

STATE OF ALABAMA)

JEFFERSON COUNTY) February 18, 2016

The Commission convened in regular session at the Birmingham Courthouse at 9:15 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 Brown seconded by Commissioner Knight that the Minutes of February 4, 2016, be approved. Voting "Aye" Brown, Knight, Bowman, Carrington and Stephens.

The Commission met in Work Session on February 16, 2016, and approved the following items to be placed on the February 18, 2016, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Items 1 through 5 and Addendum Item 2.
- Commissioner Brown, Human-Community Development and Human Resource Services Committee Items 1 through 5.
- Commissioner Stephens, Administrative, Public Works and Infrastructure Committee Items 1 through 9 and Addendum Items 3, 4 and 5 and one additional item.
- Commissioner Knight, Judicial Administration, Emergency Management and Land Planning Committee Items 1 through 4.
- Commissioner Carrington, Finance, Information Technology & Business Development Committee Items 1 through 24 and Addendum Item 1 and 6.

Feb-18-2016-116

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-2016-001 Heather Elizabeth Jacks, owner; Samuel L. Jacks, Sr., agent requests a change of zoning on Parcel 1D# 2I-12-4-003-027.000 in Section 12 Twp 17 South Range 4 West from C-1 (Commercial) to R-2 (Single Family) for compliance for residential property. (Case Only: 1712 Forestdale Boulevard, Birmingham, AL 35214xFORESTDALE)(1.6 Acres M/L)

Motion was made by Commissioner Carrington seconded by Commissioner Knight that Z-2016-001 be approved. Voting "Aye"

Carrington, Knight, Bowman, Brown and Stephens.

Z-2016-003 Douglas Heflin Anglin, trustee of the C.T. Anglin Property Trust, owner; Mark Hollis, agent requests a change of zoning on Parcel ID# 28-27-3-000-018.000 in Section 27 Twp 18 South Range 2 West from A-1 (Agriculture) to C-1 (A) (Commercial) for a restaurant offering the sales of alcohol for on-premise consumption. (Case Only: 4752 Cahaba River Road, Birmingham, AL 35243)(ACTON)(1.1 Acres MIL)

Approval with contingencies and covenants:

Contingencies:

1. Access shall be approved by the Department of Roads and Transportation and the City of Vestavia Hills; and 2A preliminary drainage study be submitted to and approved by the Department of Roads and Transportation and the City of Vestavia Hills.

Covenants:

1. The site shall be connected to the adjacent pedestrian network; 2. All site lighting shall be directed downward; and 3. Any free standing sign shall be a monument sign.

Motion was made by Commissioner Carrington seconded by Commissioner Brown that Z-2016-003 be carried over for two weeks. Voting "Aye" Carrington, Brown, Bowman, Knight and Stephens.

Feb-18-2016-117

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and Priority Soldier, Inc. to assist with the implementation of its goals to assist homeless veterans in workforce training, workforce re-entry and ultimately permanent housing solutions by using \$2,500 for the purchase of educational materials and \$2,500 to provide transportation of homeless veterans to and from the educational training sessions.

COMMUNITY GRANT PROGRAM

WHEREAS, the Jefferson County Commission adopted a Community Grant Program and Funding Guidelines ("Program"); and

WHEREAS, under this Program, Priority Soldier, Inc. ("Priority Soldier"), applied for a grant of funds for \$5,000; and

WHEREAS, Priority Soldier is a 501(c)(3) organization which seeks assistance with funding to reach their goals of assisting homeless veterans in workforce training, workforce re-entry and permanent housing solutions; and

WHEREAS, Priority Soldier meets the eligibility requirements of the Program; and

WHEREAS, Commissioner George Bowman has recommended funding of \$5,000.00 to Priority Soldier, and the grant of such funds serves a good and sufficient public purpose; and

WHEREAS, the County Commission has determined that it is in the public interest to provide public funds to assist in the development and promotion of said County resources.

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on September 30, 2016.
2. The County shall pay to Priority Soldier a lump sum payment of \$5,000.00 upon execution of this agreement.
3. Priority Soldier shall use the public funds to assist with the implementation of its goals to assist homeless veterans in workforce training, workforce re-entry and ultimately permanent housing solutions by using \$2,500 for the purchase of educational materials and \$2,500 to provide transportation of homeless veterans to and from the educational training sessions.

ANY PASS-THROUGH FOR OTHER USES OR PURPOSES IS PROHIBITED.

4. Priority Soldier shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by September 30, 2016, whichever shall occur first.

5. Priority Soldier shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by Priority Soldier, for a period of not less than three (3) years from termination of the fiscal year set out above.

6. The Priority Soldier representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to the community grant shall be passed-through to another entity or individual that is not specifically identified or described in the scope of work of this agreement.

7. The Priority Soldier, representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement nor any part of 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 certifies that neither Priority Soldier, nor any of its officers, partners, owners, agents, representatives, employees or parties in interest in any way colluded, conspired, or 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 certifies that, except as expressly set out in the above, 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.

8. Any violation of this certification shall constitute a breach and default of this agreement which shall be cause for termination. Upon such termination Priority Soldier 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 this agreement to be executed by their duly authorized representatives on the dates reflected below.

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President - Jefferson County Commission

PRIORITY SOLDIER, INC.

Kenneth L. Phillips, Chief Executive Officer

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

Feb-18-2016-118

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Services and Quality Systems Inc., on behalf of its affiliate Mirth to provide a clinical health information system and financial/revenue cycle enterprise which helps to interface the electronic medical records systems and medical billing systems for the period February 28, 2016 - March 1, 2017 in the amount of \$21,200.

CONTRACT NO.: 00006075

Contract Amendment II

This Amendment II to Contract entered into the 19th day of January, 2016, between Jefferson County Commission d/b/a/ Cooper Green Mercy Health Services, and Quality Systems, Inc., on behalf of its affiliate Mirth, for part# 700-805-600010 -Mirth Connect Gold annual subscription license, and part # 100-400-600165 - Mirth M 1000 Maintenance & Support.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract;

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

This contract amendment results from Jefferson County's Contract No. 00006075. Amendment I of the contract between the parties referenced above, was approved by the Commission on March 5, 2015; recorded in MB 167, Page (s) 544-545.

Item 3. Amend Term of Contract

1. Amend the term to 3/2/2016 - 3/1/2017, as listed on attached Quote, #29686.
2. Compensation shall not exceed \$21,200.
3. All other terms and conditions of the original contract remains the same,

James A. "Jimmie" Stephens, President - Jefferson County Commission

QUALITY SYSTEMS, INC.

_____, Authorized Representative

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

Feb-18-2016-119

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Delbert H. Hahn, M.D., PC to provide radiological services for Cooper Green Mercy Health Services for the period February 1, 2016 - January 31, 2017 in the amount of \$180,000.

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

Feb-18-2016-120

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Director of General Services is hereby authorized to execute CCDs (Construction Change Directives) to more efficiently manage the Personnel Board 1st Floor Renovation Project. The Director shall present for Commission approval a final summary Change Order at the end of the project to reconcile the executed CCDs.

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

Feb-18-2016-121

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and The Lamar Companies to provide four bulletin vinyls and hanging fees in the amount of \$8,000.

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

Feb-18-2016-122

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and The Lamar Companies to provide to provide ten (10) PSA posters and hanging fee in the amount of \$2,000.

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

Feb-18-2016-123

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and Project Hopewell, Inc. to use the public funds to purchase equipment to expand services, food and food supplies, and stipends for physical, recreational and food demonstration instructors for the Nutrition Feeding Program in the amount of \$7,500.

COMMUNITY GRANT PROGRAM

WHEREAS, the Jefferson County Commission adopted a Community Grant Program and Funding Guidelines ("Program"); and

WHEREAS, under this Program, Project Hopewell, Inc. ("HOPEWELL") applied for a grant of funds for \$7,500.00; and

WHEREAS, HOPEWELL is a tax exempt non-profit organization under IRS Rule 501(c)(3), that serves the under-privileged citizens of Jefferson County by providing them nutritional information, nutritious food, physical and recreational activities. HOPEWELL seeks funding for its Nutrition Feeding Program to purchase equipment to expand services, food and food supplies and stipends for physical, recreational and food demonstration instructors; and

WHEREAS, HOPEWELL meets the eligibility requirements of the Program; and

WHEREAS, Commissioner Sandra Brown Little has recommended funding of \$7,500.00 to HOPEWELL, and the grant of such funds serves a good and sufficient public purpose.

WHEREAS, the County Commission has determined that it is in the public interest to provide public funds to assist in the development and promotion of said County resources.

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on September 30, 2016.
2. The County shall pay to HOPEWELL a lump sum payment of \$7,500.00 upon execution of this agreement.
3. HOPEWELL shall use the public funds to purchase equipment to expand services, food and food supplies, and stipends for physical, recreational and food demonstration instructors for the Nutrition Feeding Program.

ANY PASS-THROUGH FOR OTHER USES OR PURPOSES IS PROHIBITED.

4. HOPEWELL shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by October 30, 2016, whichever shall occur first.

5. HOPEWELL shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by HOPEWELL, for a period of not less than three (3) years from termination of the fiscal year set out above.

6. HOPEWELL representatives signed below, certify by the execution of this agreement that no part of the funds paid by the County pursuant to the community grant shall be passed-through to another entity or individual that is not specifically identified or described in the scope of work of this agreement.

7. HOPEWELL representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement nor any part of 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 of 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 HOPEWELL, nor any of its officers, partners, owners, agents, representatives, employees or parties in interest in any way colluded, conspired, or 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 above, 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.

8. Any violation of this certification shall constitute a breach and default of this agreement which shall be cause for termination. Upon such termination, Contractee 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 this agreement to be executed by their duly authorized representatives on the dates reflected below.

JEFFERSON COUNTY, ALABAMA

JAMES A. STEPHENS, PRESIDENT - JEFFERSON COUNTY COMMISSION

PROJECT HOPEWELL, INC.

DR. EDWARD E. RODGERS, SR., PRESIDENT

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

Feb-18-2016-124

WHEREAS, the Jefferson County Commission approved a resolution on January 8, 2015 in Minute Book 167, page 396 authorizing an Agreement between Jefferson County, Alabama and Engineering Service Associates for the McAdory Storm Shelter project; and

WHEREAS, the Agreement was previously amended on July 16, 2015 in Minute Book 168, Pages 234-235.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President, be hereby authorized, empowered and directed to execute this Amendment #2 to extend the contract time an additional 365 calendar days. The new completion date shall be January 25, 2017. There is no cost associated with this amendment. This project will be paid for with federal Community

Development Block Grant Disaster Recovery funds (B-13-US-01-0001).

AMENDMENT TO CONTRACT #2

This is an Amendment to the Contract by and Between Jefferson County, Alabama through the Department of Community & Economic Development, hereinafter called "the County", and Engineering Service Associates, hereinafter called "the Contractor" to provide engineering

services for the McAdory Storm Shelter project. The effective date of this agreement shall be January 8, 2015.

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract.

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

The contract between the parties which was approved by the Jefferson County Commission on January 8, 2015, in Minute Book 167, Page 396; and Amended July 16, 2015, in Minute Book 168, Pages 234-235, is hereby amended as follows:

The purpose of this Amendment #2 is to extend the contract time an additional 365 days. The new completion date shall be January 25, 2017. There is no cost associated with this modification. This project will be paid for with federal Community Development Block Grant Disaster Recovery funds (B-13-US-O1-0001).

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

JEFFERSON COUNTY, AL

James A. Stephens, President - Jefferson County Commission

CONTRACTOR

Dale E. Story, PE. Chief Engineer

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

Feb-18-2016-125

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President, be hereby authorized, empowered and directed to execute Amendment #2 to extend the agreement between Jefferson County, Alabama and CEAssociates Engineering Consultants, 90 days for the Brighton Mini Park Improvements Project (CDBG13-03-M02-BMP). The new completion date shall be May 16, 2016. There are no additional expenses associated with this amendment. All other terms of the contract shall remain the same. This project is from the 2013 CDBG program year.

AMENDMENT TO CONTRACT #2

This is an Amendment to the Contract by and Between Jefferson County, Alabama through the Department of Community & Economic Development, hereinafter called "the County", and CEAssociates Engineering Consultants, hereinafter called "the Contractor" for grant allocation PY13. The effective date of this agreement shall be January 22, 2015.

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor amend the contract.

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

The contract between the parties which was approved by the Jefferson County Commission on January 22, 2015, in Minute Book 167, Page 443 and Amended on November 5, 2015, in Minute Book 169, Page 33, is hereby amended as follows:

The purpose of this Amendment #2 is to extend the time of the contract 90 days between Jefferson County Commission and CEAssociates Engineering Consultants, for the Brighton Mini Park Improvements Project (CDBG13-03-M02-BMP). This amendment is at no additional cost.

The new completion date shall be May 16, 2016. All other terms and conditions of the amended contract shall remain the same. This project is funded by CDBG funds and from 2013 program year.

JEFFERSON COUNTY, AL

James A. Stephens, President - Jefferson County Commission

CONSULTANT

_____, President

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

Carrington, Knight, Bowman, Brown and Stephens.

Feb-18-2016-126

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President, be hereby authorized, empowered and directed to execute Change Order #2 and Amendment #2 to the agreement between Jefferson County, Alabama and Coston General Contractors, Inc. The purpose of Change order #2 and Amendment #2 is to change the scope of work to include additional support for the concrete blocks over the doorways for the North Smithfield Community Storm Shelter Project. The cost associated with Change order #2 and Amendment #2 shall be \$715.00. The total cost associated shall be \$841,268.00. All other terms and conditions of this contract shall remain the same. This project is funded with Federal CDBG-DR funds from the 2013 program year.

AMENDMENT TO CONTRACT #2

This is an Amendment to the Contract by and Between Jefferson County, Alabama through the Department of Community & Economic Development, hereinafter called "the County", and Coston General Contractors, Inc., hereinafter called "the Contractor" for grant allocation

PY13. The effective date of this agreement shall be April 23, 2015.

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract.

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

The contract between the parties which was approved by the Jefferson County Commission on April 23, 2015 in Minute Book 167, Page 553 and as amended in Minute Book 168, Page 547, is hereby amended as follows

The purpose of this Modification is to change the scope of work between Jefferson County Commission and Coston General Contractors, Inc., for the North Smithfield Manor Community Storm Shelter (CDBG-DR). The additional work shall include providing additional support for the concrete blocks over the doorways. The cost associated with this modification shall be \$715.00. The total cost associated shall be \$841,268.00. All other terms and conditions of this contract shall remain the same. This project is funded with Federal CDBG-DR funds from the 2013 program year and FEMA funds.

JEFFERSON COUNTY, AL

James A. Stephens, President - Jefferson County Commission

CONTRACTOR

Kenneth Coston, President

CONSTRUCTION CONTRACT CHANGE ORDER

OWNER: Jefferson County

CONTRACTOR: Coston General Contractors, Inc

ENGINEER: Engineering Service Associates

CONTRACT NO.: CDBG-DR

DATE: 12/1/2015

CHANGE ORDER NO. CCC02

PROJECT DESCRIPTION: North Smithfield Manor Storm Shelter and Community Center

REASON FOR CHANGE ORDER: This change order calls for the contractor to weld 11"x 3/8" plates to the bottom of each door I-beam lintel. This will provide the needed support for the 12" cement blocks over the doorways.

This additional work will not delay construction.

Change in Scope of Work - The change in scope shall include a Community Storm Shelter Building Revision.

Item No.	Description	Quantity	Unit	Unit Price	Additions	Deductions
	(attach additional sheets if necessary)					
30	add 11" x 3/8" plates to the lintel beams For masonry support	1	LS	\$715.00	\$715.00	

ORIGINAL CONTRACT PRICE: \$831,016.00

PREVIOUS CHANGE ORDERS; 9,537.00

CURRENT CONTRACT PRICE: \$840,553.00

THIS CHANGE ORDER: \$715.00

ACCEPTED:

Contractor

APPROVAL

RECOMMENDED:

ADJUSTED CONTRACT PRICE
WITH INCLUSION OF CHANGE \$841,268.00
ORDERS

Engineering Service Associates

APPROVED

James A. Stephens, President - Jefferson County Commission

Owner

NOTE: All work under this Change Order to be done under applicable provisions of the Contract. Change Order not valid unless properly authorized and approved.

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

Feb-18-2016-127

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Department of Human-Community Services and Economic Development is authorized to transfer Eighty Four Thousand Five Hundred & 00/100 Dollars (\$84,500.00) to the 2012 West Highland Water Project budget. Funds will be transferred from the 2012 Rosedale Sidewalk II budget in the amount of \$50,000.00, Willie Mays Park budget in the amount of \$5,000.00, and the Clay Sr. Center in the amount of \$29,500.00.

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

Feb-18-2016-128

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and the City of Graysville to provide assistance in funding in expanding the functionality of a Walking Track Park located within the City of Graysville by constructing a 20' x 36' covered pavilion

COMMUNITY GRANT PROGRAM

WHEREAS, the Jefferson County Commission adopted a Community Grant Program and Funding Guidelines ("Program"); and

WHEREAS, under this Program, the City of Graysville, Alabama ("Graysville"), applied for a grant of funds for \$2,500.00; and

WHEREAS, Graysville is a municipality located within Jefferson County, Alabama, which seeks to expand the functionality of a Walking Track Park located within the City of Graysville by constructing a 20' x 36' covered pavilion, which will provide a place for residents to have family oriented functions such as reunions and parties, an area for the City to host community wide events, and an area for walkers to rest following exercise; and

WHEREAS, Graysville meets the eligibility requirements of the Program; and

WHEREAS, Commissioner Jimmie Stephens has recommended funding of \$2,500.00 to Graysville, and the grant of such funds serves a good and sufficient public purpose; and

WHEREAS, the County Commission has determined that it is in the public interest to provide public funds to assist in the development and promotion of said County resources.

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on September 30, 2016.
2. The County shall pay to Graysville a lump sum payment of \$2,500.00 upon execution of this agreement.
3. Graysville shall use the public funds to assist in expanding the functionality of a Walking Track Park located within the City of Graysville by constructing a 20' x 36' covered pavilion, which will provide a place for residents to have family oriented functions such as reunions and parties, an area for the City to host community wide events, and an area for walkers to rest following exercise.

ANY PASS-THROUGH FOR OTHER USES OR PURPOSES IS PROHIBITED.

4. Graysville shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by September 30, 2016, whichever shall occur first.

5. Graysville shall create, collect and retain, for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof: All such financial records and supporting documents shall be retained and made available by Graysville for a period of not less than three (3) years from termination of the fiscal year set out above.

6. The Graysville representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to the community grant shall be passed-through to another entity or individual that is not specifically identified or described in the scope of work of this agreement.

7. The Graysville representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement nor any part of 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 certifies that neither Graysville, nor any of its officers, partners, owners, agents, representatives, employees or parties in interest in any way colluded, conspired, or 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 certifies that, except as expressly set out in the above, 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.

8. Any violation of this certification shall constitute a breach and default of this agreement which shall be cause for termination. Upon such termination Graysville 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 this to be executed by their duly authorized representatives on the dates reflected below.

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President - Jefferson County Commission

CITY OF GRAYSVILLE, ALABAMA

Maxy Sue Morgan, Mayor

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

Feb-18-2016-129

STREET MAINTENANCE ACCEPTANCE

WHEREAS, by STATE LAW the Jefferson County Commission maintains roads in unincorporated Jefferson County.

WHEREAS, a portion of West Ridge Drive and a portion of Vernon Street, as shown in First Sector of Vernon Hill, as situated in the SE 1/4 of the SE 1/4 of Section 17, Township 16S, Range 1W, has been constructed to Jefferson County standards and right-of-way has been dedicated and recorded for the purpose of public access as of June 2004.

WHEREAS, Jefferson County Roads and Transportation Department maintains roads and erroneously overlooked notification of Commission of said completion.

NOW THEREFORE BE IT RESOLVED BE THE JEFFERSON COUNTY COMMISSION that assents to acceptance of maintenance of the existing streets, as constructed and located within the boundaries of the right-of-way recorded in Map Book 183, Page 42, in the Birmingham Division of the Jefferson County Probate Court.

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

Feb-18-2016-130

STREET MAINTENANCE ACCEPTANCE

WHEREAS, by STATE LAW the Jefferson County Commission maintains roads in unincorporated Jefferson County.

WHEREAS, Hillside Court, a portion of Vernon Parkway, and a portion of Vernon Street, as shown in Second Sector of Vernon Hill, as situated in the SE 1/4 of the SE 1/4 of Section 17, Township 16S, Range 1W, has been constructed to Jefferson County standards and right-of-way has been dedicated and recorded for the purpose of public access as of June 2004.

WHEREAS, Jefferson County Roads and Transportation Department maintains roads and erroneously overlooked notification of Commission of said completion.

NOW THEREFORE BE IT RESOLVED BE THE JEFFERSON COUNTY COMMISSION that assents to acceptance of maintenance of the existing streets, as constructed and located within the boundaries of the right-of-way recorded in Map Book 185, Page 88, in the Birmingham Division of the Jefferson County Probate Court.

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

Feb-18-2016-131

STREET MAINTENANCE ACCEPTANCE

WHEREAS, by STATE LAW the Jefferson County Commission maintains roads in unincorporated Jefferson County.

WHEREAS, a portion of West Ridge Drive, as shown in Hill Parc Sector Phase One of Vernon Hill, as situated in the SE 1/4 of the SE 1/4 of Section 17, Township 18S, Range 1W, has been constructed to Jefferson County standards and right-of-way has been dedicated and recorded for the purpose of public access as of June 2004.

WHEREAS, Jefferson County Roads and Transportation Department maintains roads and erroneously overlooked notification of Commission of said completion.

NOW THEREFORE BE IT RESOLVED BE THE JEFFERSON COUNTY COMMISSION that assents to acceptance of maintenance of the existing streets, as constructed and located within the boundaries of the right-of-way recorded in Map Book 183, Page 43, in the Birmingham Division of the Jefferson County Probate Court.

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

Feb-18-2016-132

STREET MAINTENANCE ACCEPTANCE

WHEREAS, by STATE LAW the Jefferson County Commission maintains roads in unincorporated Jefferson County.

WHEREAS, a portion of West Ridge Drive, as shown in Hill Parc Sector Phase Two of Vernon Hill, as situated in the SE 1/4 of the SE 1/4 of Section 17, Township 16S, Range 1W, has been constructed to Jefferson County standards and right-of-way has been dedicated and recorded for the purpose of public access as of June 2004.

WHEREAS, Jefferson County Roads and Transportation Department maintains roads and erroneously overlooked notification of Commission of said completion.

NOW THEREFORE BE IT RESOLVED BE THE JEFFERSON COUNTY COMMISSION that assents to acceptance of maintenance of the existing streets, as constructed and located within the boundaries of the right-of-way recorded in Map Book 184, Page 45, in the Birmingham Division of the Jefferson County Probate Court.

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

Feb-18-2016-133

STREET MAINTENANCE ACCEPTANCE

WHEREAS, by STATE LAW the Jefferson County Commission maintains roads in unincorporated Jefferson County.

WHEREAS, Fairfax Court and a portion of Vernon Street, as shown in Hill Parc Sector Phase Three of Vernon Hill, as situated in the SE 1/4 of the SE 1/4 of Section 17, Township 16S, Range 1W, has been constructed to Jefferson County standards and right-of-way has been dedicated and recorded for the purpose of public access as of June 2004.

WHEREAS, Jefferson County Roads and Transportation Department maintains roads and erroneously overlooked notification of

Commission of said completion.

NOW THEREFORE BE IT RESOLVED BE THE JEFFERSON COUNTY COMMISSION that assents to acceptance of maintenance of the existing streets, as constructed and located within the boundaries of the right-of-way recorded in Map Book 185, Page 89, in the Birmingham Division of the Jefferson County Probate Court.

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

Feb-18-2016-134

A RESOLUTION DECLARING TWO UNDERCOVER SHERIFF'S OFFICE VEHICLES SURPLUS AND
AUTHORIZING THE SHERIFF TO REPLACE THESE VEHICLES WITH COURT AWARDED VEHICLES OR
VEHICLES PURCHASED WITH CONFISCATED FUNDS.

NO COUNTY FUNDS ARE REQUIRED

WHEREAS, the Jefferson County Commission has established a fund, known as the Confiscated Funds, which receives its revenue from money awarded by the Court of Jefferson County or Federal Courts to conduct drug/undercover abatement programs through the Jefferson County Sheriff's Office; and

WHEREAS, the Jefferson County Sheriff's Office has previously purchased from these confiscated funds specialized vehicles for use in undercover related work; and

WHEREAS, two of these vehicles have exceeded their operability as undercover vehicles.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the following vehicles be declared surplus and that the Jefferson County Sheriff be and hereby is authorized to dispose of said vehicles which will be replaced at a later date with vehicles that are awarded by the Courts, or purchased with confiscated funds for undercover enforcement.

1. A056017 (2005 Chevrolet Trailblazer)
2. A156065 (This 2015 Ford Fusion was Deemed a Total Loss Due to an Accident)

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

Feb-18-2016-135

IDENTIFYING SURPLUS COUNTY
EQUIPMENT AND AUTHORIZING THE DISPOSAL
OF SAID EQUIPMENT VIA INTERNET AUCTION
SALVAGE YARD AND/OR LOCAL MUNICIPALITIES

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 County assets.

List on file in the Minute Clerk's Office.

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 Knight that the above resolution be adopted. Voting "Aye" Carrington, Knight, Bowman, Brown and Stephens.

Feb-18-2016-136

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

between Jefferson County, Alabama and CDG Engineers & Associates to provide design and production of complete resurfacing roadway plans for pavement resurfacing and rehabilitation of Sicard Hollow Road from Blue Lake Road to Rex Lake Road in the amount of \$169,606.

AGREEMENT FOR ENGINEERING SERVICES

This Agreement made this _____ day of _____, 20__, by and between Jefferson County in the State of Alabama (hereinafter referred to as the COUNTY), and CDG Engineers & Associates, Inc. (hereinafter referred to as the CONSULTANT).

WHEREAS, CONSULTANT shall provide all professional services necessary for the design and production of complete resurfacing roadway plans, including field survey, a preliminary engineering report, geotechnical investigation, and assistance with the bid opening for the pavement resurfacing and rehabilitation of Sicard Hollow Road from Blue Lake Road to Rex Lake Road in Jefferson County.

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

"As a part of the obligation of the CONSULTANT to the COUNTY under this AGREEMENT, the CONSULTANT does hereby certify that CONSULTANT has no financial or other interest in the outcome of the project proposed under this AGREEMENT."

W I T N E S S E T H

In consideration of the mutual covenants hereinafter stipulated, it is agreed between the parties as follows:

The CONSULTANT, in the preparation of plans and any other items pertaining thereto for this project, will meet the requirements for conformance with the Standards adopted by AASHTO, Alabama Department of Transportation (hereinafter referred to as the STATE) Standards and Specifications and will ascertain the written practices of the STATE and COUNTY prior to beginning any work on this project. All work required under this AGREEMENT will be performed in accordance with these standard practices, and any special requirements hereinafter set forth. All work performed by the CONSULTANT under this AGREEMENT will be subject to the review, approval and acceptance of the COUNTY, City of Birmingham and City of Vestavia Hills.

ARTICLE I – SCOPE OF WORK

The CONSULTANT will prepare the required documents and secure design approval, prepare roadway resurfacing plans for the resurfacing of Sicard Hollow Road from Blue Lake Road to Rex Lake Road in Jefferson County. The work to be performed by the CONSULTANT will include the design and production of complete resurfacing roadway plans, including field survey, a preliminary engineering report, geotechnical investigation, and assistance with the bid opening as follows:

SECTION 1 – PRELIMINARY ENGINEERING

The CONSULTANT will perform the following as applicable:

- A. Attend Scope of Work meeting with representatives from COUNTY, City of Birmingham and City of Vestavia Hills to review the scope of the project as well as any design exceptions.
- B. Study available traffic data, which will be furnished by the COUNTY, and reaffirm the Design Criteria consistent with the policies of the COUNTY.
- C. Evaluate existing roadway features.
- D. Collect roadway vehicle classification counts.
- E. Analyze roadway geometry and compare to applicable design criterion for identification of deficiencies.
- F. Identify drainage and safety improvements.
- G. Prepare written preliminary engineering report. Present report to COUNTY, City of Birmingham and City of Vestavia Hills for use in determining scope for the development of final plans.

SECTION 2 – GEO-TECHNICAL INVESTIGATION

The CONSULTANT will perform the following as applicable:

- A. Complete pavement distress survey with distresses identified in general accordance with ALDOT BMT Procedure 392 and FHWA-RD-03-031. The distress survey will focus on the most heavily distressed portions of the project alignment.
- B. Conduct asphalt coring of in-place pavements utilizing a truck-mounted drilling rig or hand operated coring machine. Approximately 21 cores to be taken, primarily within areas exhibiting the most severe distresses.
- C. Perform soil test borings containing Standard Penetration Tests (SPT) at regular intervals. Approximately 21 borings will be performed to a depth of 10 feet below the existing ground surface or refusal, whichever occurs first. Undisturbed soil samples will additionally be obtained from selected borings for Resilient Modulus testing.
- D. Install piezometers in selected borings to establish long-term ground water depths. Total length of 50 feet of piezometer to be installed.
- E. Provide traffic control during coring and drilling operations. Control includes signage, channelizing cones, arrow board and flaggers.
- F. Conduct laboratory tests to determine site-specific soil and pavement characteristics. Test to include: natural moisture contents, grain size analysis, Atterberg Limits, and Resilient Modulus tests for pavement design.
- G. Prepare geotechnical materials report detailing findings and recommendations. Report to include: project location maps, local

geology, subsurface conditions (including groundwater), laboratory test results, recommendation for treatment of unsuitable materials, recommendations for subgrade stabilization (if required) and recommended pavement rehabilitation and/or new pavement sections.

SECTION 3 – ROADWAY DESIGN AND BID OPENING ASSISTANCE

The CONSULTANT will perform the following as applicable:

- A. Set horizontal and vertical control on 1000' intervals.
- B. Cross-section existing pavement on approximate 50' intervals, suitable for accurate calculation of pavement cross slope/superelevation correction and leveling quantities.
- C. Perform feature survey of existing cross-drains, utilities and clear zone obstructions.
- D. Perform topographic survey from right-of-way to right-of-way and development of InRoads DTM where necessary for drainage, guardrail and shoulder improvement design.
- E. Manage survey sub-consultant.
- F. Final construction plans to be developed based on approved recommendations from the Preliminary Engineering Report. It is anticipated that the plans will include: cross-slope and superelevation correction, pavement leveling, asphalt overlay, and limited shoulder and safety improvements. Anticipated drainage improvements are as follows:
 - Ditch/cross drain improvements approximately from Sta. 50+00 thru 55+00
 - Ditch improvements at Sta. 110+00
 - Cross drain evaluation at Sta. 227+50
- G. Anticipated traffic control plan assumes use of temporary road closures and off-site detours.
- H. Final plan assembly to include:
 - Typical sections
 - Summary of quantities and box sheets
 - Drainage sections
 - Paving, signing and striping layouts
 - Erosion control plans
 - Traffic control plans
 - Guardrail and drainage details
 - Project notes, details and drawings
- I. Facilitate plan reviews by COUNTY, City of Birmingham and City of Vestavia Hills.
- J. Develop project cost estimates.
- K. Prepare Construction Best Management Practices plan and Notice of Intent for ADEM NPDES Construction Stormwater Permit.
- L. Attend meetings as required, including project scoping meeting and plan review meetings.
- M. Prepare project manual, specifications and contract documents.
- N. Coordinate with COUNTY for Advertisement of Bids.
- O. Host Pre-bid conference.
- P. Facilitate project letting.
- Q. Review project bids, develop bid tabulations and establish low bidder.

ARTICLE II - OBLIGATION OF COUNTY TO CONSULTANT

The work to be performed by the COUNTY will include the following, as applicable:

- A. Provide all traffic data that is deemed necessary by the COUNTY.
- B. As far as possible, cooperate with the CONSULTANT in making necessary arrangements with public officials and with such individuals as the CONSULTANT may need to contact for advice, counsel, and information.
- C. Furnish the CONSULTANT unit prices and/or per costs to be used in cost analysis.
- D. Circulate required materials to appropriate agencies and governmental bodies for review and receive comments.

ARTICLE III– TIME OF BEGINNING AND COMPLETION

- A. The CONSULTANT agrees to start work on the professional services outlined under ARTICLE I of this AGREEMENT with ten (10) days after receipt of written Notice to Proceed from the COUNTY. The COUNTY will not notify the CONSULTANT to commence work until both parties have formally approved this AGREEMENT.
- B. Preparation of the preliminary plans, final plans and any Supplemental Specifications necessary for the execution of the work shall be completed by July 1, 2016. Bid assistance to be completed during the bid process.
- C. In case the COUNTY deems it advisable or necessary in the execution of the work to make any alteration that will increase or decrease the Scope of Work outlined in this Agreement, the time limits specified herein may be adjusted in accordance with ARTICLE V, SECTION 1.

ARTICLE IV– PAYMENT

SECTION 1 – FEES

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

D. The Lump Sum of Seventeen Thousand Seven Hundred Ninety Seven and 00/100 Dollars (\$17,797.00) shall be total compensation to the CONSULTANT for all work provided for when performed under ARTICLE I, SECTION 1 of this AGREEMENT for Preliminary Engineering.

E. The Lump Sum of Forty Thousand and 00/100 Dollars (\$40,000.00) shall be total compensation to the CONSULTANT for all work provided for when performed under ARTICLE I, SECTION 2 of this AGREEMENT for Geotechnical Investigation.

F. The Lump Sum of Eighty Three Thousand Eight Hundred Nine and 00/100 Dollars (\$83,809.00) shall be total compensation to the CONSULTANT for all work provided for when performed under ARTICLE I, SECTION 3 of this AGREEMENT for Roadway Plans and Bid Assistance.

G. For the work contemplated under this Agreement the CONSULTANT will be compensated a maximum lump sum amount of One Hundred Sixty Nine Thousand Six Hundred Six and 00/100 Dollars (\$169,606.00).

Payment will be made in monthly installments and in amounts relative to the progress of the work and subject to such evidence of performance as the COUNTY may deem necessary.

SECTION 2 – FINAL ACCEPTANCE

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 representatives and assigns for all things done, furnished or relating to the service rendered by the CONSULTANT under or in connection with this AGREEMENT.

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

Likewise, during the term of this AGREEMENT any service specified may be deleted and/or reduced at the discretion of the COUNTY. If such deletion or reduction becomes desirable, the CONSULTANT will be given advance notice and an equitable reduction in the CONSULTANT's fee will be negotiated and expressed by Supplemental Agreement.

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.

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 EXTENTIONS

In the event that unavoidable delays prevent completion of the services to be performed under this AGREEMENT in the time specified in ARTICLE III – 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 delays have occurred.

SECTION 5 – TERMINATION OR ABANDONMENT

A. 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.

B. The COUNTY has the right to terminate this AGREEMENT at its pleasure upon ten (10) days written notice and make settlement with the CONSULTANT on an equitable basis. The value of the work performed by the CONSULTANT prior to the termination of this AGREEMENT shall be determined. In determining the value of the work performed, the COUNTY shall consider the following:

1. The ratio of the amount of work performed by the CONSULTANT prior to the termination of the AGREEMENT to the total amount of work contemplated by this AGREEMENT less any payments previously made.

2. The amount of the expense incurred by the CONSULTANT in performing the work to the termination in proportion to the amount of expense the CONSULTANT would have incurred had he been allowed to complete the total work contemplated by the AGREEMENT, less any payments previously made.

3. In determining the value of the work performed by the CONSULTANT prior to the termination, no consideration will be given to profit that the CONSULTANT might have made on the uncompleted portion of the work.

C. If the termination is brought about as a result of unsatisfactory performance on the part of the CONSULTANT, the CONSULTANT shall be liable to the COUNTY for the difference between the balance remaining on the CONSULTANT'S AGREEMENT and the cost to the COUNTY to complete the work.

SECTION 6 – CONTROVERSY

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

SECTION 7 – RESPONSIBILITY FOR CLAIMS AND LIABILITY

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

The CONSULTANT agrees to indemnify, hold harmless and defend the COUNTY, its elected officials, officers and employees (hereinafter referred to in this paragraph collectively a "COUNTY"), from and against any and all loss, expense against or imposed upon the COUNTY because of bodily injury, death or property damage, real or personal, including loss of use thereof 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 the 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 amount of insurance carried and the risk covered thereby or a copy of the required insurance policies.

General Liability and Property Damage.....	\$1,000,000
Automobile and Truck Bodily Injury	
Liability and Property Damage Liability	
Insurance.....	\$1,000,000

The foregoing Indemnity Agreement shall not be limited by reason of any insurance coverage provided.

SECTION 8 – GENERAL COMPLIANCE WITH LAWS

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

SECTION 9 – SUBLETTING, ASSIGNMENT OR TRANSFER

There shall be no assignment, subletting 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, sublet or transferred as fully and completely as the CONSULTANT is hereby bound and obligated.

SECTION 10 – EMPLOYMENT OF COUNTY WORKER

A. 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 COUNTY.

B. 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.

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

SECTION 11 – CONTROL

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

SECTION 12 – CONDITIONS AFFECTING WORK

A. CONSULTANT shall be responsible for having taken steps reasonable necessary to ascertain the nature, location, scope, and type of work hereunder and the general and local conditions that can affect the work or the cost thereof. 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 subcontractors are to maintain all books, documents papers, accounting records and other evidences pertaining to cost incurred for this project, and to make such material available at their respective offices at all times during the contract period and for three (3) years from date of final payment of the COUNTY funds under the terms of the contract, for inspection by the COUNTY Government, and copies thereof shall be furnished if requested.

B. During the performance of this contract, the Consultant for itself, its assignees and successors in interest, agree as follows:

1. 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 ground of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and lease of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964 or the Equal Opportunity provisions of Executive Order 11246 of September 24, 1965.

2. Solicitations for Subcontractors, Including Procurements of 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 non-discrimination on the grounds of race, color or national origin.

3. Sanctions of Noncompliance: In the event of the, including but not limited to:

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

ARTICLE VI

SECTION 1 – EXECUTORY CLAUSE

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

B. The CONSULTANT, in accordance with this status as an independent contractor, covenants and agrees that he will neither hold himself in a manner consistent with such status, that he will neither hold himself out as, no claim to be an officer or employee or the COUNTY by reason hereof, and he will not, by reason hereof, make any claim, demand, or application to or for any right of privilege applicable to any officer or employee of the COUNTY, including but not limited to workmen's compensation coverage, or retirement membership or credit.

ARTICLE VII

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.

ARTICLE VIII

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

ARTICLE IX

IN WITNESS WHEREOF the Parties have caused this AGREEMENT to be executed by their duly authorized representatives this _____ day of _____ 20__.

RECOMMENDED:

Tracy A. Pate, P.E. - interim Director/County Engineer
CDG Engineers & Associates, Inc.

Anthony Kamburis, P.E. - Project Principal

ATTEST:

JEFFERSON COUNTY, ALABAMA

Minute Clerk

James A. Stephens, President - Jefferson County Commission

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

Feb-18-2016-137

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement to Share Responsibilities between Jefferson County, Alabama and the City of Center Point make certain resurfacing improvements to seven paving sites as part of 2016 Center Point Resurfacing Project. The City of Center Point will pay the County \$250,000 within 30 days of receipt.

AGREEMENT
TO
SHARE RESPONSIBILITIES

Seven Paving Sites:

- 1.) 20th Avenue NE from State Highway 75 to Reed Road
- 2.) 23rd Avenue NW from Carson Road to State Highway 75
- 3.) 23rd Avenue NE from State Highway 75 to 25th Avenue NE
- 4.) 24th Avenue NW from Center Point City Limits to State Highway 75
- 5.) Sunhill Road NW from Center Point City Limits to 24th Avenue NW
- 6.) 25th Avenue NW from Sunhill Road NW to State Highway 75
- 7.) 25th Avenue NE from State Highway 75 to Sweeney Hollow Road

RECITAL:

Jefferson County, Alabama (County), and the City of Center Point, Alabama (City), desire to make certain resurfacing improvements to Seven Paving Sites described above (Project). Project to be resurfaced as part of 2016 Center Point Resurfacing Project and to be Let to Bid by County. Project is currently maintained by County. The County and City will divide responsibilities for the Project. Jefferson County and the City of Center Point desire to establish their agreement herewith.

IN CONSIDERATION OF THE PREMISES stated herein Jefferson County and the City of Center Point mutually agree as follows:

- 1) County will assume responsibility for the management of the award of bid and construction of the Project.
- 2) City shall, by separate agreement, contract with. an engineering firm to provide engineering, construction plans and bid documents for the Project. Engineering firm shall ascertain the practices and procedures of Jefferson County Department of Roads & Transportation. County shall review and approve all final deliverables.
- 3) County shall invoice City after the award of the Project to the low bidder. City agrees to pay to County the amount of \$250,000.00 within 30 days of receipt.
- 4) County shall provide Construction, Engineering & Inspection during the construction phase of the Project.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representative as reflected below.

JEFFERSON COUNTY, ALABAMA

James A. (Jimmie) Stephens, President - Jefferson County Commission

CITY OF CENTER POINT, ALABAMA

Tom Henderson, Mayor

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

Carrington, Knight, Bowman, Brown and Stephens.

Feb-18-2016-138

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Roads & Transportation be granted permission to temporarily close 5th Street NW between 4th Way NW and 5th Way NW in order to remove and replace two collapsed corrugated metal drainage culverts beginning Monday, February 22nd - Friday, February 26, 2016.

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 Knight that the above resolution be adopted. Voting "Aye" Carrington, Knight, Bowman, Brown and Stephens.

Feb-18-2016-139

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Annette A. Gaines is hereby denied.

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

Feb-18-2016-140

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the property damage claim of AT&T in the amount of Two Thousand Six Hundred Forty Two and 43/100 (\$2,642.43) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to AT&T in the amount of \$2,642.43 and forward it to the County Attorney for disbursement.

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

Feb-18-2016-141

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Mary Kathryn Bryant in the amount of Three Hundred Fifty and 00/100 (\$350.00) 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 Mary Kathryn Bryant in the amount of \$350.00 and forward it to the County Attorney for disbursement.

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

Feb-18-2016-142

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

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

Feb-18-2016-143

Following a thorough review by the Finance Department and the County Attorney, with the assistance of outside counsel, the County has determined that a portion of the proceeds of the County's Limited Obligation School Warrants, Series 2004-A were invested during 2005 through 2006 at interest rates higher than the limits permitted by applicable federal tax laws. As a result, the County's earnings on the invested funds exceeded the permitted amounts.

This information was discovered and disclosed as a result of the Commission's ongoing commitment to monitor compliance with the federal tax requirements applicable to its outstanding tax-exempt warrants. Upon discovery of the information, the County self-reported the violation to the Internal Revenue Service and applied for a Closing Agreement under the IRS's Voluntary Closing Agreement Program. After taking into account a rebate payment previously made by the County in 2011, the County and the IRS have agreed that an additional payment of \$5,376,354.83 will be sufficient to repay the excess earnings owed to the United States Treasury and to resolve the violation resulting from the investment of warrant proceeds.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby approves and authorizes the execution and delivery of a Closing Agreement with the Internal Revenue Service addressing the matters described above and requiring a payment of \$5,376,354.83 by the County to the United States Treasury. The President of the County Commission is hereby authorized and directed to execute and deliver such agreement on behalf of the County and to cause the County to make the required payment to the United States Treasury.

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

Feb-18-2016-144

WHEREAS, the Utility-Consultant Engineer Agreement for the Sanitary Sewer Conflict Evaluation & Relocation for the ALDOT Project No. ACIMF-1059 (383), I-59/20 Interchange Modifications was submitted through the County's contract review process beginning on January 15, 2016; and

WHEREAS, the Human Resources department has reviewed the Agreement and determined that review and approval by the Personnel Board is required; and

WHEREAS, the Human Resources department recommended approval of the Agreement by the Personnel Board and submitted it to the Personnel Board on or about February 8, 2016; and

WHEREAS, Personnel Board consideration and/or approval is not expected until its April 11, 2016 meeting; and

WHEREAS, the Alabama Department of Transportation has informed the County that the Agreement must be executed and delivered prior to its issuing a Notice to Proceed to its Contractor in order to be eligible for reimbursement, with such Notice to Proceed expected to be issued before March 1, 2016; and

WHEREAS, it is in the County's best interests to approve the Agreement immediately based on the likelihood of Personnel Board approval and to ensure the funding is secured;

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute the Utility Consultant Engineer Agreement for the Sanitary Sewer Conflict Evaluation & Relocation for the ALDOT Project No. ACIMF-1059 (383), I-59/20 Interchange Modifications roadway construction project in an amount not to exceed \$157,358.00 between Jefferson County and Volkert, Inc. This reimbursable Agreement provides for engineering, administrative, and construction management services associated with the sanitary sewer relocation required to accommodate ALDOT Project No. ACIMF-1059 (383), I-59/20 Interchange Modifications at I-65 from West of Arkadelphia Road to East of I-65 in the City of Birmingham.

ALABAMA DEPARTMENT OF TRANSPORTATION

(AGREEMENT FOR ENGINEERING SERVICES BY CONSULTANT ON UTILITY PROJECTS)

This Agreement is entered into by and between the Owner of the Utility Jefferson County Commission. Jefferson Co., Alabama (hereinafter called the OWNER) and Volkert, Inc. (hereinafter called the ENGINEER). Engineer's Phone Number: 205-214-5500

WITNESSETH:

That, in consideration of the terms, covenants, and conditions hereinafter set forth, the parties hereto, agree as follows:

I. Description and scope of work:

- (a) Preliminary Engineering - The ENGINEER will make all preliminary studies, designs, plans, specifications, and estimates for relocation of the OWNER'S utility facilities that are in conflict with the proposed construction of Alabama Department of Transportation

(hereinafter at times referred to as State) Project No. ACIMF-1059(383) in Jefferson County, Alabama; said project being described on the project plans as I-59/20 Interchange Modifications at I-65 (Phase #2)

Following is a brief summary of major items of work:

- 1174 LF± of sanitary sewer removal
- 5336 LF± of 8" D.I. sanitary sewer (gravity)
- 463 LF± of 12" D.I. sanitary sewer (gravity)
- 615 LF± of 18" D.I. sanitary sewer (gravity)
- 2657 LF± of 24" D.I. sanitary sewer (gravity)
- 6535 LF± of Abandon 8" sanitary sewer
- 529 LF± of Abandon 12" sanitary sewer
- 254 LF± of Abandon 16" sanitary sewer
- 292 LF± of Abandon 20" sanitary sewer
- 2652 LF+ of Abandon 24" sanitary sewer
- 1322 LF± of 8" CIPP
- 1024 LF± of 12" CIPP
- 470 LF± of 30" CIPP
- 51 Each - 48" Manholes
- 16 Each - 60" Manholes

The work will, when requested by the OWNER, include consideration of alternate methods deemed feasible for accomplishing the relocation of the utility facilities or the retention thereof; the purpose being to develop the most economical solution that is feasible in compliance with Code of Federal Regulations 23 CFR 645 and 635, as applicable.

The ENGINEER will also assist the OWNER in soliciting bids, selecting a contractor and awarding the contract when the relocation work is to be accomplished by the lowest responsible bidder.. The ENGINEER and the OWNER will comply with the provisions of Code of Federal Regulations 23 CFR 635 and State law, as applicable, when soliciting bids, selecting a contractor, and awarding the contract.

(b) Construction Engineering - Subsequent to approval by the State of the utility relocation plans, contract documents and authorization of award of contract by the OWNER to the lowest responsible bidder, the ENGINEER will perform the engineering and inspection work to assure the performance and completion of the work in accordance with the approved contract plans and specifications, in accordance with all applicable provisions of 23 CFR 645 and 635.

(c) The State of Alabama Department of Transportation Utility Manual, and all applicable provisions of the Federal-Aid Policy Guide, will govern in development of plans and accomplishment of the work on this project. Such Utility Manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.

II. Obligation of OWNER to ENGINEER:

In connection with this work the OWNER will: (1) As far as possible, cooperate with the ENGINEER in making necessary arrangements with public officials and with such individuals as the ENGINEER may need to contact for advice, counsel, and information; (2) furnish ail available as built drawings; (3) furnish any roadway, bridge and utility drawings that may be available from the Alabama Department of Transportation.

III. Time of Beginning and Completion:

After approval of this agreement by the State, the OWNER will notify the ENGINEER to proceed with the professional services. The ENGINEER will complete Phase I of the engineering work within N/A calendar days after date of written notice to proceed; and Phase II within NIA calendar days after date of written notice to proceed. In the event the OWNER with the approval of the State, deems it advisable or necessary in the execution of the work to make substantial alterations which will increase or decrease the scope of work outlined in this agreement, the time limit specified herein may be adjusted in accordance with Article VII, of this Agreement.

IV. Payments:

For services provided for, when performed by the ENGINEER in accordance with this agreement, and as full and complete compensation therefor, including all necessary expenditures made and incurred by the ENGINEER in connection with this agreement, except as otherwise expressly provided herein, and subject to and in conformity with all provisions of this agreement, the OWNER will pay the ENGINEER the actual cost plus a fixed fee for profit as provided for in Code of Federal Regulations 23 CFR 172.

The ENGINEER will keep separate records of Engineering cost on each phase of work, including hours worked by each employee classification, payroll additives, expenses, transportation and subsistence which are directly allocable to this contract. Payments will be made on the basis of acceptable accounting records of the ENGINEER which are subject to acceptance by the State and which records will be kept in compliance with Part 30 and 31, Federal Acquisition Regulations. Overhead will be based on the latest available information and must be supported by the ENGINEER'S records. All records will be made and kept in keeping with generally acceptable accounting practices and

will be made available, if requested, for inspection by representatives of the OWNER, State, and Federal Highway Administration, and copies thereof shall be furnished by the ENGINEER if requested. All records necessary to substantiate charges under this contract will be retained by the ENGINEER for a period of at least three years after final reimbursement payment to the OWNER by the State for the project work.

The actual cost for each phase of work accomplished will include (1) all costs related to salaries of employees for time directly chargeable to the particular phase of the project work; the salaries of principals for time they are productively engaged in work on a particular phase necessary to fulfill the terms of this contract; (2) Salary additives, the ENGINEER'S expenses and overhead to the extent they are properly allocable to the particular phase of work of the project; and (3) transportation cost, computed at the rate shown hereafter, and subsistence, computed on basis of necessary actual out-of-pocket expenses when working away from the home office on the particular phase of work.

Extra work will not be performed until and unless written authority is received from the OWNER indicating approval of the extra work and of the new maximum amount and the OWNER will not issue such written authority until and unless the OWNER is so authorized in writing by the State. Such a change, if approved, will not change or limit any of the other terms, conditions, or requirements of this agreement, provided however, additional time for completion of work may be given in accordance with Article VII, hereof.

The acceptance by the ENGINEER of the final payment will constitute and operate as a release to the OWNER of all claims and liability to the ENGINEER, its representatives and assigns for any and all things done, furnished or relating to the services rendered by the ENGINEER under or in connection with this agreement or any part thereof, provided that no unpaid invoices exist because of extra work required at the written request of the OWNER

The ENGINEER will perform the necessary engineering work and unless substantial authorized change is made in the plans or scope of work, and/or the responsibilities of the ENGINEER, the maximum payment for Phase I shall not exceed \$ N/A ; the maximum payment for Phase II will not exceed \$ N/A : and the maximum payment for Phase III will not exceed \$157,358.00

The hourly labor rates shown below are based on the accounting records of the ENGINEER and the ENGINEER certifies that such rates are those rates paid by the ENGINEER during the preceding twelve (12) month period. The ENGINEER will be paid for actual cost incurred plus the fixed fee for profit not to exceed the maximum amounts for each Phase. In the event there are substantial changes in the plans and/or scope of work approved by the Alabama Department of Transportation, which significantly increases or decreases the work and/or responsibilities of the ENGINEER, the maximum fee may be adjusted by agreement approved by the State.

If transportation is included in the Consultant Engineer's Overhead Factor, a direct charge should not be made for transportation.

Maximum Engineering Cost for Phase I	N/A
Maximum Engineering Cost for Phase II	N/A
Maximum Engineering Cost for Phase III	See attached exhibit C-3

V . Construction Cost Estimate for Project

The estimated relocation cost is in the amount of \$3,667,252.46 exclusive of engineering cost and is described in Exhibit B which is attached hereto and is hereby made a part hereof.

VI. Ownership of Engineering Documents:

Upon completion of the work covered by this agreement and receipt of all monies due, the ENGINEER, will deliver to the OWNER all survey notes, computations, maps, tracings and all other documents and data pertaining to either the work or the project, which material will become the property of the OWNER. All original tracings of maps and other engineering data furnished to the OWNER by the ENGINEER will bear thereon the endorsement of the ENGINEER.

VII. Delays and Extension:

In the event additional work or unavoidable delays prevent completion of the services to be performed under this agreement in the time specified in Article III, the OWNER may grant, subject to prior written approval of the State, a time extension provided written application is made by the ENGINEER within ten (10) days after the alleged delay has occurred. Any time extensions for extra work will be based on the complexity, extent and magnitude of the extra work.

VIII. Termination or Abandonment:

The OWNER will have the absolute right to abandon the work or to amend the work or project at any time, and such action on its part will in no event be deemed a breach of contract.

The OWNER has the right to terminate this agreement and make settlement with the ENGINEER upon the basis of actual cost for work performed in accordance with this agreement at the time of termination, plus the percentage of profit based upon the work completed to date of termination.

In the event the Alabama Department of Transportation notifies the OWNER, at any time that the ENGINEER should cease work, the OWNER will immediately notify the ENGINEER to cease work and the ENGINEER will cease all work immediately upon notification by the OWNER to cease work. No payment and no reimbursement will be made for work performed by the ENGINEER beyond a period of four (4) working days following notification by the OWNER to cease work. Any payment to the ENGINEER by the OWNER, and any

reimbursement to be made to the OWNER will be for the actual cost of the ENGINEER plus the pro-rated portion of the fixed fee for profit, based on the work completed at the end of the four (4) day period. This pro-ration will be developed by dividing the value of the work completed to date under that phase by the total value of that phase of work less profit, to arrive at a multiplier. This multiplier will then be multiplied by the total fixed fee for profit for that phase of work applicable, to arrive at a dollar value for the amount of fixed fee for profit to be paid by the OWNER.

IX. General Compliance with Laws:

The UTILITY will observe and comply with the provisions of all Federal, State and Municipal laws and regulations as the provisions thereof are applicable hereto in the performance of work hereunder, including the Clean Water Act of 1987, the Alabama Nonpoint Source Management Program of 1989, and the regulations of the Environmental Protection Agency (EPA) and the Alabama Department of Environmental Management (ADEM). The UTILITY will procure and pay for all licenses and permits that are necessary for its performance of the work.

X. Subletting, Assignment, or Transfer:

This contract shall be binding upon the successors and the assigns of the respective parties hereto.

There will be no assignment, subletting, or transfer of the interests of the ENGINEER in any of the work covered by this agreement without written approval of the State and consent of the OWNER. In the event the OWNER gives such consent with prior approval of the State, all the terms and conditions of this agreement will apply to and bind the party or parties to whom such work is consigned, sublet or transferred as fully and completely as the ENGINEER is hereby bound and obligated.

XI. Employment of Federal, State, County or City Workers:

Without the written consent of the Alabama Department of Transportation the ENGINEER will 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 or within a period of one (1) year immediately prior thereto, in the employ of the Federal Highway Administration or the Highway Organization of any State, County, or City, except regularly retired employees, retired for a period of at least one (1) year prior to the effective date of this agreement.

XII. ENGINEER'S Endorsement:

The ENGINEER will endorse the original title or cover sheet of all sets of plans, estimates, reports and engineering data required to be furnished by him under the terms of this agreement. All endorsements will contain the seal and signature of an Alabama Licensed Professional Engineer and such Engineer can be a bona fide employee of the ENGINEER hereunder. In the event the ENGINEER does not perform as Project Engineer or Manager, the ENGINEER will designate a Project Engineer or Manager who has authority to receive and act upon instructions and directions of the OWNER and whose actions and decisions are binding on the ENGINEER.

XIII. Conditions Affecting Work:

The ENGINEER will be responsible for taking steps reasonably necessary to ascertain the nature, general location, scope and type of work hereunder and the general and local conditions which can affect the work or the cost thereof. Any failure by the ENGINEER in such responsibility will not relieve the ENGINEER from the obligation to successfully perform the work without additional expense to the OWNER. The OWNER assumes no responsibility for any understandings or representations by any of its officials, employees or agents prior to or at the time of the execution of this agreement.

This agreement, upon execution by the parties hereto and after approval of the Alabama Department of Transportation, supersedes any previous agreement made between OWNER and the ENGINEER on this particular relocation of utility facilities made necessary by construction of this Highway project.

The OWNER and the ENGINEER recognize the obligation of the Alabama Department of Transportation for reimbursement to the Utility, for work performed under this agreement will be subject to the execution of either a SAHD No. 2 or 3 Standard Agreement or a Special Agreement as might be applicable to the relocation involved, between the OWNER and the Department, which agreement will contain provisions assuring that the OWNER has complied or will comply with and fulfill all obligations, requirements, notifications and provisions of this agreement which are for the benefit or protection of the Department, and that the OWNER has obtained or will obtain all approvals and authorizations of the Department which are provided for in this Engineering Consultant Agreement, and no reimbursement payments will be due and none will be made by the Department until such Agreement as applicable is executed and complied with faithfully by the OWNER and the ENGINEER.

It is intended that the word State, when used in this agreement, includes the Alabama Department of Transportation.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers, officials and persons thereunto duly authorized; for the ENGINEER on the _____ day of 20____, and the OWNER on the _____ day of 20____

OWNER:
Jefferson County Commission. Jefferson Co.. Alabama
James A. Stephens, President

ENGINEER:

Volkert. Inc.

Kirk Mills, Vice President

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

Feb-18-2016-145

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and the Tarrant Board of Education to provide funds to offset the cost associated with Tarrant Intermediate School's sponsored science and space educational travel in the amount of \$1,000.

COMMUNITY GRANT PROGRAM

WHEREAS, the Jefferson County Commission adopted a Community Grant Program and Funding Guidelines ("Program"); and

WHEREAS, under this Program, the Tarrant City Board of Education ("Tarrant BOE", applied for a grant of funds for \$1,000.00; and

WHEN, Tarrant BOE is a tax exempt non-profit educational institution which seeks assistance in funding the Tarrant Intermediate School to promote science and space education for students by providing funds to offset the cost associated with school sponsored science and space educational travel; and

WHEREAS, Tarrant BOE meets the eligibility requirements of the Program; and

WHEREAS, Commissioner T. Joe Knight has recommended funding of \$1,000.00 to Tarrant BOE, and the grant of such funds serves a good and sufficient public purpose; and

WHEREAS, the County Commission has determined that it is in the public interest to provide public funds to assist in the development and promotion of said County resources,

NOW THEREFORE, the parties agree as follows;

1. The term of this Agreement shall begin upon execution hereof and end on September 30, 2016.
2. The County shall pay to Tarrant BOE a lump sum payment of \$1,000.00 upon execution of this agreement.
3. Tarrant BOE shall use the public funds to assist in providing funds to offset the cost associated with school sponsored science and space educational travel.

ANY PASS-THROUGH FOR OTHER USES OR PURPOSES IS PROHIBITED.

4. Tarrant BOE shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by September 30, 2016, whichever shall occur first.

5. Tarrant BOE shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said funds from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by Tarrant BOE, for a period of not less than three (3) years from termination of the fiscal year set out above.

6. The Tarrant BOE representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to the community grant shall be passed-through to another entity or individual that is not specifically identified or described in the scope of work of this agreement.

7. The Tarrant BOE representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement nor any part of 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 certifies that neither Tarrant BOE, nor any of its officers, partners, owners, agents, representatives, employees or parties in interest in any way colluded, conspired, or 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 certifies that, except as expressly set out in the above, 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.

8. Any violation of this certification shall constitute a breach and default of this agreement which shall be cause for termination. Upon

such termination Tarrant BOE 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 this agreement to be executed by their duly authorized representatives on the dates reflected below.

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President - Jefferson County Commission

TARRANT BOARD OF EDUCATION FOR TARRANT INTERMEDIATE SCHOOL

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

Feb-18-2016-146

Jefferson County, Alabama

A RESOLUTION OF JEFFERSON COUNTY, ALABAMA ADOPTING THE
2014 JEFFERSON COUNTY MULTI-HAZARD MITIGATION PLAN

WHEREAS, the Jefferson County Commission recognizes the threat that natural hazards pose to people and property within Jefferson County; and

WHEREAS, Jefferson County has participated in the development of a multi jurisdictional hazard mitigation plan, hereby known as the 2014 Jefferson County Multi-Hazard Mitigation Plan in accordance with the Disaster Mitigation Act of 2000; and

WHEREAS, the 2014 Jefferson County Multi-Hazard Mitigation Plan identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in Jefferson County from impacts of future hazards and disasters; and

WHEREAS, adoption by the Jefferson County Commission demonstrates our commitment to hazard mitigation and to achieving the goals outlined in the 2014 Jefferson County Multi-Hazard Mitigation Plan.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION - JEFFERSON COUNTY, ALABAMA, THAT:

The 2014 Jefferson County Multi-Hazard Mitigation Plan is adopted by the Jefferson County Commission (local governing body).

ADOPTED by a vote of _____ in favor, _____ against, _____ abstaining, and absent, this 18th day of February, 2016.

APPROVED:

James A. Stephens, President - Jefferson County Commission

ATTEST:

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

Feb-18-2016-147

WHEREAS, the Jefferson County Commission has been awarded a Sexual Assault Justice Initiative grant for a two year period from the Department of Justice, Office on Violence Against Women in the amount of \$400,000.00; and

WHEREAS, the Jefferson County District Attorney's Office will be the implementing agency.

THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to sign grant award 2016-SI-AX-KO03 from the Department of Justice for \$400,000.00.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to sign any related documents required for the grant.

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

60407322	VILLAGE WWTP MAINT	100193	JEFFERSON CO TREASURER	BOLTS	7.00	143858	2757
60407322	VILLAGE WWTP MAINT	100193	JEFFERSON CO TREASURER	OIL SEAL	9.60	143862	2757
60407322	VILLAGE WWTP MAINT	100193	JEFFERSON CO TREASURER	RADIATOR CAP	4.73	143865	2757
60407322	VILLAGE WWTP MAINT	100193	JEFFERSON CO TREASURER	SOCKET HOLDER	39.96	143867	2757
60407322	VILLAGE WWTP MAINT	100193	JEFFERSON CO TREASURER	SOCKET HOLDER	51.96	143874	2757
60407322	VILLAGE WWTP MAINT	100193	JEFFERSON CO TREASURER	BEARING	100.00	143877	2757
60407322	VILLAGE WWTP MAINT	100193	JEFFERSON CO TREASURER	FIRST AID SUPPLIES	113.50	143880	2757
60407322	VILLAGE WWTPMAINT	100193	JEFFERSON CO TREASURER	SPVC FITTINGS	42.18	143885	2757
60407322	VILLAGE WWTP MAINT	100193	JEFFERSON CO TREASURER	O-RING	24.00	143889	2757
TOTAL					400.93		
60407323	WWTP ELEC MAINT	100193	JEFFERSON CO TREASURER	Lamps;Snap Action 15A;Transorb LAMPS	98.48	144423	2838
60407323	'WWTP ELEC MAINT	100193	JEFFERSON CO TREASURER	CERTIFICATION FOR HV/AC PERSONNEL VICTOR COAR	165.00	145177	2988
TOTAL					263.48		
70101720	PERSONNEL BD ADMIN	133691	JEFF CRENSHAW	Reimburse Jeff Crenshaw-padlocks for training exer	365.16	144093	2799
TOTAL					365.16		
70101750	PERSONNEL BD TEST	100193	JEFFERSON CO TREASURER	PettyCashReimbursement-R.Lillard-Nov	49.45	144556	2887
70101750	PERSONNEL BOARD TEST	100193	JEFFERSON CO TREASURER	Petty Cash Reimbursement- R Lillard JAN 2016	43.70	144560	2887
70101750	PERSONNEL BOARD TEST	100193	JEFFERSON CO TREASURER	Petty Cash Reimbursement- R Lillard NOV & JAN	33.35	144561	2887
TOTAL					126.50		
70101760	PERSONNEL BOARD	132177	GUY DEWEES	Reimbursement far BSHRM Luncheon	37.92	144657	2911
TOTAL					37.92		
70204500	EMA	100193	JEFFERSON CO TREASURER	EMA PETTY CASH \$640.55-2-4-16	640.55	144733	2920
TOTAL					640.55		
GRAND TOTAL					\$78,859.44		

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

Feb-18-2016-148

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

FOR WEEK OF 1/22/16 - 1/28/16

1. GENERAL SERVICE ADMINISTRATION FROM TSYS MERCHANT SOLUTION, OMAHA, NE TO AWARD BID FOR FLAT LOT / PARKING DECK CREDIT AND DEBIT CARD PAYMENT PROCESSING SERVICES 3-16 FOR THE PERIOD OF 02/17/2016 – 02/18/2017. REFERENCE BID # 3 – 16
2. ALL DEPARTMENTS FROM OFFICE DEPOT, BIRMINGHAM, AL TO AWARD BID FOR GENERAL OFFICE SUPPLIES 14 – 15 FOR THE PERIOD OF 02/17/2016 – 02/18/2017. REFERENCE BID #14 – 15

FOR WEEK OF 1/29/16 - 2/4/16

1. FLEET MANAGEMENT FROM ROEBUCK IMPORTED CARS, LLC D/B/A BRANNON HONDA, BIRMINGHAM, AL TO AWARD BID FOR 2016 HONDA ACCORD LX, SEDANS FOR THE PERIOD OF 02/18/16 – 04/22/16. REFERENCE BID # 25 – 16
2. COOPER GREEN MERCY HEALTH SERVICES FROM MEDLINE INDUSTRIES, PALATINE, IL TO RENEW BID FOR THE PURCHASE OF MEDICAL GLOVES, GROUP A AND GROUP D TO BE ORDERED AS NEEDED BY USER DEPARTMENT FOR THE PERIOD OF 10/01/15 – 09/30/16. SECOND YEAR. REFERENCE BID # 55-15
3. COOPER GREEN MERCY HEALTH SERVICES FROM LABORATORY SUPPLY COMPANY, LOUISVILLE, KY TO RENEW BID FOR THE PURCHASE OF MEDICAL GLOVES, GROUP C TO BE ORDERED AS NEEDED BY USER DEPARTMENT FOR THE PERIOD OF 10/01/15 – 09/30/16. SECOND YEAR. REFERENCE BID # 55-15
4. COOPER GREEN MERCY LABORATORY & GENERAL SERVICES (BULK STORES) FROM LABSOURCE, CHICAGO, IL TO RENEW BID FOR THE PURCHASE OF MEDICAL GLOVES, GROUP B TO BE ORDERED AS NEEDED BY USER DEPARTMENTS FOR THE PERIOD OF 10/01/15 – 9/30/16. SECOND YEAR. REFERENCE BID # 55-15

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

Feb-18-2016-149

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE ENCUMBRANCE REPORT FILED BY THE PURCHASING DIVISION FOR THE WEEK OF 1/22/16 - 1/28/16, excluding P.O. 1602711 - AdTrav Corporation - \$100,000) and 1/29/16 - 2/4/16, BE AND HEREBY IS APPROVED.

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

Carrington, Knight, Bowman, Brown and Stephens.

Feb-18-2016-150

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission does hereby ratify the Jefferson Credit Union Visa credit card statement - closing date December 25, 2015 and January 26, 2016.

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

STAFF DEVELOPMENT

Multiple Staff Development

Community and Economic Development

Keith Strother
Sonya King
North Birmingham Federal Interagency Meeting
Atlanta, GA - February 17-18, 2016

General Services

Paul Reynolds \$199.00
John Phillips \$199.00
Alabama Training Code Workshop
Birmingham, AL - March 23, 2016

Ronald Robb \$564.90
Jeffrey Calvert \$564.16
Facility Dude Workshop
Myrtle Beach, SC - March 18-23, 2016

Inspection Services

Ted Williams and Greg Hollis \$300.00
Alabama Chapter International Assn Electrical Inspectors
Tuscaloosa, AL - March 14-15, 2016

Individual Staff Development

Board of Equalization

Lisa Meuse \$774.89
Basic Mapping Course
Montgomery, AL - April 12-15, 2016

Jane Mardis \$215.00
Understanding and Applying Litigation Skills
Montgomery, AL - February 18, 2016

Roy Stodghill \$395.00
Appraiser as Expert Witness
Birmingham, AL - March 10-11, 2016

Community and Economic Development

LaWanza Webb \$2,662.28
NAWDP Annual Conference
Orlando, FL - May 23-27, 2016

Revenue

Tanjawania Hurst \$150.00
Annual CRE Update
Hoover, AL - June 10, 2016

Tanjawania Hurst \$895.00
Statistical Sampling for Sales and Use
Hoover, AL - May 2-5, 2016

Tanjawania Hurst \$150.00
Special Issues Sales and Use
Hoover, AL - April 22, 2016

Storm Water Management Agency Mondonna Movahed Cityworks Regional Users Forum Alpharetta, GA - February 10-12, 2016	\$705.41
Johanna Berres ADEM NPS Conference Montgomery, AL - January 20, 2016	\$116.15
Tax Assessor - Bessemer Reginald Threadgill AAAO Mid-Winter Conference Huntsville, AL - March 1-4, 2016	\$845.26
For Information Only	
Personnel Board Bronze Loughheed Cynthia Parker Innovations in Testing Orlando, FL - March 20-23, 2015	\$1,520.35 \$1,418.00
Sheriff Office Diane Haskins Paige Serian Eric Eichhorn Palm Print Comparison Techniques Hoover, AL - April 5-7, 2016	\$400.00 \$400.00 \$400.00
Jeremy Reed Hostage Negotiations & Crisis Intervention Birmingham, AL -March 14-18, 2016	\$495.00
George McCreless, Jr. Leadership Skills Birmingham, AL -April 13-15, 2016	\$295.00

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

BUDGET TRANSACTIONS

1. County Manager \$170,000
Add six (6) Accounting Assistant II positions (Gr. 16) for utility support. Additional funds required.
2. Probate Court - Birmingham \$45,588
Add one (1) Principal Accountant position (Gr. 27). Additional funds required.
3. Emergency Management Agency \$232,802
Add fund to EMA to reimburse salaries that were shifted to cover payments for sirens and maintenance. Additional funds required from General Fund Balance.

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

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

Feb-18-2016-151

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and the City of Warrior, Alabama regarding maintenance of select roadways in within the City of Warrior, Alabama.

AGREEMENT BETWEEN JEFFERSON COUNTY, ALABAMA AND THE CITY OF WARRIOR, ALABAMA
REGARDING MAINTENANCE OF SELECT ROADWAYS WITHIN THE MUNICIPALITY

WHEREAS, the City of WARRIOR, Alabama, hereinafter referred to as "City", and Jefferson County, Alabama, hereinafter referred to as "County", are desirous of entering into this Agreement for the public purpose of maintenance and repair of certain roadways and/or portions of certain roadways located within the City's corporate limits and municipal jurisdiction.

WHEREAS, the City desires to secure County services for the maintenance of certain roadways and/or portions of certain roadways located in the City; and

WHEREAS, the law of the State of Alabama authorizes local governments to contract with one another for the maintenance of roadways.

WHEREAS, the County is willing to enter into an agreement with the City for the maintenance of roadways specified in this Agreement.

WHEREAS, the County deems these roads to be of importance to the connectivity within the County where mobility is primarily over service to adjacent parcels, and movements should be of a controlled nature such to promote said mobility.

WHEREAS, the Federal Highway Administration sets a system for classification of roads, and by such classification these roads are eligible for funding at the State and Federal level and must meet the requirements of the funding programs of same.

WHEREAS, the undersigned parties agree it is in their best interest to have an agreement outlining the responsibilities of the parties as it relates to the roadways specified in this Agreement

NOW THEREFORE, in consideration of the above recitals and covenants contained herein, the parties agree as follows:

The roads and portions of roads located in the jurisdictional limits of the City and listed below are hereby acknowledged and accepted by Jefferson County for maintenance per the terms of this agreement. The roads and portions of roads to be maintained are bound by the jurisdictional limits of the municipality as of the date of this agreement and as shown in Exhibit A attached hereto. The roads to be included in this agreement are as follows:

1. County Road 140 (also known as Cane Creek Road, Warrior-Robbins Road, Warrior-Jasper Road) from Old US 31 westerly through the city limits
2. County Road 121 (aka Warrior-Trafford Road) from Old US 31 northeasterly through the city limits
3. Church Street (aka River Road and Warrior-Kimberly Road) from Caldwell Drive easterly through the city limits. Note: This agreement does not include the portion of road known as the Warrior-Kimberly Road that branches off of River Road/ Warrior River Road and dead ends at the river under the bridge.
4. Arkadelphia Road
5. Rouse Road

No other road and/or portion of road will be maintained by the County unless written notification is provided to the Director of the Jefferson County Roads and Transportation Department of the additional roadway to be considered, AND the agreement is brought before the Jefferson County Commission and approved by same.

Notice:

Each party to this agreement shall designate an individual (hereinafter "Administrator"), who may be designated by title or position, to oversee and administer such party's participation in this Agreement. The County's designated Administrator shall be the following individual:

Director of Roads and Transportation/County Engineer
Room A200 Courthouse
716 Richard Arrington Jr. Blvd N
Birmingham, AL 35203

The City's designated Administrator shall be the following:

Director of

County's Responsibilities:

Any and all maintenance performed by the County on the subject roadway shall be at the direction and discretion of the Administrator/County Engineer and shall include the following items within the right-of-way of the subject roadways:

1. Roadway Surface and Roadbed Maintenance
2. Guardrails
3. Drainage - the County shall maintain the drainage of cross drains under the road. The County will work in conjunction with the City to maintain drainage of the roadside ditches. The County agrees to maintain drainage of the roadside ditches not maintained by the City and described below.
4. Vegetation - The County will manage the vegetation along the right-of-way only.

5. Utilities - The County will review applications for permit, direct, and inspect all utilities to be placed within the right-of-way of the roadway in accordance with Article 6 of the Jefferson County Subdivision and Construction Regulations.

6. Debris - The County will pick up debris placed along the right-of-way as required for Federal and State declared storm events and/or by specific Resolution of the County Commission.

7. Bridges -The County shall only be responsible for the following bridges:

Warrior-Trafford Road over Hoagland Creek - BIN No. 002509

These bridges shall be maintained by the County as per the requirements of the National Bridge Inspection Standards ("NBIS") program. Should these bridges become structurally deficient or functionally obsolete and are deemed as needing significant repairs or replacement as determined by ALDOT, the County will make application to available State and Federal Funding programs through ALDOT to seek replacement, but the City shall share in the costs to the County at 50% of the County's portion due to ALDOT.

8. Other - The County is considered to have permission from the City to perform services not expressly named in this document within the right-of-way of the roadway that are considered to be in the best interest of public safety (such as sand application during an ice or snow event).

City's Responsibilities:

The City of shall be responsible for maintenance and installation of the following:

1. Traffic Control - This includes, but is not limited to, striping*, markings, signals*, signage, and all associated items along this roadway and serving the driveway and side roadway connections along this roadway. The City shall also make available to the County services such as police for the temporary traffic control as may be necessary to direct traffic through a work zone. Note: Replacement of the striping and other pavement markings (as applicable) following resurfacing shall be considered as incidental duties to the County's responsibilities for roadbed maintenance. Any revisions to existing pavement markings shall be agreed upon by the City and County prior to resurfacing operations per the notice as detailed below.

2. Drainage - Any roadside drains, such as driveway or yard pipe, associated boxes, bridges over the ditch, etc., shall be installed per the City's direction to the private individual (subject to inspection by the County). The County will only maintain the continuity of the flow within the ditch, and will not maintain continuity of flow on any side drains that are installed by the City and/or an individual or private entity (hereinafter "third party"). Any failed roadside drains or associated structure installed by a third party must be repaired and/or replaced by said third party. In cases where the failure of such drain poses an imminent threat to the roadbed, the County will notify the City Administrator. Should the City not take action within a reasonable time, the County will restore the flow and stabilize the roadbed in the most efficient manner possible. However, the City shall be responsible for restoring access to adjacent parcels and replacement of the structure. If the County has to replace the structure to maintain the roadbed, the work shall be billed based on the costs to the County.

3. Zoning and Development Controls/Access - The City shall remain responsible for zoning and development controls along the roadway. The City agrees that all engineering plans for access to this roadway (roadway, drainage, or utility) shall be reviewed and inspected by the County Administrator and his/her staff. The County Administrator shall notify the City Administrator if the construction has not been completed in accordance with County specifications.

4. Best Management Practices - The City shall be responsible for ensuring that any construction adjacent to the roadway has controls in place to protect the water quality and control the water quantity being discharged to the right-of-way of the roadway. Any costs billed to the County for cleanups or ADEM violations as a result of the City's failure to maintain these controls shall be billed to the City for reimbursement.

5. Pedestrian Ways - Any sidewalks, crosswalks, disabled access ramps, or other features of this nature shall be the responsibility of the city.

6. Litter - Pickup and clearing of litter shall be the responsibility of the city. Any associated ordinances or signing shall fall under Item 1- Traffic Control.

7. Debris - Pickup and clearing of debris (such as yard clippings and construction waste) shall be the responsibility of the city except as noted for storm events under the County section of responsibilities.

8. Encroachments - The City shall not permit or allow fixed objects within the right-of-way or clear zone of the roadway that could be considered a safety hazard per ALDOT specifications. (Example: illegal signs, fences, retaining walls, headwalls, non breakaway mailboxes, etc.)

9. Right of Way-The City Administrator shall notify the County Administrator in writing of any proposed work within the right-of-way of the above listed roadways. All work shall be reviewed and inspected by the County Engineer and his/her staff and determined to meet County specifications as determined by the County Engineer.

The City shall perform all listed City responsibilities. Should the City not perform the responsibilities, the County is authorized to perform the work that must be done in the interest of public safety and/or improving any situations that without attention would adversely impact the eligibility of said roadway for State and/or Federal funds. Except in cases of an actual emergency, the County agrees to provide

reasonable notice to the City along with a cost estimate prior to performing any road work. The County will provide notice to the City prior to undertaking a necessary repair. The County may bill the City for the costs incurred by the County for labor, equipment, and materials, for said work. As such, the City must maintain its portion of the items so that any existing ongoing project and/or maintenance accountability by County to State and Federal agencies is not negatively impacted.

If there are any discrepancies between this agreement and State or Federal Law, the State or Federal Law shall govern.

The City acknowledges and agrees that the County has no responsibility for the maintenance and/or control of any other roads located within the jurisdictional limits of the City.

Liability related to City Ordinances, Policies, Rules and Regulations:

In executing this agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, policies, rules, or regulations. If any cause, claim, suit, action, or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

Termination of Agreement:

This agreement will remain in full force and effect and will not be amended and/or terminated except by the mutual written consent of the parties referenced herein. The parties acknowledge and agree that this Agreement is based on current governmental funding and legislative appropriations. In the event that funding is withdrawn, reduced, limited, or not appropriated after the effective date of this agreement, the parties agree to negotiate in good faith to reduce the obligations of the County as it relates to maintenance of the subject roadways.

JEFFERSON COUNTY COMMISSION

CITY OF WARRIOR

James A. Stephens, President

Johnny Ragland, Mayor

*Jefferson County can maintain signals and centerline and edge striping per separate reimbursable agreement should the city desire to obtain these services.

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

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, March 3, 2016.

President

ATTEST

Minute Clerk

