014, by and between Jefferson County Alabama, hereinafter called "the County", and Thompson Power Systems called "the Contractor", located at 2258 Pinson Highway, Birmingham, AL 35217 shall be effective after approval by the County and receipt of Notice-to-Proceed by the Contractor.

WHEREAS, the County desires to contract for services to replace the ISO computer system for the stand by generator at the Turkey

Creek WWTP"; and

WHEREAS, the Contractor is the sole source provider of said services to upgrade and replace the ISO computer system at the Turkey Creek WWTP;

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: See Exhibit A. (on file in the Minute Clerk's Office)
3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:
The work shall be completed within 45 days from the Notice-to-Proceed.
4. ASSIGNMENT: No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize the successful offeror to subcontract (assign) any portion of this contract, the Successful Offeror will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Successful Offeror must maintain a continuous effective business relationship with the sub-contractors) including, but not limited to, regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.
5. GOVERNING LAW/DISPUTE RESOLUTION: The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, material and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by laws of the State of Alabama. The parties agree that jurisdiction and venue overall disputes arising under this Agreement shall be the Circuit Court of Jefferson County Alabama, Birmingham Division.
6. STATEMENT OF CONFIDENTIALITY: Contractor agrees that any information accessed or gained in performance of those duties will be maintained in absolute confidence and will not be released, discussed, or made known to any party or parties for any reason whatsoever, except as required in the conduct of duties required, or where disclosure is required by law or mandated by a court of law.
7. COMPENSATION: The contractor shall be compensated a sum of \$47,437.53 as further described in Exhibit A.
8. PAYMENT TERMS: Net 30
9. INDEPENDENT CONTRACTOR: The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for all applicable federal, state and local taxes, etc. and the County will not be obligated for same under this contract.
10. NON-DISCRIMINATION POLICY: The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status. The Contractor will ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability or veteran status. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
11. MISCELLANEOUS REQUIREMENTS: Upon execution of this contract, the Contractor shall furnish the Jefferson County Finance Department with information required for Form 1099 reporting and other pertinent data required by law.
12. TERMINATION FOR CONVENIENCE: Upon Thirty (30) days written notice to the Contractor, the County may without cause and without prejudice to any other right or remedy to the County, elect to terminate the Agreement. In such case the Contractor shall be paid (without duplication of items): (1) for completed and accepted work executed in accordance with the Agreement prior to the effective date of termination, including fair and reasonable sums for such work; (2) for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Agreement in connection with any uncompleted work; and (3) for reasonable expenses directly attributable to termination, excluding loss of anticipated revenue or other economic loss arising out of or resulting from such termination.
13. LIABILITY: The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY.
14. AMENDMENT OF AGREEMENT: This Contract contains the entire understanding of the parties, and no change of any term or provision of the Contract shall be valid or binding unless so amended by written instrument which has been executed or approved by the County. Any such amendment shall be attached to and made a part of this Contract. A written request must be made to the County and an amended agreement will be executed.
15. INSURANCE: Contractor will maintain such insurance as will protect him and the County from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama. Evidence of insurance will be furnished to the Purchasing Agent not later than seven (7) days after purchase order date Contractor must have adequate Commercial General Liability

insurance of \$1,000,000 per occurrence. Before beginning work, contract party shall file with the County evidence of insurance showing the amounts of insurance carried and the risk covered thereby. Liability insurance coverage must be no less than \$1,000,000. During performance the company must effect and maintain insurance from a company licensed to do business in the State of Alabama. Coverage required includes 1) Commercial General Liability; 2) Business Automobile Liability; 3) Worker's Compensation and Employer's Liability.

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

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

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

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

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

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

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President - Jefferson County Commission

_____, VP

Authorized Representative, Thompson Power Systems

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

Jan-22-2015-73

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and CH2M Hill Engineers, Inc. to provide engineering design and management for the restoration of the sand filter system at the Five Mile Creek WWTP in the amount of \$198,000.

Five Mile Creek WWTP - Sand Filter Restoration

This AGREEMENT made this ___ day of , 2014, by and between Jefferson County (COUNTY) in the State of Alabama as Party of the

First Part, hereinafter referred to as the COUNTY and CH2M HILL ENGINEERS, 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 complete the Five Mile Creek Wastewater Treatment Plant (WWTP) - Sand Filter Restoration.

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:

Background

The Five Mile WWTP includes a series of eight sand filters that operate in parallel to provide final filtration of treated effluent prior to ultraviolet (UV) disinfection and discharge into Five Mile Creek. The plant staff has noted significant loss/washout of media since the sand filters they were put in service in 2008. It is understood that repairs that were supposed to resolve this problem were performed within the initial warranty period; however, as documented by the plant staff, this did not fully resolve the media loss issues. As a result of this media washout, the filters are having issues processing water due to plugging of the underdrains with the sand. The manufacturer completed an assessment of the filters and provided the County a proposed improvement plan. This plan included rebuilding and sealing the filter drains, cleaning out the underdrain system along with replacing the sand in the filters.

The County requested that the CONSULTANT review the proposed improvement plan, assist with ongoing warranty issues, develop a design that provides for the mitigation of the filter issues and provide construction services to oversee the work.

The work to be performed is further detailed in the following sections.

Article I - Scope of Work

Section 1- Obligation of CONSULTANT to COUNTY

The CONSULTANT will perform the following engineering services as described in Exhibit A, "Five Mile Creek WWTP Sand Filter Restoration, Scope of Work."

The CONSULTANT, in the accomplishment of work under this AGREEMENT, shall meet the requirements for conformance with the standards adopted by the COUNTY and shall ascertain the written practices of the Jefferson County Environmental Services Department (ESD) prior to beginning any of the work required under this Agreement. All work under this AGREEMENT shall be performed in accordance with these standard practices and any special requirements hereinafter set forth.

Section 2 - Obligation of the COUNTY to the CONSULTANT

It is understood that the COUNTY will:

1. Furnish full information as to its requirements for the project.
2. Assist the CONSULTANT by placing at their disposal all available information pertinent to the site of the project, including previous reports and any other data relative to construction of the project.
3. Designate a project manager to coordinate CONSULTANT's work and to assist as COUNTY's representative with respect to the work to be performed under this AGREEMENT.
4. Guarantee legal access to and make all provisions for the CONSULTANT and his Subcontractors to enter upon public and private lands as required for the CONSULTANT to perform their work under this AGREEMENT.
5. Examine studies, reports, sketches, estimates, specifications, drawings, proposals, field directives, change orders, 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.
6. Attend progress meetings.
7. Give prompt written notice to the CONSULTANT whenever the COUNTY observes, or otherwise becomes aware of, any defect or inadequacy in the project.
8. Assume all costs of archaeological and vegetative studies, if required.

Section 3 - Conferences, Visits to Site, Inspection Work

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.
2. Request for visits to the site may be by the COUNTY 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 one (1) day 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.

B. The work to be performed shall be completed in twelve (12) months of receiving written Notice to Proceed from the COUNTY.

Individual assignments performed under this AGREEMENT shall be completed on a schedule mutually agreed to by the COUNTY AND CONSULTANT.

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.

Article III - Payment

Section 1

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

Engineering Services for the Five Mile WWTP - Sand Filter Restoration Project shall be billed on a Time and Material basis in an amount not to exceed \$198,000. The PROJECT labor rate schedule and sub consultant allowances for this PROJECT are included in Attachment 1.

The COST CEILING for this AGREEMENT shall not be exceeded except by a formal amendment to this AGREEMENT. Payments shall be made, not more often than once per month, in such amounts as evidenced by the submittal of vouchers and invoices by the CONSULTANT to the COUNTY, and other evidence of performance as the COUNTY may deem necessary. The COUNTY shall make payment to the CONSULTANT within thirty (30) days upon receipt of the payment request by the 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 relating to the service rendered by the CONSULTANT under or in connection with this AGREEMENT or any part thereof provided that no unpaid invoice exists because of extra work required at the request of the COUNTY.

Article IV - Miscellaneous Provisions

Section 1 - Changes of Work

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

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

Section 2 - Ownership of Engineering Documents

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

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

In the event that unavoidable delays prevent completion of the services to be performed under this AGREEMENT in the time specified in Article 11 - Time of Beginning and Completion, the COUNTY may grant a time extension to any or all phases of the work, provided written application is made by the CONSULTANT within ten (10) days after the alleged delay has occurred.

In the event that delays are deemed avoidable by the COUNTY and time extensions are not granted, the CONSULTANT may be subjected to a liquidated damages charge of \$50.00 per day for each calendar day exceeding the time specified in Article.

Section 5 - Termination or Abandonment

The COUNTY shall have the right to abandon this AGREEMENT or amend its project at any time, and such action shall in no event

be deemed a breach of contract.

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:

- No consideration will be given to profit which the CONSULTANT might have made on the uncompleted portion of the work.
- If the AGREEMENT provides for a lump sum amount, final compensation to the CONSULTANT shall be determined by the COUNTY establishing the percent of satisfactory work performed by the CONSULTANT prior to the termination of the AGREEMENT multiplied by the contract amount, less any payments previously made.
- If the AGREEMENT does not provide a lump sum amount, final compensation to the CONSULTANT shall be determined by the COUNTY confirming all reimbursable costs incurred for satisfactory work performed by the CONSULTANT prior to the termination of the AGREEMENT, less any payments previously made.

Section 6 - Termination of Contract for Breach

A. 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:

1. Substantial evidence and belief that the progress being made by the CONSULTANT is insufficient to complete the Work within the specified time.
2. 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.
3. 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.
4. 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.

B. 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.

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

Section 7 - Controversy

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

Section 8 - Responsibility for Claims and Liability

The CONSULTANT shall be responsible for direct 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.

Neither the CONSULTANT nor the COUNTY shall be liable for any indirect, special, or consequential damages, under any theory of relief, including without limitation, breach of warranty, breach of contract, tort (including negligence), strict liability, or otherwise, arising out or related to the CONSULTANT's or COUNTY's acts or omissions.

CONSULTANT's liability to COUNTY and COUNTY's liability to CONSULTANT for direct damages under this Contract shall not exceed the contract price.

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

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.

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
Professional Liability Insurance	\$1,000,000.00

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

Section 9 - General Compliance with Laws

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

Section 10 - Subletting, Assignment or Transfer

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

Section 11- Employment of COUNTY Workers

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

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.

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

Section 12 - Control

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

Section 13 - Conditions Affecting Work

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

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

- 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, disability, or national origin in the selection and retention of subcontractors, including procurement of materials and lease of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by or pursuant to TITLE VI of the Civil Rights Act of 1964 or the Equal Opportunity provisions of Executive Order

11246 of September 24,1965. The CONSULTANT will abide by all clauses and stipulations in, and as required by Jefferson County Commission Administrative Order 08-4 attached hereto as Exhibit A including the execution of the EEO certification.

- 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 on the grounds of race, color, disability, or national origin.
- Unlawful Employment of Unauthorized Aliens: The CONSULTANT will abide by all clauses and stipulations in, and as required by Alabama Act 2011-535 including the execution of the "Affidavit of Contractor" attached hereto as Exhibit C.
- Sanctions of Noncompliance: In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions of this contract, the COUNTY shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:
 - Withholding of payments to the CONSULTANT under the contract until the CONSULTANT complies and/or
 - 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

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.

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

Article VI

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

CH2M HILL ENGINEERS, Inc.

David Stejskal, Geographic Operations Manager

RECOMMENDED:

David Denard, Director of Environmental Services

ATTEST:

JEFFERSON COUNTY COMMISSION

Minute Clerk

James A. Stephens, President

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

Jan-22-2015-74

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Laboratory Resources and Solutions, Inc. for Whole Effluent Toxicity Testing, Total Organic Halogen (TOX) testing, GC/IMS testing and other specialized laboratory testing services in accordance with EPA Testing Methods for the period January 1, 2014 - December 31, 2017 in the amount of \$60,000 annually.

CONTRACT NO.

AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2015, by and between Jefferson County, Alabama, hereinafter called "the County", and Laboratory Resources and Solutions, Inc., hereinafter called "the Contractor". The effective date of this agreement shall be January 1, 2015.

WHEREAS, the County desires to contract for laboratory testing services for the Environmental Services Department, hereinafter

called "Environmental Services"; and

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

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.

2. SCOPE OF SERVICES: This Agreement results from Jefferson County's Request for Proposal No. 8-5, dated October 22, 2014, the terms of which are included herein by reference. The Contractor shall perform Whole Effluent Toxicity testing, Total Organic Halogen (TOX) testing and GM/MS testing and other laboratory testing services as required by Environmental Services per the latest approved EPA Testing Methods. Contractor shall submit a test report on an approved ADEM form within ten (10) calendar days after completion of any test performed for all analyses requested.

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render laboratory testing services to the County at any time after the effective date of this Agreement. The completion date of all services under this Agreement is December 31, 2015 with renewal, at the County's option, each January 1, through December 31, 2017.

4. COMPENSATION: The Contractor shall be compensated for laboratory tests rendered as shown below upon submission of an itemized invoice. The annual Agreement amount shall not exceed \$60,000, net 30 days payment after invoice.

\$200.00	per	TOTAL ORGANIC HALIDES (TOX)
\$165.00	per	SEMI-VOLATILES BY GC/MS (EPA METHODS 625 OR 8270)
\$75.00	per	VOLATILES BY GC/MS (EPA METHODS 624 OR 8260)
\$525.00	per	FATHEAD MINNOW LARVAL SURVIVAL AND GROWTH TOXICITY SCREENING TEST
\$525.00	per	CERIODAPHNIA SURVIVAL AND REPRODUCTION TOXICITY SCREENING TEST
\$30.00	per	TOTAL MERCURY (DRY WEIGHT BASIS)
\$0	per	SAMPLE PICKUP AT BARTON LABORATORY

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

6. NON-DISCRIMINATION POLICY: Both parties agree that all services rendered under this Agreement will be done so without regard to race, creed, color, sex, national origin, religion or handicap. The Contractor will abide by all clauses and stipulations in, and as required by Jefferson County Commission Administrative Order 08-4 attached hereto including the execution of the EEO certification.

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

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

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

10. AMENDMENT OF AGREEMENT: This Agreement contains the entire understanding of the parties, and no change of any term or provision of the Agreement 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 Agreement. A written request must be made to the County and an amended Agreement will be executed.

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

12. COUNTY FUNDS PAID: Contractor and the Contractor representative signed below certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value

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

13. TERMINATION OF CONTRACT FOR BREACH: 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.

14. SUBLETTING, ASSIGNMENT OR TRANSFER: No portion of this Agreement may be sold, assigned, or transferred to a third party without the express written consent of the County, its successors or assigns. Any attempt to assign this Agreement without the written consent of the County is null and void.

15. EMPLOYMENT OF COUNTY WORKERS:

A. The Contractor 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.

B. The Contractor warrants that he has not employed or retained any company, or person, other than a bona fide employee working solely for the Contractor, 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 Contractor, 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 Agreement 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.

C. No County official or 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.

16. GOVERNING LAW/DISPUTE RESOLUTION: The parties agree that this Agreement 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.

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

CONTRACTOR:

Michael Norris, Vice President/Principal
Laboratory Resources and Solutions, Inc.

RECOMMENDED:

David Denard, Director - Environmental Services Department

APPROVED:

James A. Stephens, President - Jefferson County Commission

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

Jan-22-2015-75

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and CH2M Hill Engineers, Inc. to provides for as-needed specialty engineering services for the sewer collection and treatment systems in the amount of \$300,000.

As Needed Specialty Engineering Services

This AGREEMENT made this day of , 2014, by and between Jefferson County (COUNTY) in the State of Alabama as Party of the

First Part, hereinafter referred to as the COUNTY and CH2M HILL ENGINEERS, 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 provide As Needed Engineering Services.

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:

Background

This PROJECT provides for the CONSULTANT to provide specialty and other related engineering services as needed for the COUNTY.

Specialty Engineering Services to include but not limited to:

Structural Engineering, Electrical, Instrumentation and Controls, Wastewater Treatment, and other complimentary engineering services.

Article I - Scope of Work

Section 1- Obligation of CONSULTANT to COUNTY

The CONSULTANT will perform the following engineering services as directed and as described in Exhibit A, "As Needed Specialty Engineering Services."

The CONSULTANT, in the accomplishment of work under this AGREEMENT, shall meet the requirements for conformance with the standards adopted by the COUNTY and shall ascertain the written practices of the Jefferson County Environmental Services Department (ESD) prior to beginning any of the work required under this Agreement. All work under this AGREEMENT shall be performed in accordance with these standard practices and any special requirements hereinafter set forth.

Section 2 - Obligation of the COUNTY to the CONSULTANT

It is understood that the COUNTY will:

1. Furnish full information as to its requirements for the project.
2. Assist the CONSULTANT by placing at their disposal all available information
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. Guarantee legal access to and make all provisions for the CONSULTANT and his Subcontractors to enter upon public and private lands as required for the CONSULTANT to perform their work under this AGREEMENT.
5. Examine studies, reports, sketches, estimates, specifications, drawings, proposals, field directives, change orders, 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.
6. Attend progress meetings.
7. Give prompt written notice to the CONSULTANT whenever the COUNTY observes, or otherwise becomes aware of, any defect or inadequacy in the project.
8. Assume all costs of archaeological and vegetative studies, if required.

Section 3 - Conferences, Visits to Site, Inspection Work

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.
2. Request for visits to the site may be by the COUNTY 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 one (1) day 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.

B. The work to be performed shall be completed in thirty-six (36) months of receiving written Notice to Proceed from the COUNTY. Individual assignments performed under this AGREEMENT shall be completed on a schedule mutually agreed to by the COUNTY AND CONSULTANT.

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.

Article III - Payment

Section 1

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

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

Engineering Services: The On Call As Needed Services shall be billed on a Time and Material basis in an amount not to exceed \$300,000. The PROJECT labor rate schedule and sub-consultant allowances for this PROJECT are included in Attachment 1.

The COST CEILING for this AGREEMENT shall not be exceeded except by a formal amendment to this AGREEMENT. Payments shall be made, not more often than once per month, in such amounts as evidenced by the submittal of vouchers and invoices by the CONSULTANT to the COUNTY, and other evidence of performance as the COUNTY may deem necessary. The COUNTY shall make payment to the CONSULTANT within thirty (30) days upon receipt of the payment request by the 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 relating to the service rendered by the CONSULTANT under or in connection with this AGREEMENT or any part thereof provided that no unpaid invoice exists because of extra work required at the request of the COUNTY.

Article IV - Miscellaneous Provisions

Section 1- Changes of Work

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

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

Section 2 - Ownership of Engineering Documents

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

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

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

Section 5 - Termination or Abandonment

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

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:

- No consideration will be given to profit which the CONSULTANT might have made on the uncompleted portion of the work.
- If the AGREEMENT provides for a lump sum amount, final compensation to the CONSULTANT shall be determined by the COUNTY establishing the percent of satisfactory work performed by the CONSULTANT prior to the termination of the AGREEMENT multiplied by the contract amount, less any payments previously made.
- If the AGREEMENT does not provide a lump sum amount, final compensation to the CONSULTANT shall be determined by the COUNTY confirming all reimbursable costs incurred for satisfactory work performed by the CONSULTANT prior to the termination of the AGREEMENT, less any payments previously made.

Section 6 - Termination of Contract for Breach

A. 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:

1. Substantial evidence and belief that the progress being made by the CONSULTANT is insufficient to complete the Work within the specified time.
2. 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.
3. 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.
4. 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.

B. 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.

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

Section 7 - Controversy

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

Section 8 - Responsibility for Claims and Liability

The CONSULTANT shall be responsible for direct 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.

Neither the CONSULTANT nor the COUNTY shall be liable for any indirect, special, or consequential damages, under any theory of relief, including without limitation, breach of warranty, breach of contract, tort (including negligence), strict liability, or otherwise, arising out or related to the CONSULTANT's or COUNTY's acts or omissions.

CONSULTANT's liability to COUNTY and COUNTY's liability to CONSULTANT for direct damages under this Contract shall not exceed the contract price.

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

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.

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
Professional Liability Insurance	\$1,000,000.00

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

Section 9 - General Compliance with Laws

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

Section 10 - Subletting, Assignment or Transfer

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

Section 11 - Employment of COUNTY Workers

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

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.

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

Section 12 - Control

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

Section 13 - Conditions Affecting Work

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

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

- **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, disability, or national origin in the selection and retention of subcontractors, including procurement of materials and lease of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by or pursuant to TITLE VI of the Civil Rights Act of 1964 or the Equal Opportunity provisions of Executive Order 11246 of September 24, 1965. The CONSULTANT will abide by all clauses and stipulations in, and as required by Jefferson County Commission Administrative Order 08-4 attached hereto as Exhibit A including the execution of the EEO certification.
- **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 on the grounds of race, color, disability, or national origin.
- **Unlawful Employment of Unauthorized Aliens:** The CONSULTANT will abide by all clauses and stipulations in, and as required by Alabama Act 2011-535 including the execution of the "Affidavit of Contractor" attached hereto as Exhibit 'C'.
- **Sanctions of Noncompliance:** In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions of this contract, the COUNTY shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:
 - Withholding of payments to the CONSULTANT under the contract until the CONSULTANT complies and/or

- 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

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.

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

Article VI

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

CH2M HILL ENGINEERS, Inc.

David Stejskal, P. E., Geographic Operations Manager

RECOMMENDED:

David Denard, Director of Environmental Services

ATTEST:

JEFFERSON COUNTY COMMISSION

Minute Clerk

James A. Stephens, President

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

Jan-22-2015-76

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the Warrior Headworks Modification, such bids having been opened on Tuesday, November 25, 2014 and listed as follows:

Contractor.	Amount Bid
1. B.H. Craig Construction, Inc.	\$144,000.00
2. Mark Johnson Construction, Inc.	\$201,600.00
3. Baird Contracting Co., Inc.	\$205,000.00

WHEREAS, after tabulation and certification by Krebs Engineering, Inc. and after review by the Environmental Services staff, it has been recommended that the contract for the Warrior Headworks Modification be awarded to B.H. Craig Construction, Inc., in the amount of \$144,000.00.

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

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

Jan-22-2015-77

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the personal injury claim of Charlette Salter in the amount of Eight Hundred and 00/100 (\$800.00) 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 Alexander Shunnarah and Charlette Salter in the amount of \$800.00 and forward it to the County Attorney for disbursement.

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

Jan-22-2015-78

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the personal injury claim of Joshua Niewiadomski in the amount of Twenty Five Thousand and 00/100 (\$25,000.00) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby authorized and directed to issue a check made payable to Mezrano Law Firm and Joshua Niewiadomski in the amount of \$25,000.00 and forward it to the County Attorney for disbursement.

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

Jan-22-2015-79

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

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

Jan-22-2015-80

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim by Philip Dale Greene is denied.

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

Jan-22-2015-81

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney is authorized to accept payment from CCMSI in the amount of \$2,697.64 and in return for payment will execute a full release to CCMSI.

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

Jan-22-2015-82

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Paul LeMay in the amount of One Hundred Fifty One and 92/100 (\$151.92) 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 Paul LeMay in the amount of \$151.92 and forward it to the County Attorney for disbursement.

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

Jan-22-2015-83

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Cynthia Barnett in the amount of Seven Hundred Forty Nine and 00/100 (\$749.00) 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 Cynthia Barnett in the amount of \$749.00 and forward it to the County Attorney for disbursement.

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

Jan-22-2015-84

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Patricia Hubble in the amount of One Thousand Four Hundred Fourteen and 00/100 (\$1,414.00) 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 Patricia Hubble in the amount of \$1,414.00 and forward it to the County Attorney for disbursement.

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

Jan-22-2015-85

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Charlene Thurmond in the amount of One Thousand Three Hundred Eight and 79/100 (\$1,308.79) 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 Charlene Thurmond in the amount of \$1,308.79 and forward it to the County Attorney for disbursement.

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

Jan-22-2015-86

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Quintella Marbury in the amount of Two Thousand Five Hundred Fifty Six and 22/100 (\$2,556.22) 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 Quintella Marbury in the amount of \$2,556.22 and forward it to the County Attorney for disbursement.

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

Jan-22-2015-87

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Barbara Holcomb in the amount of Three Thousand Thirty Five and 00/100 (\$3,035.00) 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 Barbara Holcomb in the amount of \$3,035.00 and forward it to the County Attorney for disbursement.

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

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Jan-22-2015-88

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the plumber reimbursement claim of Rayford Bourn in the amount of Five Hundred Seventy Five and no/100 (\$575.00) 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 Rayford Bourn in the amount of \$575.00 and forward it to the County Attorney for disbursement.

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

Jan-22-2015-89

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the plumber reimbursement claim of Greg Ayers in the amount of Three Thousand Two Hundred Seventy Five and no/100 (\$3,275.00) 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 Greg Ayers in the amount of \$3,275.00 and forward it to the County Attorney for disbursement.

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

Jan-22-2015-90

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the plumber reimbursement claim of Johnny W. Davis in the amount of Five Thousand Four Hundred Seventy Five and 00/100 (\$5,475.00) 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 Johnny W. Davis in the amount of \$5,475.00 and forward it to the County Attorney for disbursement.

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

Jan-22-2015-91

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

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

Jan-22-2015-92

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney is hereby authorized to settle the lawsuit styled *Jefferson County, Alabama v. James E. Sprouse, et al.*, Civil Action No. CV-2012-000401, in the amount of Four Thousand Three Hundred Dollars and 00/100 (\$4,300), which represents the difference in the settlement amount of \$43,000 and the sum of \$38,700 already paid and on deposit with the Probate Court of Jefferson County. The Chief Financial Officer is hereby directed to issue a check payable to "James E. Sprouse" in the amount of \$4,300.00 and forward same to the County Attorney for disbursement.

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

Jan-22-2015-93

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-2014-022 Charlotte Ann and Austin H. Bolton, owners; Charles Ramsey, agent. Change of zoning on Parcel ID# 12-15-2-0- part of 3 in Section 15 Twp 16 Range 1 West from A-1 (Agriculture) to INSTITUTIONAL-2 for an apartment building for the elderly (ages 55 and older). (Case Only: 5841 Chalkville Road; Birmingham, AL 35235) (TRUSSVILLE)(4.5 Acres M/L)

Contingencies: 1. Approved road access from the City of Trussville; 2. A letter from the Center Point Fire Department certifying coverage of the development as proposed; and, 3. Approval of a preliminary drainage study by the Department of Roads and Transportation.

Covenants: 1. A geotechnical study shall be submitted to the Department of Land Planning and Development Services determining the suitability of the site for the development; 2. The site plan and building facade plan to be approved by the Planning and Zoning Commission; 3. All site lighting shall be directed downward; 4. Any freestanding signs shall be monument signs; and, 5. There shall be no more than 56 units. 6. The use of the property is restricted to a home for the aged only; and, 7. Reversion if no development takes place within two (2) years of approval.

Motion was made by Commissioner Carrington seconded by Commissioner Brown that Z-2014-002 be approved. Voting "Aye" Carrington, Brown and Bowman. Voting "Nay" Knight and Stephens.

Jan-22-2015-94

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of Chris White to fill the unexpired term of Edward Coberly on the Rex Lake Fire District Board of Trustees for a term ending October 31, 2015, be and hereby is approved.

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

JEFFERSON COUNTY COMMISSION
Finance Department
Unusual Demands
1/22/2015

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	Doc No
DISTRICT 1	1000193	JEFFERSON CO TREASURER	POSTAGE FOR PROBATE MAIL OUT (OVERAGE)	GEN SVCS: ADMINISTRATION	2.00	1900086926
DISTRICT 1	1000193	JEFFERSON CO TREASURER	LABEL MAKER AND HANDTRUCK STOW FOR GEN. SVCS.	GEN SVCS: ADMINISTRATION	194.98	1900086920
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PAID TO SHARPEN CUTTER BLADE PAPER CUTTER-GSOC	GEN SVCS: ADMINISTRATION	32.00	1900086925
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCHASE A CLEAN TEST & REPAIR OF SKLB BREAKER-FC	GEN SVCS: ADMINISTRATION	150.00	1900087057
DISTRICT 1	1000193	JEFFERSON CO TREASURER	IGNITER KIT	GEN SVCS: ADMINISTRATION	77.44	1900086793
*DISTRICT 1					456.42	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	SUPPLIES FOR RESIDENTS	YOUTH DET: SUPPORT SVCS	357.77	1900086929
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH - ELAINE S. JACKSON 10/3/2014	PER BD: ADMINISTRATION	10.00	1900083255
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH - ELAINE JACKSON 12/17/2014	PER BD: ADMINISTRATION	10.00	1900086612
DISTRICT 2	1003918	MARK MOORE	ASSESSOR REIMBURSEMENT - MARK MOORE 12/30/2014	PER BD: TESTING	285.66	1900086871

DISTRICT 2	1005863	WILLIAM ROWLEY	ASSESSOR REIMBURSEMENT - WILLIAM ROWLEY 12/30/14	PER BD: TESTING	175.00	1900086868
DISTRICT 2	1006528	LISA BAKER	ASSESSOR REIMBURSEMENT - LISA BAKER 12/29/14	PER BD: TESTING	218.45	1900086850
DISTRICT 2	1006530	LATOSHA CLEMONS	ASSESSOR REIMBURSEMENT - LATOSHA CLEMONS 12/29/14	PER BD: TESTING	185.13	1900086856
DISTRICT 2	1022927	TONY FERGUSON	ASSESSOR REIMBURSEMENT - TONY FERGUSON 12/8/14	PER BD: TESTING	230.30	1900086455
DISTRICT 2	1022941	EDGAR TOOLEY	ASSESSOR REIMBURSEMENT - EDGAR TOOLEY 12/23/14	PER BD: TESTING	410.12	1900086802
DISTRICT 2	1025244	STACY MCLEAN	ASSESSOR REIMBURSEMENT - STACEY MCLEAN 12/23/14	PER BD: TESTING	165.50	1900086790
DISTRICT 2	1025893	KEN MACINNES	ASSESSOR REIMBURSEMENT - KEN MACINNES 12/23/14	PER BD: TESTING	125.00	1900086788
DISTRICT 2	1026995	ANGELO CALVILLO	ASSESSOR REIMBURSEMENT - ANGELO CALVILLO 12/29/14	PER BD: TESTING	261.91	1900086854
DISTRICT 2	1026996	RICHARD FIELDS	ASSESSOR REIMBURSEMENT - RICHARD FIELDS 12/30/14	PER BD: TESTING	133.10	1900086859
DISTRICT 2	1027172	DELRIDGE WILLIAMS	ASSESSOR REIMBURSEMENT - DELRIDGE WILLIAMS 12/23/14	PER BD: TESTING	217.33	1900086804
DISTRICT 2	1027332	LORI SUNDERMAN	ASSESSOR REIMBURSEMENT - LORI SUNDERMAN 12/23/14	PER BD: TESTING	316.67	1900086800
DISTRICT 2	1028788	DONALD MINOR JR	ASSESSOR REIMBURSEMENT - DONALD MINOR JR. 12/23/14	PER BD: TESTING	200.00	1900086792
DISTRICT 2	1028789	DEBORAH MILLS	ASSESSOR REIMBURSEMENT - DEBORAH MILLS 12/30/2014	PER BD: TESTING	497.60	1900086864
DISTRICT 2	1029508	LISA FORREST	ASSESSOR REIMBURSEMENT - LISA FORREST 12/30/14	PER BD: TESTING	125.00	1900086860
DISTRICT 2	1030645	WILLIAM CALVERT	ASSESSOR REIMBURSEMENT - WILLIAM CALVERT 12/29/14	PER BD: TESTING	204.79	1900086853
DISTRICT 2	1030667	DAVID WIDEMAN	ASSESSOR REIMBURSEMENT - DAVID WIDEMAN 12/23/14	PER BD: TESTING	330.74	1900086803
DISTRICT 2	1030669	TARA BRYANT	ASSESSOR REIMBURSEMENT - TARA BRYANT 12/29/14	PER BD: TESTING	249.74	1900086852
DISTRICT 2	1030684	RONALD TOCCI	ASSESSOR REIMBURSEMENT - RONALD TOCCI 12/23/14	PER BD: TESTING	191.20	1900086801
DISTRICT 2	1031868	SIDNEY CARROLL	ASSESSOR REIMBURSEMENT - SIDNEY CARROLL 12/29/14	PER BD: TESTING	125.00	1900086855
DISTRICT 2	1031944	GORDON DEWAYNE	ASSESSOR REIMBURSEMENT - D GORDON 12/30/2014	PER BD: TESTING	201.95	1900086862
DISTRICT 2	1031945	BETTIE REEVES-NOBLES	ASSESSOR REIMBURSEMENT - BETTIE REEVES-NOBLES 12/3	PER BD: TESTING	194.61	1900086867
DISTRICT 2	1032250	SHARON PURIFOY	ASSESSOR REIMBURSEMENT - SHARON PURIFOY 12/2014	PER BD: TESTING	195.25	1900086796
DISTRICT 2	1032601	RICKY LEISTER	ASSESSOR REIMBURSEMENT - RICKY LEISTER 12/23/14	PER BD: TESTING	238.40	1900086787
DISTRICT 2	1032602	LUCIOUS MCDADE	ASSESSOR REIMBURSEMENT - LUCIOUS MCDADE 12/23/14	PER BD: TESTING	212.08	1900086789
DISTRICT 2	1032603	FRANK MCMILLAN	ASSESSOR REIMBURSEMENT - FRANK MCMILLAN 12/23/2014	PER BD: TESTING	384.20	1900086791
DISTRICT 2	1032604	CAROLYN MOORE	ASSESSOR REIMBURSEMENT - CAROLYN MOORE 12/23/14	PER BD: TESTING	139.18	1900086794
DISTRICT 2	1032606	ROBERT PERKO	ASSESSOR REIMBURSEMENT - ROBERT PERKO 12/23/14	PER BD: TESTING	265.96	1900086795
DISTRICT 2	1032607	RONALD ROE	ASSESSOR REIMBURSEMENT - RONALD ROE 12/23/14	PER BD: TESTING	410.12	1900086797
DISTRICT 2	1032609	REGINALD SMITH	ASSESSOR REIMBURSEMENT - REGINALD SMITH 12/2014	PER BD: TESTING	274.85	1900086798
DISTRICT 2	1032610	CURTIS STEPHENS	ASSESSOR REIMBURSEMENT - CURTIS STEPHENS 12/23/14	PER BD: TESTING	246.50	1900086799
DISTRICT 2	1032652	RICHARD BLACKMON	ASSESSOR REIMBURSEMENT - RICHARD BLACKMON 12/29/14	PER BD: TESTING	249.74	1900086851
DISTRICT 2	1032653	GEORGE DESHIELDS	ASSESSOR REIMBURSEMENT - GEORGE DESHIELDS 12/29/14	PER BD: TESTING	281.33	1900086857
DISTRICT 2	1032654	KEN GALLAGHER	ASSESSOR REIMBURSEMENT - KEN GALLAGHER 12/30/2014	PER BD: TESTING	428.75	1900086861
DISTRICT 2	1032655	JAMES GREEN	ASSESSOR REIMBURSEMENT - JAMES GREEN 12/30/14	PER BD: TESTING	530.00	1900086863
DISTRICT 2	1032656	CHRISTOPHER PARKER	ASSESSOR REIMBURSEMENT - CHRISTOPHER PARKER 12/30/	PER BD: TESTING	228.68	1900086865
DISTRICT 2	1032657	DOUGLAS POOL	ASSESSOR REIMBURSEMENT - DOUGLAS POOL 12/30/14	PER BD: TESTING	268.56	1900086866
DISTRICT 2	1032658	JENNIFER UTZ	ASSESSOR REIMBURSEMENT - JENNIFER UTZ 12/30/14	PER BD: TESTING	125.00	1900086869
DISTRICT 2	1032659	GREG WILD	ASSESSOR REIMBURSEMENT - GREG WILD 12/30/14	PER BD: TESTING	258.65	1900086870
*DISTRICT 2					10,159.82	
DISTRICT 3	1000111	BHAM BAR ASSOCIATION	2015 BBA DUES - CAROL SUE NELSON	COUNTY ATTORNEY	175.00	1900087040
DISTRICT 3	1000111	BHAM BAR ASSOCIATION	2015 BBA DUES - ALLISON LYNNE NICHOLS-GAULT	COUNTY ATTORNEY	50.00	1900087043
DISTRICT 3	1000111	BHAM BAR ASSOCIATION	2015 BBA DUES - SHAWNNA HAAS SMITH	COUNTY ATTORNEY	100.00	1900087042
DISTRICT 3	1000111	BHAM BAR ASSOCIATION	2015 BBA DUES - THEODORE A. LAWSON, II	COUNTY ATTORNEY	175.00	1900087041
DISTRICT 3	1000111	BHAM BAR ASSOCIATION	2015 BBA DUES - BRENT GIBSON GRAINGER	COUNTY ATTORNEY	175.00	1900087044
DISTRICT 3	1000128	JEFF CO DEPUTY TREASURER	PETTY CASH-LACEY-SHOWER CURTAINS	SHER CORRECT-BESSEMER	20.93	1900086499
DISTRICT 3	1000128	JEFF CO DEPUTY TREASURER	HOLE PUNCH	SHER CORRECT-BESSEMER	4.78	1900086186
DISTRICT 3	1000128	JEFF CO DEPUTY TREASURER	PETTY CASH-LEVY WESTBROOK	SHER ENFORCE-BESSEMER	16.00	1900086498
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PRESSURE GAUGE, FITTINGS, BOLTS, BUCKETS, FOOD	ES: CAHABA RIVER WWTP	165.57	1900086922
DISTRICT 3	1000193	JEFFERSON CO TREASURER	5VX750 V-BELT,B100 V BELT,HEX SET,MISSION BATTERIE	ES: PACKAGE WWTP & PUMP STA	414.39	1900086924
DISTRICT 3	1000193	JEFFERSON CO TREASURER	BATTERY AND VOLTAGE METER	ES: TRUSSVILLE WWTP	30.10	1900086919
DISTRICT 3	1000193	JEFFERSON CO TREASURER	MEMBERSHIP DUES: ASCE & NSPE-CEDRIC HAYDEN	ES: SANITATION ADMINISTRATION	481.00	1900086943
DISTRICT 3	1000193	JEFFERSON CO TREASURER	BATTERY;STROBE;SENSOR;CHESSELL PENS;	ES: FIVE MILE CREEK WWTP	347.28	1900087045
DISTRICT 3	1000193	JEFFERSON CO TREASURER	FOAM& PENCILS, PORTABLE TRUCK WHEEL DOLLY	R&T: HIGHWAY MAINT-KETONA	147.87	1900086978
DISTRICT 3	1000193	JEFFERSON CO TREASURER	125 AMP BREAKER	ES: PACKAGE WWTP & PUMP STA	385.41	1900086917
DISTRICT 3	1000193	JEFFERSON CO TREASURER	CDL RENEWAL, PHONE CASE, PAINT & LUMBER	R&T: HIGHWAY MAINT-BESSEMER	79.03	1900087047
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PHONE CARRIER;TAPE;RELAY;ADAPTER;MILEAGE;	ES: FIVE MILE CREEK WWTP	269.91	1900086918
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PE & LND SURVEYOR LICENSE RENEWAL-CEDRIC HAYDEN	ES: SANITATION ADMINISTRATION	45.00	1900086602
DISTRICT 3	1000193	JEFFERSON CO TREASURER	CARDSTOCK FOR BOOKING CARDS	SHER CORRECT-BIRMINGHAM	95.94	1900086784
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REIMBERSED FOR LPG LICENSE;SWITCH;SENSOR;	ES: VILLAGE ELECTRICAL SHOP	393.33	1900086785
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PUMP MONITOR UNIT TO BE USED AT TRUSSVILLE WWTP;	ES: VILLAGE ELECTRICAL SHOP	330.00	1900086786
DISTRICT 3	1000193	JEFFERSON CO TREASURER	BOLTS,PULLEY,FITTINGS,CARB. KIT	ES: VILLAGE MAINTENANCE SHOP	432.44	1900086872
DISTRICT 3	1000193	JEFFERSON CO TREASURER	DISTILLED WATER FOR BATTERY, PROPANE - KETONA	R&T: HIGHWAY MAINT-KETONA	31.00	1900086845
DISTRICT 3	1000193	JEFFERSON CO TREASURER	TRAFFIC SIGNS, SCRUB BRUSHES, OUTDOOR FAUCET	ES: SURVEY ENG & CONSTR	76.86	1900086849
*DISTRICT 3					4,441.84	
DISTRICT 4	1000193	JEFFERSON CO TREASURER	TRASH GRABBERS	LAND DEVELOPMENT	12.53	1900086882
DISTRICT 4	1000193	JEFFERSON CO TREASURER	EMA - REPLACES DOC #1900086555	EMA	201.19	1900087062
DISTRICT 4	1000193	JEFFERSON CO TREASURER	EMA - ADECA, POSTAGE, VEHICLE TITLE EMA		752.62	1900086783
DISTRICT 4	1000587	JEFF CO TREASURER	SPECIAL HSE ELECT DISTR 53 HELD APRIL 1 2014	BD OF REGISTRARS	1,050.20	1900086893
DISTRICT 4	1029697	ALLEN ANTONIO	SAFE ROOM REIMBURSEMENT - ALLEN ANOTINO	EMA	4,000.00	1900086940
DISTRICT 4	1030630	LARRY W HYCHE	SAFE ROOM REIMBURSEMENT - LARRY	EMA	4,000.00	1900086941
DISTRICT 4	1030635	PHILLIP COLQUITT MARTIN	SAFE ROOM REIMBURSEMENT - PHILLIP MARTIN	EMA	4,000.00	1900086942
DISTRICT 4	1030738	SHARON OR ALEX BREWER	SAFE ROOM REIMBURSEMENT - SHARON BREWER	EMA	4,000.00	1900086939
DISTRICT 4	1032743	FBI NATL ACADEMY ASSOC	JIM COKER - MEMBERSHIP DUES	EMA	85.00	1900087046
*DISTRICT 4					18,101.54	
DISTRICT 5	1000019	ALABAMA ASSOCIATION OF	13 ACA CERTIFIED MEMBERS-PER ADDENDUM F TAX PLAN	BD OF EQUAL - BHAM STATE	520.00	1900087063
DISTRICT 5	1000193	JEFFERSON CO TREASURER	REVENUE-REIMB. MILEAGE-AUDITOR E. WOODIS 12/14	REVENUE	9.72	1900087056
DISTRICT 5	1000193	JEFFERSON CO TREASURER	REVENUE-REIM. POSTAGE-TITLE APP. REMIT 16.93	REVENUE	16.93	1900087054
DISTRICT 5	1000193	JEFFERSON CO TREASURER	REVENUE-REIMB. MILEAGE-AUDITORS 12/18/2014	REVENUE	241.38	1900087055
DISTRICT 5	1028404	ROBERT G. WATTS	REALTY RATES 3 SURVEY ON-LINE SUBSCRIPTION	BD OF EQUAL - BHAM STATE	225.00	1900086916
DISTRICT 5	1032725	UMB BANK, N.A.	ADMIN FEE 2013AB GO UMB BANK 12/1/14-11/30/15	FINANCE ADMINISTRATION	3,222.40	1900087132
DISTRICT 5	1032725	UMB BANK, N.A.	ADMIN FEE 2013CD GO UMB BANK 12/1/14-11/30/15	FINANCE ADMINISTRATION	3,222.40	1900087131
*DISTRICT 5					7,457.83	
**					40,617.45	

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

Jan-22-2015-95

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 12/23/14 - 12/29/14

- ENVIRONMENTAL SERVICES: ADMINISTRATION FROM EARL DUDLEY INCORPORATED, BIRMINGHAM, AL, TO AWARD BID FOR TOTAL STATION SURVEY EQUIPMENT FOR THE PERIOD OF 1/08/15 – 1/07/16.
REFERENCE BID # 27-15
- PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM BOB BARKER COMPANY INCORPORATED,

FUQUAY, NC, TO AWARD BID FOR DISPOSABLE PILLOWS FOR THE PERIOD OF 1/08/15 – 1/07/16.

REFERENCE BID # 28-15

3. ENVIRONMENTAL SERVICE – CAHABA RIVER WWTP FROM PUMP AND PROCESS INCORPORATED, BIRMINGHAM, AL, TO AWARD BID FOR PARTS FOR FAIRBANKS MORSE PUMP MODEL 2446 FOR THE PERIOD OF 1/15/2015 – 1/14/2015. REFERENCE BID # 33-15
4. ECONOMIC DEVELOPMENT – WORKFORCE INVESTMENT FROM BERNEY OFFICE SOLUTION, MONTGOMERY, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR MAINTENANCE ON PRINTERS.
SAP PURCHASE ORDER # 2000075436 CHANGE ORDERS\$ 458.37 REFERENCE BID # 173-12
PURCHASE ORDER \$14,458.37 TOTAL
5. SHERIFF – BIRMINGHAM ENFORCEMENT FROM ADVANCED DISPOSAL SERVICE, ATLANTA, GA, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR TRASH REMOVAL AT THE BIRMINGHAM JAIL.
SAP PURCHASE ORDER # 2000082182 CHANGE ORDERS\$25,000.00 REFERENCE BID # 164-13
PURCHASE ORDER \$27,021.00 TOTAL
6. ENVIRONMENTAL SERVICES: PACKAGE WWTP & PUMP STATIONS FROM PRO CONSTRUCTION LLC, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR BUILDING REPAIRS.
SAP PURCHASE ORDER # 2000082387 CHANGE ORDER \$997.00 PURCHASE ORDER \$6,624.98 TOTAL

For Week of 12/30/15 - 1/5/15

1. ENVIRONMENTAL SERVICES: VILLAGE CREEK WWTP FROM REVERE CONTROL SYSTEMS INCORPORATED, BIRMINGHAM, AL, TO AWARD BID FOR SPARE PARTS FOR UV SYSTEM ON AS NEEDED BASIS FOR THE PERIOD OF 1/15/15 – 1/14/16. REFERENCE BID # 32-15
2. ENVIRONMENTAL SERVICES: VILLAGE CREEK WWTP FROM WESTCOAT ROTOR INCORPORATED, GARDENA, CA, TO AWARD BID FOR PARTS TO REBUILD NETZSCH PUMP MODEL NE120B ON AS NEEDED BASIS FOR THE PERIOD OF 1/15/15 – 1/14/16. REFERENCE BID # 39-15
3. ENVIRONMENTAL SERVICES: VALLEY CREEK WWTP FROM ADCO BOILER SERVICE, BESSEMER, AL, FOR TWO (2) BOILER RETUBINGS: REMOVAL AND REINSTALLATION OF NEW TUBES ON WATERSIDE AND FIRESIDE OF A 600HP HEWANEE BOILER. SAP PURCHASE ORDER # 2000083475 \$72,918.00 TOTAL
REFERENCE BID # 160-14
4. ENVIRONMENTAL SERVICES: SEWER LINE CONSTRUCTION FROM BRUCE OFFICE SUPPLY & FURNITURE, BIRMINGHAM, AL, TO PURCHASE TWENTY-FIVE (25) BRIGADE BOOKCASES. SAP PURCHASE ORDER # 2000083931 \$6,550.00 TOTAL
5. ENVIRONMENTAL SERVICES: VILLAGE MAINTENANCE SHOP FROM ANDRITZ SEPARATION INCORPORATED, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR REPAIR OF VISCO THERN ROTODIFF ADDITIONAL PARTS: CAM AND PISTON. SAP PURCHASE ORDER # 2000082606 CHANGE ORDER \$42,599.00
SOLE SOURCE PURCHASE ORDER \$63,965.00 TOTAL

For Week of 1/6/15 - 1/12/15

1. SHERIFF'S OFFICE: BIRMINGHAM & BESSEMER FROM CEIA USA LTD, TWINSBURG, OH, TO AWARD BID FOR ITEM 2 ON FREESTANDING CELLSENSE SEARCH SYSTEM & ACCESSORIES ON AS NEEDED BASIS FOR THE PERIOD OF 1/22/15 – 1/21/16. REFERENCE BID # 153-14R
2. SHERIFF'S OFFICE: BIRMINGHAM & BESSEMER FROM METRASENS INCORPORATED, LISLE, IL, TO AWARD BID FOR ITEM 1 ON FREESTANDING CELLSENSE SEARCH SYSTEM & ACCESSORIES ON AS NEEDED BASIS FOR THE PERIOD OF 1/22/15 – 1/21/16. REFERENCE BID # 153-14R
3. VARIOUS JEFFERSON COUNTY DEPARTMENTS FROM AMERICAN PROMO, BIRMINGHAM, AL, TO AWARD BID FOR T-SHIRTS WITH COUNTY LOGO TO BE ORDERED AS NEEDED FOR THE PERIOD OF 1/22/15 – 1/21/16.
REFERENCE BID # 9-15
4. GENERAL SERVICES (ADMINISTRATION) FROM TRIPLE POINT INDUSTRIES, HOOVER, AL, TO EXTEND BID FOR WATER TREATMENT SERVICES FOR THE PERIOD OF 10/01/14 – 2/28/15. THE NEW BID #1-15 IS UNDER EVALUATION AND HAS NOT BEEN APPROVED/AWARDED. REFERENCE BID # 207-11

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

Jan-22-2015-96

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE EXCEPTION REPORT FILED BY THE PURCHASING DIVISION FOR THE WEEK OF 12/23/14 - 12/29/14, 12/30/14 - 1/5/15 AND 1/6/15 - 1/12/15, BE AND HEREBY IS APPROVED.

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

Jan-22-2015-97

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE ENCUMBRANCE REPORT FILED BY THE PURCHASING DIVISION FOR THE WEEK OF 12/23/14 - 12/29/14, 12/30/14 - 1/5/15 AND 1/6/15 - 1/12/15, BE AND HEREBY IS APPROVED.

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

Jan-22-2015-98

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission does hereby ratify the Jefferson Credit Union Visa credit card statement - closing dates of October 26, 2014 and November 25, 2014.

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

STAFF DEVELOPMENT

Multiple Staff Development

Board of Equalization		
Multiple attendees	(State funds)	\$3,925.00
AAAO Mid-Winter Conference		
Hoover, AL – March 4 - 6, 2015		

Individual Staff Development

Board of Equalization		
Jane Mardis	(State funds)	\$175.00
A Primer of Personnel Laws		
Hoover, AL – March 2 - 3, 2015		

Revenue

Bruce Thompson		\$175.00
ACCA CROAA Class		
Pratville, AL – February 18 - 19, 2015		

Tax Assessor - Bessemer

James Weldon	(State funds)	\$275.00
Personal Property Appraisal Manual		
Hoover, AL – February 2 - 6, 2015		

Tax Collector - Bessemer

Grover Dunn		
Association. of Alabama Tax Administrators Midwinter Conference		\$1,014.25
Mobile, AL – February 8 - 11, 2015		

Finance

George Tablack		\$1,194.32
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The Bond Buyer's National Outlook Conference 2015
New York, N. Y. – January 26 - 28, 2015

For Information Only

Personnel Board	
Terria McDonald	\$200.00
2015 Spring Fair	
Huntsville, AL – January 28, 2015	
Jim Greene	\$158.55
2015 IT Career Fair	
Milledgeville, GA – February 10 - 11, 2015	
Jim Greene	\$652.31
2015 Spring Career Fair	
Athens, GA – January 27 - 28, 2015	
Jim Greene	\$125.00
2015 UTC Spring Career Day	
Chattanooga, TN – February 4, 2015	

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

BUDGET TRANSACTIONS

Positions Changes and/or Revenue Changes

1. Commission - District 2 \$4,000

Shift funds to staff development.

2. Commission - District 5 \$8,115

Reduce District 5 Community Development Funds to cover the overtime paid for the Christmas Eve holiday.

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

Jan-22-2015-99

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and James Perkins, Jr. to provide consulting services related to the ERP implementation for the period November 3, 2014 - December 4, 2014 in the amount of \$6,992.43.

CONSULTING SERVICES CONTRACT

THIS CONSULTING SERVICES CONTRACT ("Contract"), entered into on this the 30th day of October, 2014, by and between Jefferson County Commission, hereinafter called the "County", and James Perkins, Jr., (hereinafter referred to as the "Contractor."

WITNESSETH

WHEREAS, the County desires to have certain consulting and other personal services requiring the exercise of individual professional judgment provided by Contractor; and

WHEREAS, the Contractor desires to furnish such services to the County, for the time period and scope of activities hereinafter set forth; and

WHEREAS, the term "Contractor," as used in this Contract, shall also include the various employees, agents, and subcontractors of Contractor, as indicated by the context; and

WHEREAS, the term "County," as used in this Contract, shall refer to Jefferson County Commission, of Jefferson County, Alabama, and various employees and agents in their official capacities, as indicated by the context; and

WHEREAS, either the County and/or Contractor may be referred to as a "party," and may be referred to jointly as the "parties" herein.

NOW, THEREFORE, the parties mutually agree to the terms and conditions set out below:

1. Description of Services to be Performed

Contractor shall provide consulting services relating to the implementation oversight of an Enterprise Resource Planning (ERP) software solution and project management services for the County. Contractor agrees to perform the work under this Contract in a diligent, competent, and workmanlike manner, and in a manner consistent with prevailing standards of professionalism.

2. Pricing, and Terms of Payment

In exchange for and upon satisfactory completion of the services performed by Contractor under this Contract, the County agrees to pay Contractor at an hourly rate of \$75.00 per hour of services rendered. On a monthly basis, Contractor shall submit a true and correct statement of the services provided; the hours of services performed; and the fees due under this Contract.

Payment to Contractor shall be made within 30 days after receipt of a true and correct statement of services provided.

3. Reimbursable Expenses

With proper documentary support, reasonable and customary expenses associated with travel (including mileage at IRS rate), meals, and lodging will be reimbursed at Contractor's actual cost with no markup. Contractor will use its best efforts to obtain and utilize economical rates for travel consistent with customary practices in government sector work, including non-refundable coach class airfare, government rates for lodging, et cetera. In no case will first-class airfare, costs associated with alcoholic beverages, or other entertainment items be reimbursed as part of this Contract.

4. Invoicing

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

TO:

Jefferson County Commission

Finance Department

716 Richard

Arrington Jr Blvd N

Room 820,

Courthouse

Birmingham, AL 35203

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

5. Terms of Agreement and Authorization to Perform Work: The term of this Contract shall be from November 3, 2014 and end on December 4, 2014.

6. Integrated Agreement; Construction; Severability

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

7. 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.

8. Not a Contract of Employment

This Contract creates the relation of principal-independent contractor between the County and the Contractor. This Contract shall not constitute, and shall not be construed as, a contract of employment between the Contractor and the County, or between the County and any employee, agent, or subcontractor of Contractor.

The County shall specify the work to be completed by Contractor; however, Contractor shall determine the means by which the work

is to be performed. The County retains no right to control the means or manner of the performance of the Contractor's work beyond (1) specifying the work to be performed, and (2) ascertaining that Contractor's work product conforms to the terms of this Contract.

The County shall not be responsible for withholding State or Federal taxes of whatever nature from payments made to Contractor, including without limitation: income taxes, payroll taxes, Social Security (FICA) taxes, and/or Medicare taxes. Contractor shall not be entitled to receive any employment benefits, including without limitation: life, health, or disability insurance; retirement or pension plan participation; workers' compensation; unemployment compensation; Social Security contributions; vacation days; sick days; personal days; holidays; or disability payments.

9. Maintenance of Records

Contractor shall maintain material records of the work to be performed hereunder. Contractor shall account for project funds upon request from the County and Contractor shall retain the records of the work performed hereunder for a minimum of six (6) years from the termination of this Contract.

10. Subcontracts

The County enters into this Contract relying upon the Contractor's unique skills and qualifications to perform the work required by this Contract, and in order to procure the Contractor's unique personal services. Accordingly, Contractor's duties and obligations to perform under this Contract may not be delegated or subcontracted to any other person, firm or corporation, except with the prior written approval of the County.

All subcontracts entered into by the Contractor shall attach a copy of this Contract and incorporate its terms. Any subcontract between Contractor and a subcontractor shall be subject to the County's right to discharge any subcontractor for failure to perform in compliance with the terms and requirements of this Contract, or for other good and just causes, including but not limited to the grounds for termination set forth in Paragraph 15.

11. Authority

Contractor shall not enter into any commitment, agreement, or contract, of whatsoever nature or description, in the name of the County, without prior written authorization from the County. Without the prior written authorization of the County, Contractor shall not have the authority (a) to enter into any contract on behalf of the County; (b) to bind the County; (c) to make any statement or representation purporting to represent the County's views, opinions, or official positions as to any matter; or (d) to commit the assets or resources of the County.

12. Confidentiality

This Contract creates a confidential relationship between Contractor and the County. Accordingly, Contractor agrees to keep and maintain (a) all information related to this Contract or Contractor's work hereunder; (b) Contractor's methods, techniques, and professional opinions related to Contractor's work hereunder; and (c) any information gained by Contractor in the course of performance of this Contract, as strictly confidential. Contractor shall not disclose any information described in this Paragraph to anyone other than the County without the prior written authorization of the County.

13. Conflicts of Interest

Contractor represents that it possesses no financial, pecuniary, personal, or other interest which would interfere with the Contractor's exercise of its best independent judgment in the performance of this Contract. Contractor shall inform the County in writing if a conflict of interest shall arise or become known, and shall take such corrective actions as deemed appropriate in the sole discretion of the County.

14. Termination of Contract

This Contract may be terminated with no further obligation to Contractor at the sole discretion of the County if Contractor shall fail to substantially perform any duty or obligation created by this Contract or accomplish any tasks required by this Contract in CONSULTING a timely manner and in a manner consistent with professional standards; or if Contractor shall have or develop a material conflict of interest.

The failure of the County to enforce any time line, restraint, or condition created by the provisions of this Contract shall not be construed as a waiver of such time limit, restraint, or condition, nor shall such failure to enforce such provision be construed as a waiver of the County's right to enforce such provisions in the future.

The County reserves the right to terminate this Contract without cause upon 30 days' notice, and upon such termination, Contractor will be paid the fair value of services performed.

If this Contract shall be terminated for any reason prior to its completion according to the terms of same, Contractor shall deliver to the County a list of outstanding tasks and projects within fifteen (15) days after receipt of notice of termination.

15. Notice

Notice to either the County or Contractor shall be deemed to have been received by the party to which such notice is directed on the 3rd calendar day following the date such notice is placed in the United States Mail, with first-class postage, addressed as follows:

To the County:

Jefferson County Commission

Jefferson County Courthouse Annex
716 Richard Arrington Jr. Blvd. North
Birmingham, Alabama 35203

To Contractor:

James Perkins, Jr.

1145 First Avenue

Selma, AL 36703

16. Governing Law

The laws of the United States and of the State of Alabama shall apply and bind the parties in all questions arising hereunder. Venue and subject-matter jurisdiction over any legal action brought by either the Contractor or the County relating to this Contract shall exist only in (1) the Circuit Court of Jefferson County, Alabama, Birmingham Division, or (2) the United States District Court for the Northern District of Alabama. Contractor expressly consents to the personal jurisdiction of such Courts, and the County expressly does not consent to the personal jurisdiction of any other Court.

17. Execution

This Contract may be executed in counterparts. The facsimile of a signature shall have the same legal efficacy as the original signature. Each party who executes this Contract represents and warrants that he or she is duly authorized to execute this Contract on behalf of each respective party.

18. Works for Hire

All opinions, conclusions, reports and analyses performed and/or delivered as the Contractor's work product under this Contract shall be the property of the County and shall be considered a work made for hire. The County shall be deemed to be the author and shall enjoy full and exclusive copyright in all such opinions, conclusions, reports and analyses.

19. Time of the Essence

The parties agree that the time for performance is of the essence.

20. Compliance with § 9 of the Beason-Hammon Alabama Taxpayer and Citizen Protection Act

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

21. 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,

22. 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.

23. 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.

24. LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES

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

25. 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.

26. VIOLATION:

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

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

JEFFERSON COUNTY COMMISSION

James A. Stephens, President

JAMES PERKINS, Jr.

James Perkins, Jr.

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

Commissioner David Carrington's Statement

My 1.21.2015 Statement on the Receivership

Last night, I was directed to an article on AL.com entitled, "Will the receiver use these words in court against David Carrington and the Jefferson County Commission?"

The article was based on the following paragraph. "Last fall, Carrington was asked by AL.com what he hopes the commission can address during its second term. He replied, 'I want to see the county exit the 32-year old consent decree concerning discriminatory personnel practices and to dramatically increase the job opportunities available to our citizens.'"

First of all, I want to acknowledge that I made this statement and stand by it. This statement was my own in response to a direct question from AL.com, and while I think it represents the feeling of all five commissions, it clearly wasn't made as a statement on behalf of the entire commission. In fact, I can't make a statement on behalf of the entire commission. I couldn't as president, and I can't today, no more than Commissioners Brown, Bowman, Knight or Stephens can. The only time the Commission speaks is in a publicly-called meeting through adoption of a resolution by a majority vote. A single commissioner, including the president, talking about his goals should not be interpreted by anyone as goals of the entire commission.

So, my answer to the headline's question is, "It shouldn't."

With that said though, I do have some personal concerns that I would like to express.

· I am concerned that the County's road department is 20% of its former self – we currently have 150+ currently budgeted positions and 40+ open positions. God forbid we have another April 27th tornado.

· I am concerned that the Board of Equalization chair has remained vacant for months despite the Receiver's knowledge of the need for this critical position on a 3-member board.

· I am concerned with the ongoing reports of a toxic work environment in HR and the ongoing turnover of HR personnel, some of which were hired by the Receiver.

· I am concerned with the ongoing turnover in the Receiver's IT Transformation Team leadership. A successful implementation of MUNIS – the County's new HR and financial software – is critical to the County's future success.

· I am concerned with the report of a "non-professional" relationship between the Receiver and a member of the IT Transformation Team.

· And, I am concerned that the Receiver has told me multiple times, both verbally and in writing, that he will not meet with the Commissioners individually or collectively unless the Court orders him to do so. I have always believed that more progress is made by talking with each other in an open and honest dialog.

In closing, I want to be clear that I fully support the receivership, but I also want to be clear that, in my opinion, the receivership is a directive – a goal to be accomplished – and the receiver is a man, just like me, with human imperfections. As such, it is my opinion that the receivership and the receiver are not holistically one and the same.

Commission Stephens stated that an opinion from the County Attorney’s Office that an Executive Session is appropriate for the Commission to discuss with counsel the legal ramifications of and legal opinions for pending litigation involving Jefferson County and controversies imminently likely to be litigated.

Motion was made by Commissioner Knight seconded by Commissioner Carrington that an Executive Session be convened. Voting “Aye” Knight, Carrington, Bowman, Brown and Stephens.

Thereupon the Commission Meeting was recessed.

The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 9:00 a.m., Thursday, February 5, 2015.

President

ATTEST

Minute Clerk