

STATE OF ALABAMA)

JEFFERSON COUNTY) February 5, 2015

The Commission convened in regular session at the Birmingham Courthouse at 8:37 a.m., James A. Stephens, President, presiding and the following members present:

District 1 - George F. Bowman

District 2 - Sandra Little Brown

District 3 - James A. (Jimmie) Stephens

District 4 - Joe Knight

District 5 - David Carrington

Motion was made by Commissioner Carrington seconded by Commissioner Brown that the Minutes of January 22, 2015, be approved. Voting "Aye" Carrington, Brown, Bowman, Knight and Stephens.

The Commission met in Work Session on February 3, 2015, and approved the following items to be placed on the February 5, 2015, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Items 1 through 5 and one additional item.
- Commissioner Brown, Community Development and Human Resource Services Committee Items 1 through 11, excluding Item 10, Addendum Item 1 and one additional item.
- Commissioner Stephens, Administrative, Public Works and Infrastructure Committee Items 1 through 6.
- Commissioner Knight, Judicial Administration, Emergency Management and Land Planning Committee, no items.
- Commissioner Carrington, Finance, Information Technology & Business Development Committee Items 1 through 30, Addendum Item 2 and one additional item.

Feb-5-2015-100

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the reappointment of Deborah Hinton to serve on the Jefferson County Intellectual & Developmental Disabilities Authority, Inc. for a term ending February, 2017, be and hereby is approved.

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

Feb-5-2015-101

WHEREAS the Jefferson County Board of Education has expressed interest in acquiring the property known as Parkwest Athletic Facility and has agreed to the shared use of the property with Parkwest Athletic Association Board.

NOW BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, that upon the recommendation of Commissioner George Bowman and the County Manager's Office, the President of the Commission is hereby authorized to execute a quit claim deed for the County's Interest in the property known as Parkwest Athletic Facility, to the Jefferson County Board of Education for the purpose of shared use with the Parkwest Athletic Association Board and Minor High School for athletic activities/community events; and said property does hereby revert back to the County if said property is no longer used for this purpose.

QUIT CLAIM DEED

STATE OF ALABAMA

JEFFERSON COUNTY

Prepared by:

Alan K. Dodd, Sr. Land Acquisition Agent

A-200 Jefferson County Courthouse

716 N. Richard Arrington Jr. Blvd

Birmingham, Al 35203

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid to JEFFERSON COUNTY, ALABAMA (the "Grantor"), in hand paid by the JEFFERSON COUNTY

BOARD OF EDUCATION (the "Grantee"), the receipt of which is acknowledged, the Grantor does hereby remise, release, quitclaim and convey unto Grantee that certain real estate situated in Jefferson County, Alabama, which is more particularly described as follows:

A parcel of land located in Section 11, Township 17 South, Range 4 West, Jefferson County, Alabama being more particularly described as follows:

Begin at the SE Corner, of the SW 1/4, of the NE 1/4, Section 11, Township 17 South, Range 4 West, Jefferson County, Alabama; thence north along said quarter-quarter section line for a distance of 664.13 feet; thence turn an angle to the left 89°25'44" and run westerly 877.85 feet; thence turn an angle to the left 40°54'29" and run Southwesterly 1013.63 feet to a point on the Right of way for Minor Parkway (Variable Width); thence turn an angle to the left 89° 18' 52" and run along said right of way for a distance of 50.56 feet; thence turn an angle to the right 88° 57' 53" and run along said right of way for a distance of 19.78 feet; thence turn an angle to the left 88° 33' 40" and run along said right of way for a distance of 149.95 feet; thence turn an angle to the right 90° 00'00" and run along said right of way for a distance of 19.0 feet; thence turn an angle to the left 89° 56' 42" and run along said right of way for a distance of 349.94 feet; thence turn and angle to the left 88° 34' 27" and run for a distance of 10.10 feet; thence turn an angle to the right 88° 34' 00" and run along said right of way for a distance of 198.66 feet; thence turn an angle to the left 88° 28' 07" and run along said right of way for a distance of 28.65 feet; thence turn an angle to the right 88° 16' 33" and run along said right of way for a distance of 153.37 feet to the point of curve of a curve to the right with a radius of 1633.25', a central angle of 2° 10' 54", and a chord distance of 62.19'; thence along said right of way and along the arc of said curve for a distance of 62.19 feet; thence turn an angle to the left from the chord of said curve 91° 03' 00" and run Northeasterly for a distance of 866.71 feet; thence turn an angle to the right 38° 55' 03" and run easterly for a distance of 367.31 feet; thence turn an angle to the left 88° 33' 45" and run northerly for a distance of 151.15 feet to the point of beginning.

Said parcel contains 33.133 acres more or less.

ALSO

A 50-foot Easement for Ingress and Egress and Utilities being more particularly described as follows: Begin at the SE Corner, of the SW 1/4, of the NE 1/4, Section 11, Township 17 South, Range 4 West, Jefferson County, Alabama; thence South along said quarter-quarter section line for a distance of 151.15 feet; thence turn an angle to the right 88° 33' 45" and run westerly for a distance of 367.31 feet; thence turn an angle to the left 38° 55' 03" and run southwesterly for a distance of 183.50 feet to the point of beginning; thence turn an angle to the left 39° 17' 23" to the chord of a non-tangent curve to the left with a radius of 298.84', a central angle of 53° 06' 35", and a chord distance of 267.19'; thence along the arc of said curve for a distance 277.00 feet to the point of tangent; thence southwesterly for a distance of 249.96 feet to the point of curve of a curve to the right having a radius of 564.07' and central angle of 22° 26' 57"; thence along the arc of said curve for a distance of 221.01 feet to the point of tangent; thence southwesterly for a distance of 37.50 feet to a point on the accepted right of way for Minor Parkway and the end of a 50-foot wide easement for Ingress and Egress and Utilities being described as 25 feet to both sides of and parallel to the line described after the point of beginning.

SUBJECT TO

Right of way for public road granted by the Tennessee coal, Iron and Railroad Company, et al, to Jefferson County, Alabama by deed dated 1-2-1913 as referred to in instrument No. 200209-0864.

Right of way for public road granted by the United States Steel Corporation to Jefferson County by Agreements dated 4-6-1954 and 6-23-1954 as referred to in instrument No. 200209-0864.

Right of way in favor of Southern Natural Gas Company as-recorded in Bessemer Real Volume 269 page 883 as referred to in instrument No. 200209-0864.

Road easement to Jefferson County as recorded in Real Volume 2363 page 530 and Volume 5948 page 216 as referred to in instrument No. 200209-0864.

Restrictions, conditions and limitations as contained in deed from United States Steel Corporation to the City of Adamsville recorded in instrument No. 200209-0864.

Reservation of all the coal, iron ore, gas, oil, methane, hydrocarbons, occluded natural gas, coalbed methane gas, gob gas limestone and all other mineral and mining rights and all rights incident thereto including release of damages as contained in deed from United State Steel Corporation to the City of Adamsville recorded in Instrument 200209-0864.

Subject to any liens and/or judgments on the property.

Subject to the term length referenced in the Park West Athletic Facility User Agreement.

This conveyance of property will remain in full effect for as long as the original purpose of an athletic facility for the Jefferson County Board of Education is continued. In the event that this property is no longer used as an athletic facility for the Jefferson County Board of Education, the ownership of said property will revert back to Jefferson County, Alabama.

IN WITNESS WHEREOF, the undersigned have hereto set their hands and seals, all on this 5th day of February, 2015.

JEFFERSON COUNTY, ALABAMA

Attest:

Minute Clerk

JAMES A. STEPHENS, President

Jefferson County Commission

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

Feb-5-2015-102

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 Systems and Outpatient Care Center to provide surgical services for the period October 1, 2014 - September 30, 2017 with payments according to rate schedule.

This letter sets forth an agreement ("Agreement") by and between Cooper Green Mercy Health Services ("CGMHS"), and Outpatient Care Center ("Facility").

The terms of the Agreement are as follows:

1. Recitals

A. Facility is duly licensed in the State of Alabama and accredited by the Accreditation Association for Ambulatory Health Care (AAAHC).

B. CGMHS is duly licensed to do business in the State of Alabama and seeks to make quality surgical services available to its Beneficiaries.

C. Facility desires to contract with CGMHS to provide surgical services to CGMHS Beneficiaries in a cost-effective manner.

2. Definitions and Payment Authorization Procedures

A. Covered Services means all health care services provided to Beneficiaries by Facility. Facility will not be required to provide Covered Services to any Beneficiary (a) that are not scheduled by Geoffrey Connor or (b) if the Facility's capacity to offer such Covered Service is limited as determined by the Facility's approved procedures.

B. Beneficiary or Approved Beneficiary means Jefferson CGMHS residents who are approved for coverage by Jefferson CGMHS, as evidenced by their inclusion on the CGMHS's Approved Beneficiary List. CGMHS shall maintain the Approved Beneficiary List and provide Facility with electronic access to all applicable Approved Beneficiaries Lists. If electronic access is not available, CGMHS shall provide information on Approved Beneficiaries as scheduled. The list shall include first, middle and last names, address, date of birth, sex, social security number and effective and termination dates of each Approved Beneficiary scheduled for surgery at Facility.

3. Reimbursement

Facility hereby agrees to accept as payment in full for all Covered Services rendered to CGMHS patients scheduled by Geoffrey Connor and approved for surgical services at Facility by CGMHS.

For Covered Services rendered to Covered Persons listed above, Facility agrees to accept as payment in full from CGMHS the rates listed below or Facility's billed charges, whichever is less.

Covered services means the benefits and services, goods, equipment and supplies specified by this agreement to include ambulatory surgical services, anesthesia services, pathology and laboratory services to which Beneficiaries are entitled in accordance with the terms and conditions thereof.

Comprehensive Surgical Rate: 165% Current Year Wage Adjusted CMS Rate

Multiple Sx Reduction: CMS Standard: 100%/50%/ 50%/ 50%/50%50%/50%/50%

Rate as defined above is specific to the Technical Component of the Surgery, Implants used in the surgery, Anesthesia Services, Radiology Services, Pathology Services and Laboratory Services. Any other fees including the surgeon(s) professional fee will be billed and compensated separately.

Facility shall submit itemized invoices to CGMHS monthly. All payments will be received Facility from CGMHS within sixty (60) days of the receipt of an invoice for a clean claim in Facility. A clean claim is defined in the Medicare Manual, Section 80.2. If payment is not received within 60 days of invoice, CGMHS will be assessed a penalty interest fee, to begin accruing on the 61st day after the invoice is received by CGMHS, based on CMS guidelines for penalty pay as referred to in USC Title 41, Public Contracts §7109. Interest.

CGMHS will not withhold payment for services in anticipation of a potential third party reimbursement (such as and not limited to Medicare, Medicaid, or commercial insurance) for eligible patients and facility agrees to refund any payments received by a third party to CGMHS within sixty days of receipt of payment, without a request for refund by CGMHS. Notwithstanding, any patient with third party coverage in place, shall not be deemed eligible beneficiary and Facility will have the option to accept or deny services as per their usual policy.

Recoupments/ Offsets. Facility will refund to CGMHS any such payment in excess of the amount actually owed within sixty (60) days

of receipt by Facility of notice of such overpayment. If Facility disputes the refund request, a written explanation of the dispute by facility shall be submitted to CGMHS to the contact person and address contained herein, within sixty (60) days. If the dispute is not resolved, the most senior officer or each entity, or their designee, shall mediate a resolution, and if necessary these two individuals shall select third party, mutually agreeable to both, to resolve the dispute. The decision of the third party shall be final. Requests for refunds by CGMHS must be made to Facility within sixty (60) months from date of payment or such refund may not be collected.

Contract Limitations Amounts paid by CGMHS in aggregate to Facility for services rendered over the three year term of the contract shall not exceed \$1,000,000.

4. Access to Medical Records

Upon a reasonable written advance notice and subject to any required patient consent and during regular business hours, Facility shall allow CGMHS to review and duplicate any records maintained pursuant to this Agreement but only if such review is necessary for fiscal audit of this Agreement or medical audit, medical review, utilization review or other similar process regarding the Covered Services provided to Beneficiaries pursuant to this Agreement. Facility shall also make CGMHS records available to applicable state and federal authorities and their agents involved in assessing the quality of care provided to Beneficiaries pursuant to this Agreement or investigating Beneficiary complaints. Upon request, Facility shall assist in any such audit or review. If Facility carries out any of their duties under this Agreement through an agreement with an individual or organization related to them, Facility shall include in such agreement a requirement that such related party shall comply with this same requirement. The parties agree that such access to patient medical records shall be subject to Facility policies and procedures related to access to medical records and CGMHS agrees to reimburse Facility for any records duplicated for CGMHS or any CGMHS agency in accordance with the provisions of this agreement.

5. Beneficiary Referral Process and Authorization of Covered Services

Prior to a CGMHS Beneficiary referral to a Facility for Covered Services, the parties shall make best efforts to provide or obtain an authorization for Covered Services prospectively. However, Covered Services will be authorized retrospectively when it is not feasible for the parties to secure referral and authorization prior to the provision of Covered Services or the CGMHS fails to respond to requests for authorization in a timely manner. Facility agrees to accept scheduling of patient procedures at CGMHS's request prior to the receipt of an authorization, provided the authorization must be received within twenty-four hours from the time of referral and or scheduling request. If an authorization is not received timely, then Facility may cancel such procedure at its discretion. Notwithstanding the foregoing, if the procedures are not cancelled then CGMHS agrees to issue a retrospective authorization for payment for such service rendered. CGMHS also agrees to issue a retrospective authorization if Facility renders Covered Services to a Beneficiary without being aware at the point of service that the patient is a Beneficiary. Such authorizations shall be communicated via e-mail or fax in a timely manner. Facility may request an authorization via e-mail, phone or fax and CGMHS shall respond to such authorization requests in timely manner. The Service Authorization Form with unique treatment authorization Control Number from CGMHS to Facility shall include the Beneficiary demographics, including but not limited to the patient's full name, date of birth, social security number, sponsorship status and date or date range of the Covered Services authorized. Once a date range of Covered Services is authorized, CGMHS will remain responsible for payment of those services even if the Beneficiary subsequently becomes unapproved for eligibility during the course of authorized Covered Services.

6 Facility's Tax I.D., NPI, and Billing Office Information

Facility's tax identification number is 63-0984076, and the billing office contact and phone number is Dare Meeks with telephone number 205-933-0335. The office is located in the CGMHS of Jefferson.

7. Billing Address

All medical claims for services to the Beneficiary under this Agreement are to be forwarded to the address on the Beneficiary's CGMHS ID card or address as listed:

William Smith
Cooper Green Mercy Health Services-Finance
1515 6th Avenue South
Birmingham, AL 35233

8. Hold Harmless

Facility hereby agrees that in no event, including, without limitation, non-payment by MHS, CGMHS's insolvency or breach of this Agreement, shall Facility bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against Beneficiary or persons other than CGMHS acting on his/her behalf for Covered Services provided pursuant to this Agreement. This provision shall not prohibit collection from Beneficiary for any non-covered service or deductibles, co-insurance, co-payments or other Beneficiary cost-share amounts in accordance with the terms of Beneficiary's health benefits contract and this Agreement.

Facility further agrees that: (i) this provision shall survive the termination or expiration of this Agreement regardless of the cause giving rise to the termination or expiration and shall be construed to be for the benefit of Beneficiary; (ii) this provision supersedes any oral or written contrary agreement now existing or hereafter entered into between Facility and Beneficiary or persons acting on his/her behalf;

and (iii) this provision shall apply to all subcontractors and/or independent contractors of Facility providing medical services under this Agreement.

9. Not a Participating Facility

Facility agrees that, other than for services to be provided to Beneficiary, Facility is not a participating Facility in CGMHS's networks by way of this Agreement.

10. Applicability of this Agreement

The parties understand and agree this is a one-time agreement for services to Beneficiary and does not have any effect upon, or apply in any way to, any other agreements that CGMHS and Facility may be parties to now or in the future.

11. Term and Termination

This Agreement shall be effective for a three year period, effective on January 1, 2015 and expiring on December 31, 2017. The Agreement may be renewed by written approval of both parties.

The terms of this Agreement shall apply to Covered Services that are rendered on or after the effective date of this Agreement.

Either party reserves the right to terminate this agreement upon 30 days written notice with or without cause except that such termination shall be effective the last day of any month.

12. Responsibilities of Facility

A. Facility shall provide Covered Services to Beneficiaries in the same manner as those services are provided to all other patients. Facility shall not discriminate against any Beneficiaries in the provision of Covered Services.

B. Facility represents to CGMHS that at the time this Agreement is entered into, Facility possesses all licenses required by law to operate as an Ambulatory Surgical Center in the State of Alabama; Facility has been certified as meeting the Conditions of Participation for the Medicare program (Title XVIII of the Social Security Act of 1982, as amended); and that Facility is accredited by the Accreditation Association for Ambulatory Health Care (AAAHC). Facility will maintain in good standing all such licenses, certifications and accreditations during such period of time as this Agreement is in effect and CGMHS reserves the right to terminate this Agreement immediately upon notice in writing to Facility if Facility fails to do so. Upon request, Facility agrees to furnish CGMHS with successive copies of AAAHC certificates when such copies are received by Facility.

C. Facility agrees to update and submit to CGMHS, upon request, verification of physicians on staff with clinical privileges at Facility who will provide care to CGMHS beneficiaries.

D. Subject to compliance with this Agreement, Facility shall maintain for at least five (5) years, or longer periods required by law, all records relating Covered Services and shall make such records available for inspection and audit upon reasonable prior notice by CGMHS, the applicable payer or governmental authorities having jurisdiction. Such access to records shall continue for a period of five (5) years following termination or expiration of this agreement.

E. Upon written request and subject to any required patient consent, Facility agrees to transfer a copy of the medical records of any Beneficiary as requested by a person or entity entitled to access such records under HIPAA, subject to prepayment of the maximum charge set forth in section 12-21-6.1 of the Code of Alabama, which currently states that reasonable costs of reproducing copies of written or typed documents, or report shall not be more than one dollar (\$1.00) for each page of the first 25 pages, not more than 50 cents (\$.50) for each page in excess of 25 pages, and a search fee of five dollars (\$5.00). If the medical records are mailed to the person making the request, reasonable costs shall include the actual cost of mailing the medical records. Neither party would provide records generated by the other party to a third party. Requestor must request directly from generating facility.

F. Facility shall make best efforts to immediately notify CGMHS of any sanctions or exclusions by any governmental agency against any individual or entity that provides services to Beneficiaries under this Agreement. Failure to comply with this provision could result in forfeiture of any and all monies due for services provided by above referenced individual or entity from the date of the sanction/exclusion forward.

13. Responsibilities of CGMHS

A. CGMHS agrees to guarantee payment to Facility for all Covered Services provided to Beneficiaries in accordance with the provisions of this Agreement.

B. CGMHS agrees to guarantee payment to Facility for all Covered Services provided to Beneficiaries that were not authorized by CGMHS, if Facility can show that, at the time the patient was treated, the Facility took reasonable steps to comply with the requirements of section 5 of this Agreement.

14. Marketing, Advertising and Publicity

None of the parties shall use either of the party's names, symbols, trademarks, or service marks in advertising or promotional materials or otherwise without prior written notice from that party.

15. Liability and Insurance

A. Facility shall only have a patient relationship with all Beneficiaries receiving Covered Services. CGMHS and Facility are each

independent entities. Nothing in this Agreement shall be construed or be deemed to create a relationship of employee and employer or principal and agent or any relationship other than that of independent parties working with each other solely for the purpose of carrying out the provisions of this Agreement.

B Facility and CGMHS at their sole expense, agree to maintain adequate insurance, or, in lieu of purchasing such coverage, Facility and CGMHS shall be self-insured for professional liability and comprehensive general liability, and such other insurance, as shall be reasonably adequate to insure Facility and CGMHS and their respective employees against any event or loss which may impair the ability of Facility and CGMHS to fulfill their obligations as outlined in this Agreement.

16. General Provisions

A. Scope of Agreement; Governing Law; Amendment; Waiver.

This Agreement contains the entire Agreement between CGMHS and Facility with respect to the subject matter hereof. It shall be construed and governed in accordance with the laws of the State of Alabama. This Agreement may not be modified or amended except by mutual consent in writing by the duly authorized representatives of CGMHS and Facility. Waiver or breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or a different provision.

B. Assignment and Subcontracting.

No assignment or subcontracting of the rights, duties, or obligations of this Agreement shall be made by any party without the express written approval of a duly authorized representative of the other parties.

C. Confidential Records/Maintenance

CGMHS and Facility agree to keep confidential and to take all reasonable precautions to prevent the unauthorized disclosure of any and all records of the other party required to be prepared and/or maintained by this Agreement.

D. Non-Discrimination

CGMHS is strongly committed to equal opportunity and it encourages contractors to share this commitment. The Facility agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate against any person otherwise qualified solely because of race, creed, sex, national origin, or disability.

E. Statement of Compliance with Alabama Code Section 31-13-9.

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

17. Notices

Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing, postage prepaid, and shall be sent by certified mail, return receipt requested, to CGMHS and to Facility at the addresses below:

CGMHS: Cooper Green Mercy Health Services-Finance
1515 6th Avenue South
Birmingham, AL 35233

Facility: Outpatient Care Center
2720 University Boulevard
Birmingham, Alabama 35233

18. Authorization

Section 11 of this Agreement notwithstanding, this Agreement shall not be effective or binding on the parties hereto until executed by the properly authorized representatives of CGMHS and Facility. CGMHS and Facility each represents and warrants to the other parties that if necessary this Agreement has been properly approved by the governing board or body of the respective organization.

19. Title Not to Affect Interpretation.

The paragraph and subparagraph headings in the Agreement are for convenience only, and they form no part of this Agreement and shall not affect its interpretation.

20. Health Insurance Portability and Accountability Act.

Regardless of any contrary provision(s) hereof, this Agreement may be amended in writing by Facility or CGMHS as reasonably required for compliance with the applicable provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (referred to in this Section as "HIPAA"), with any and all applicable regulations issued in any form under HIPAA, and with any amendment(s) to HIPAA and/or said regulations. Facility or CGMHS promptly shall provide the other parties a copy of an amendment made pursuant to this Section, and said amendment shall be effective as of the dates specified therein, or if no such date is specified, as of the date required for compliance with both HIPAA and the regulations referred to above in this Section.

21. Insurance.

The parties to this Agreement agree that each is an independent entity and each shall bear the risk of loss or liability occasioned by the acts or omissions of their respective employees, agents, representatives, and/or assigns. Each party further agrees to maintain in force during the term of this Agreement insurance or self insurance coverage insuring against losses and liabilities occasioned by the acts or omissions of their respective employees, agents, representatives, and/or assigns.

22. Insurance and Indemnification.

Neither Facility nor CGMHS nor any of their respective officers, employees or agents shall be liable to third parties for any act or omission of the other party, their officers, employees or agents. Each party agrees to indemnify and hold the other party and its officers, employees and agents, harmless from and against any claim, loss, damage or expense including reasonable attorney's fees for which such other party becomes liable due to the acts or omissions of the other through the performance of this Agreement.

By affixing your signature below, Facility and CGMHS hereby agree to the terms and conditions set forth above.

Facility:

Jefferson County, Alabama

_____, Administrator

James A. Stephens, President - Jefferson County Commission

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

Feb-5-2015-104

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Business Associate Agreement between Jefferson County, Alabama, d/b/a Cooper Green Mercy Health Systems and Outpatient Care Center/Surgical Care for compliance with the Health Insurance Portability and Accountability Act of 1966 and the Health Information Technology for Economic and Clinical Health Act, Title XIII and the Health Information Technology for Economic & Clinical Health Act (HITECH).

OUTPATIENT SURGERY CENTER
BUSINESS ASSOCIATE AGREEMENT

This BUSINESS ASSOCIATE AGREEMENT ("Agreement") is entered into effective the 1st day of December, 2014 by and between Jefferson County, Alabama ("CGMHS") and Outpatient Care Center, (Facility)

RECITALS

A. CGMHS is a Covered Entity as defined under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and is therefore subject to HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH"), enacted as part of the American Recovery and Reinvestment Act of 2009, and the privacy standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160 and 164, subparts A and E ("Privacy Rule"), the security standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160, 162, and 164, subpart C ("Security Rule"), and the breach notification standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. Subpart D ("Breach Notification Standards") collectively, HIPAA, HITECH, the Privacy Rule, Security Rule and Breach Notification standards shall be referred to herein as the "HIPAA Regulations").

B. Protected Health Information received from CGMHS or created or received by Facility on behalf of CGMHS ("PHI") may be needed for Facility to perform the services (the Services") requested by CGMHS and described in any underlying agreement between the parties (the "Underlying Agreement").

C. To the extent Facility needs to access PHI to perform the Services, it will be acting as Business Associate of CGMHS and will be subject to certain provisions of the HIPAA Regulations.

D. Facility and CGMHS wish to set forth their understandings with regard to the use and disclosure of PHI by Facility so as to comply with the HIPAA Regulations.

AGREEMENTS

In consideration of the Recitals and the mutual agreements below, the parties agree as follows:

- 1) Defined Terms. Capitalized terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the HIPAA Regulations.
- 2) Facility's Obligations and Permitted Activities.
 - (a) Facility agrees to not use or further disclose PHI other than as required to perform the Services, requested by CGMHS or Required By Law, or as otherwise permitted herein.
 - (b) Facility agrees to use reasonable safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement, and shall develop, implement, maintain and use appropriate administrative procedures, and physical and technical safeguards, to reasonably

reserve and protect the confidentiality, integrity and availability of electronic PHI.

(c) Facility agrees to report to CGMHS, without unreasonable delay and in no case later than five (5) business days following actual knowledge by Facility:

(i) Any use or disclosure of PHI not provided for by this Agreement.

(ii) Any Security Incident of which Facility becomes aware; provided, however, that the parties acknowledge and agree that this section constitutes notice by Facility to GMHS of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents of which no additional notice to CGMHS shall be required. Unsuccessful Security Incidents shall include, but not be limited to, pings and other broadcast attacks on Facility's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as such incidents do not result in unauthorized access, use or disclosure of GMHS's electronic PHI.

(iii) Any Breach of Unsecured PHI, as defined in 45 CFR 164.402. Following the initial notification of any such Breach, Facility shall provide a report to CGMHS that includes, to the extent possible: [A] a brief description of what happened, including the date of occurrence and the date of the discovery by Facility; [B] a description of the PHI affected, including the names of any Individuals whose PHI has been or is reasonably believed to have been accessed, acquired or disclosed and the types of PHI involved (such as full name, social security number, date of birth, home address, account numbers, etc.); and [C] a brief description of what Facility has done to investigate the Breach, to mitigate harm to Individuals, and to protect against any further Breaches. Facility also shall provide to CGMHS any other available information CGMHS is required to include in its notification to affected Individual(s).

(d) Facility agrees to ensure that any agent or subcontractor to whom it provides PHI agrees to the same or substantially similar restrictions and conditions as those that apply to Facility through this Agreement with respect to such PHI.

(e) Facility shall make its internal policies, procedures and records relating to the use and disclosure of PHI reasonably available to the Secretary or to CGMHS if necessary or required to assess Facility's or the CGMHS's compliance with the HIPAA Regulations.

(f) It is not anticipated that Facility will maintain a Designated Record Set on behalf of CGMHS; however, if Facility maintains a Designated Record Set on behalf of GMHS, Facility agrees to, at CGMHS's written request: (i) provide access to such PHI in order assist CGMHS in meeting its obligations under the Privacy Rule, and (ii) make any amendment(s) to such PHI as CGMHS so directs or agrees to pursuant to the Privacy Rule.

(g) So that CGMHS may meet its disclosure accounting obligations under the HIPAA Regulations, Facility agrees to document disclosures of PHI made by Facility which are not excepted from disclosure accounting requirements under the HIPAA Regulations.

(h) Facility may use PHI for Facility's proper management and administration or to carry out its legal responsibilities. Facility may disclose PHI for Facility's proper management and administration, provided that: (i) Facility obtains reasonable assurances from the person to whom PHI is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person; and (ii) the person notifies Facility of any instances of which it is aware in which the confidentiality of PHI as been breached. Facility also may make disclosures that are required by Law.

(i) Facility may use PHI to provide Data Aggregation services to CGMHS as permitted by the Privacy Rule.

(j) Facility may, at its option:

(i) De-identify PHI in accordance with the requirements of the Privacy Rule and maintain such deidentified health information indefinitely; provided that all identifiers are destroyed or returned in accordance with this Agreement.

(ii) Create a Limited Data Set for the purpose of providing the Services, provided that Facility:

[a] Does not use or further disclose PHI contained in the Limited Data Set except as necessary to provide the Services or as provided for in this Agreement or otherwise Required By Law;

[b] Uses appropriate safeguards to prevent the use or disclosure of PHI contained in the Limited Data Set other than as provided for by this Agreement;

[c] Reports to CGMHS any use or disclosure of PHI contained in the Limited Data Set of which Facility becomes aware that is not provided for by this agreement;

[d] Ensures that any agents or subcontractors to whom it provides access to the Limited Data Set agree to the same restrictions and conditions that apply to Facility under this Agreement; and

[e] Does not re-identify PHI or contact the Individuals whose information is contained within the Limited Data Set.

3. CGMHS's Obligations.

(a) CGMHS shall not request Facility to use or disclose PHI in any manner that would not be permissible under the Privacy Rule or the Security Rule if done by CGMHS.

(b) CGMHS shall not provide Facility with more PHI than that which is minimally necessary for Facility to provide the Services and, where possible, CGMHS shall provide any PHI needed by Facility to perform the Services in the form of a Limited Data Set, in accordance with the HIPAA Regulations.

(c) CGMHS shall clearly and conspicuously designate all PHI as such before providing it to Facility.

(d) CGMHS acknowledges and agrees that neither this Agreement nor the underlying Agreement requires Facility to make any disclosure for which an accounting would be required under the HIPAA Regulations. CGMHS further agrees that it shall be solely responsible for tracking and providing Individuals an accounting of any disclosures made by GMHS to Facility.

(e) CGMHS acknowledges and agrees that the provisions of section 2(j)(ii) of this Agreement shall constitute a Data Use Agreement between the parties.

4. Term and Termination.

(a) Term. This Agreement shall be effective as of the date first written above, and shall terminate when all PHI is destroyed or returned to CGMHS. If Facility determines, in accordance with subsection 4(c) (ii) below, that it is infeasible to return or destroy PHI, the protections of this Agreement with respect to such PHI shall remain in effect until such PHI is returned or destroyed.

(b) Termination. Upon CGMHS's knowledge of a material breach by Facility, GMHS shall either:

(i) Provide an opportunity for Facility to cure the breach or end the violation and terminate this Agreement if Facility does not cure the breach or end the violation within the time specified by CGMHS; or

(ii) Immediately terminate this Agreement if Facility has breached a material term of this Agreement and cure is not possible.

(c) Subcontractor Agreement Termination. Facility shall ensure that it maintains for itself the termination rights in this Section in any agreement it enters into with a subcontractor pursuant to Section 2(d) herein.

(d) Effect of Termination.

(i) Except as otherwise provided in subsection 4(d)(ii) below, upon termination of this Agreement for any reason, Facility shall return or destroy all PHI. This provision shall also apply to PHI that is in the possession of subcontractors or agents of Facility.

(ii) If Facility determines that returning or destroying any or all PHI is infeasible, the protections of this Agreement shall continue to apply to such PHI, and Facility shall limit further uses and disclosures of PHI to those purposes that make the return or destruction infeasible, for so long as Facility maintains such PHI. CGMHS hereby acknowledges and agrees that infeasibility includes Facility's need to retain PHI for purposes of complying with its work product documentation standards.

5. Miscellaneous.

(a) Regulatory References. A reference in this Agreement to a section in the HIPAA Regulations means the section as in effect or as amended, and for which compliance is required.

(b) Amendment. Upon the effective date of any final regulation or amendment to the HIPAA Regulations, this Agreement shall be deemed automatically amended so that the obligations it imposes on the parties remain in compliance with such regulations. Following amendment of the Agreement in this manner, the parties shall, as necessary, work together to clarify their respective obligations with respect to any new requirements under the modified HIPAA Regulations.

(c) Independent Contractors. Facility and CGMHS are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between Facility and CGMHS. Neither Facility nor CGMHS will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent, except as otherwise expressly provided in this Agreement.

(d) Conflicts. In the event that any terms of this Agreement are inconsistent with the terms of the Underlying Agreement, then the terms of this Agreement shall control.

(e) Entire Agreement. This Agreement shall constitute the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties hereto relating to such subject matter.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

Outpatient Care Center

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President - Jefferson County Commission

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

Feb-5-2015-105

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and Chem-Aqua to provide water treatment, chemicals, equipment for boilers, cooling towers, condensers and associated circulation equipment for HVAC systems for a period of three (3) years beginning upon approval the amount of \$49,311 annually.

PROFESSIONAL SERVICES CONTRACT

Mechanical HVAC Water Treatment

THIS AGREEMENT entered into this day of , by and between Jefferson County, Alabama, hereinafter called "the County", and Chem-Aqua, hereinafter called "the Contractor". The effective date of this agreement shall be the date executed by the County.

WHEREAS, the County desires to contract for Mechanical HVAC Water Treatment; and

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

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

1. **ENGAGEMENT OF CONTRACTOR:** The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. **SCOPE OF SERVICES:** This Contract results from Jefferson County's Request for Proposal No. 1-15 dated October 15, 2014 , the terms of which are included herein by reference. The Contractor shall perform all necessary professional services provided under this Contract as required by County. The Contractor shall do, perform, and carry out in a satisfactory and proper professional manner the following:
 - Furnish water treatment, chemicals (including Declarer required to remove silica and other materials from condenser ref. tubes),
 - Required equipment and consulting service for operation of the boilers, water cooling towers, condensers and associated circulation systems for the heating and cooling equipment.
3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to render professional professional services to Jefferson County at any time after the effective date of this Contract. The completion date of services under this Contract, shall not exceed three (3) years. County may elect to add or delete facilities under this agreement on an as needed bases.
4. **COMPENSATION:** (See Exhibit A) \$49,311.00 a year
Payment net 30
5. **GOVERNING LAW/DISPUTE RESOLUTION:** The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, materials and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by the laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County Alabama, Birmingham Division.
6. **STATEMENT OF CONFIDENTIALITY:** Contractor agrees that any information accessed or gained in performance of those duties will be maintained in absolute confidence and will not be released, discussed, or made known to any party or parties for any reason whatsoever, except as required in the conduct of duties required, or where disclosure is required by law or mandated by a court of law.
7. **INDEPENDENT CONTRACTOR:** The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for Workmen's Compensation, FICA taxes, Occupational Taxes, all applicable federal, state and local taxes, etc. and that the County will not be obligated for same under this contract.
8. **NON-DISCRIMINATION POLICY:** The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status. The Contractor will ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability or veteran status. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
9. **MISCELLANEOUS REQUIREMENTS:** Upon execution of this contract, the Contractor shall furnish the Jefferson County Finance Department with information required for Form 1099 reporting and other pertinent data required by law.
10. **TERMINATION OF CONTRACT:** This contract may be terminated by the County with a thirty (30) day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the County shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the Contractor of any liability to the County for damages sustained by virtue of a breach by the Contractor.
11. **LIABILITY:** The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY. The Contractor will indemnify and hold harmless the COUNTY, its elected officials and its employees from claims, suit, action, damage and cost of every name and description resulting from the negligent performance of the Contractor, its agents, subcontractors or employees under this Contract.
12. **HOLD HARMLESS AND INDEMNIFICATION:** Contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed against or imposed upon County because of bodily injury, death or property damage, real or personal, including loss of use thereof arising out of or as a consequence of the breach of any duty

or obligations of the contracting party included in this agreement, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Integrator, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement, or arising out of Worker's Compensation claims, Unemployment Compensation claims, or Unemployment Disability compensation claims of employees of company and/or its subcontractors or claims under similar such laws or obligations. Company obligation under this Section shall not extend to any liability caused by the negligence of the County, or its employees. Before beginning work, contract party shall file with the County a certificate from his insurer showing the amounts of insurance carried and the risk covered thereby. Liability insurance coverage must be no less than \$1,000,000. During performance the company must effect and maintain insurance from a company licensed to do business in the State of Alabama. Coverage required includes 1) Comprehensive General Liability; 2) Comprehensive Automobile Liability; 3) Worker's Compensation and Employer's Liability.

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

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

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

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

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

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

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

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

Daniel L. Lunsford, Authorized Representative for Contractor
(Chem Aqua)

JEFFERSON COUNTY, ALABAMA:

James A. Stephens, President - Jefferson County Commission

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and MW/Davis Dumas & Associates, Inc. to provide engineering services for the design and development of construction documents for HVAC unit replacements for the Tom Gloor Building in the amount of \$34,000.

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into this January 1, 2015, by and between Jefferson County Commission, hereinafter called "the County, and MW/Davis Dumas & Associates, Inc. located at 2720 3rd Avenue South, Birmingham, Alabama 35233 hereinafter called "the Engineer."

WHEREAS, the County desires to contract for Engineering Services for the replacement of two HVAC units at the Jefferson County Sheriffs Headquarters Building (Tom Gloor building).

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

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

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

SCOPE OF SERVICES: Prepare and provide complete AIA construction contract documents/drawings and specifications for Division 23 HVAC and Division 26 Electrical, as required to meet State Bid laws for Public Works competitive bid procurement. Conduct pre-bid meeting, and re-construction meeting, bid evaluation and recommendations, develop AIA Owner/Contractor Agreement, review Contractor shop drawage and submittal data, site visits and final construction observation as necessary for the successful completion of the desired project.

TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The term of the contract is for twenty four months beginning January 1, 2015 through December 31, 2016 or project completion.

COMPENSATION: Engineering services to be performed on an hourly basis at rates listed per appendix "A" with a guaranteed maximum billing per said scope of work of thirty four thousand dollars (\$34,000.00). Payments due upon receipt.

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

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

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

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

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

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

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

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

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

between Jefferson County, Alabama and Alla, Inc. to assist in providing education and life changing information to deter drug addiction, homelessness, criminal activities and death to Alabama high school students 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, ALLA, Incorporated. ("ALLA, Inc.") applied for a grant of funds for \$1,000.00; and

WHEREAS, Alla, Inc. is a 501(c)(3) organization which seeks to provide drug prevention programs, educational opportunities to promote family, career and financial stability; and

WHEREAS, ALLA, Inc. meets the eligibility requirements of the Program; and

WHEREAS, Sandra Little Brown has recommended funding of \$1,000.00 to ALLA, Inc., 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, 2015.
2. The County shall pay to ALLA, Inc. a lump sum payment of \$1,000.00 upon execution of this agreement.
3. ALLA, Inc. shall use the public funds to assist in providing education and life changing information to deter drug addiction, homelessness, criminal activities and death to Alabama high school students.

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

4. ALLA, Inc., 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, 2015, whichever shall occur first.

5. ALLA, Inc., 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 ALLA, Inc., for a period of not less than three (3) years from termination of the fiscal year set out above.

6. ALLA, Inc., 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. ALLA, Inc., 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 ALLA, Inc., nor any of its officers, partners, owners, agents, representatives, employees or parties in interest in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee. In any manner whatsoever, to 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 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.

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

ALLA, Inc.

Sonya Mitchell, President

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

Feb-5-2015-108

WHEREAS, the Jefferson County Commission previously approved a resolution on July 24, 2014 in Minute Book 166, Page 510 authorizing an Agreement between Jefferson County, Alabama and Syms Contractors, Inc. for the Fairfield Willie Mays Park Improvements Project (CDBG12-03F-M01-FWM).

NOW, THEREFORE BE IT RESOLVED, by the Jefferson County Commission that the President is hereby authorized and directed to execute the Amendment to extend the contract period an additional 60 calendar days and increase the contract amount an additional Four Thousand Six Hundred Forty Nine and no/100 Dollars (\$4,649.00). The new completion date is March 23, 2015. This Agreement is from Program Year 2012 Federal funds.

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

Feb-5-2015-109

WHEREAS, Legal Services are required in support of Jefferson County's Community & Economic Development Programs; and

WHEREAS, the work covered by this Contract is being assisted under Title I of the Housing and Community Development Act of 1974, (P.L. 93-383) as amended, the HOME Investment Partnership Program under Title II of the Cranston-Gonzalez National Affordable Housing Act as amended (Title II, Publ. L. 101-625, originally approved November 28, 1990, 104 Stat. 4094-4128, 42 U.S.C. 12701-12839) and Title III of Division B of the Housing and Economic Recovery Act of 2008, funds obtained through the Economic Development Administration and other public and private grant funds and is subject to all applicable Federal Laws and regulations; and

WHEREAS, Jefferson County has issued a Request for Proposals for Legal Services; and

WHEREAS, Bradley Arant Boult Cummings LLP was selected through the Request for Proposals process.

NOW, THEREFORE, BE IT RESOLVED by the County Commission of Jefferson County, Alabama that the President of the County Commission is authorized and hereby directed to execute the Agreement between Jefferson County and Bradley Arant Boult Cummings LLP to perform said Legal Services in an amount not to exceed \$10,000.00 in support of Jefferson County's Community & Economic Development Programs.

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

Feb-5-2015-110

WHEREAS, Legal Services are required in support of Jefferson County's Community & Economic Development Programs; and

WHEREAS, the work covered by this Contract is being assisted under Title I of the Housing and Community Development Act of 1974, (P.L. 93-383) as amended, the HOME Investment Partnership Program under Title II of the Cranston-Gonzalez National Affordable Housing Act as amended (Title II, Publ. L. 101-625, originally approved November 28, 1990, 104 Stat. 4094-4128, 42 U.S.C. 12701-12839) and Title III of Division B of the Housing and Economic Recovery Act of 2008, funds obtained through the Economic Development Administration and other public and private grant funds and is subject to all applicable Federal Laws and regulations; and

WHEREAS, Jefferson County has issued a Request for Proposals for Legal Services; and

WHEREAS, The Law Office of Deborah Byrd Walker was selected through the Request for Proposals process.

NOW, THEREFORE, BE IT RESOLVED by the County Commission of Jefferson County, Alabama that the President of the County Commission is authorized and hereby directed to execute the Agreement between Jefferson County and The Law Office of Deborah Byrd Walker to perform said Legal Services in an amount not to exceed \$6,500.00 in support of Jefferson County's Community & Economic Development Programs.

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

Feb-5-2015-111

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the Rosedale Sidewalks Phase II Project (CDBG12-03L-M05-RS2), such bids having been opened on January 6, 2015 and listed as follows:

<u>Contractor</u>	<u>Total Bid</u>
Richard Sprouse Construction, Inc.	\$70,000.00
Coston General Contractors, Inc.	\$79,704.00
Syms General Contractors, Inc.	\$91,411.87

WHEREAS, after tabulation by Engineering Service Associates, Inc. and consideration by the Jefferson County Office of Community & Economic Development, it has been recommended that the contract be awarded to the lowest responsible bidder, Richard Sprouse Construction, Inc. for the bid amount of \$70,000.00.

NOW THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, be and he hereby is authorized, empowered and directed to award and execute an agreement for the construction of the Rosedale Sidewalks Phase II Project to Richard Sprouse Construction, Inc., for the bid amount of Seventy Thousand and no/100 Dollars (\$70,000.00). This project will be funded with federal Community Development Block Grant Funds. This project is from the Program Year 2012.

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

Feb-5-2015-112

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the Warrior Storm Shelter Project, such bids having been opened on January 9, 2015, and listed as follows:

<u>Contractor</u>	<u>Total Bid</u>
Battle Miller Construction Corporation	\$1,239,700.00
Syms Contractors Inc.	\$ 897,000.00

WHEREAS, after tabulation by Thompson Architecture, Inc. and consideration by the Jefferson County Office of Community & Economic Development, it has been recommended that the contract be awarded to the lowest responsible bidder, Syms Contractors Inc., for the bid amount of \$897,000.00.

NOW THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, be and he hereby is authorized, empowered and directed to award and execute an agreement for the construction of the Warrior Storm Shelter Project to Syms Contractors Inc., for the bid amount of Eight Hundred Ninety Seven Thousand and no/100 Dollars (\$897,000.00). This project will be funded with CDBG-DR federal funds. This project is from the Program Year 2013.

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

Feb-5-2015-113

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) has awarded to Jefferson County, Alabama Community Development Block Grant Disaster Recovery funds for the purpose of assisting recovery in the most impacted and distressed areas declared a major disaster in 2011 under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.). In order to receive said funds, Jefferson County had to submit to HUD a Substantial Amendment along with the Standard 424 Form, certifications, and citizens comments received during a 7-day comment period; and

WHEREAS, The Jefferson County Commission finds that said grants are vitally needed for providing assistance with unmet needs in the categories of owner occupied housing rehabilitation, home rebuilding and purchases, debris removal, demolition, public facilities, infrastructure, non-housing rehabilitation, economic development micro-loans, and planning in the affected areas; and

WHEREAS, The Jefferson County Office of Community & Economic Development had developed a list of proposed activities for the Proposed 2012 CDBG-DR One-Year Action Plan, based on the needs of the affected areas as addressed in a series of public hearings and

an assessment of the priority of those needs; and

WHEREAS, it is necessary to amend the activities to include home purchases and reallocate funds within activities.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission of Jefferson County, Alabama, that the Jefferson County Office of Community & Economic Development is authorized and hereby directed to amend the 2012 CDBG-DR; and

NOW, THEREFORE, BE IT FURTHER RESOLVED by the County Commission of Jefferson County, Alabama, that the President of the County Commission is authorized and hereby directed to submit to the U.S. Department of Housing and Urban Development the Amendment #2 to the 2012 CDBG-DR One-Year Action Plan.

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

Feb-5-2015-114

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) has awarded to Jefferson County, Alabama Community Development Block Grant Disaster Recovery funds for the purpose of assisting recovery in the most impacted and distressed areas declared a major disaster; and

WHEREAS, The Jefferson County Commission finds that said grants are vitally needed for providing assistance with unmet needs in the categories of owner occupied housing rehabilitation, home rebuilding and purchases, debris removal, demolition, public facilities, infrastructure, non-housing rehabilitation, economic development micro-loans, and planning in the affected areas.

WHEREAS, The Jefferson County Office of Community & Economic Development had developed a list of proposed activities for the Proposed 2013 CDBG-DR One-Year Action Plan, based on the needs of the affected areas as addressed in a series of public hearings and an assessment of the priority of those needs; and

WHEREAS, it is necessary to amend the activities to include home purchases and reallocate funds within activities.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission of Jefferson County, Alabama, that the Jefferson County Office of Community & Economic Development is authorized and hereby directed to amend the 2013 CDBG-DR; and

NOW, THEREFORE, BE IT FURTHER RESOLVED by the County Commission of Jefferson County, Alabama, that the President of the County Commission is authorized and hereby directed to submit to the U.S. Department of Housing and Urban Development the Amendment #1 to the 2013 CDBG-DR One-Year Action Plan.

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

Feb-5-2015-115

WHEREAS, Jefferson County serves as administrator for the EDA Revolving Loan Fund for the City of Birmingham; and

WHEREAS, on January 9, 2007, Cynthia Nation d/b/a Next Venture executed a mortgage with the City of Birmingham for \$58,200.00; and

WHEREAS, Cynthia Nation defaulted on said loan with an outstanding loan balance of \$27,000.79; and

WHEREAS, the first mortgagee subsequently foreclosed on said property; and

WHEREAS, the balance of proceeds from the sale to the junior lienholder is \$21,209.31 resulting in a principle balance of \$5,791.48.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the Finance Department is authorized to write off the remaining loan receivable balance of \$5,791.48 for Next Venture as uncollectible.

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

Feb-5-2015-116

WHEREAS, Jefferson County has received approval from the U. S. Environmental Protection Agency for \$260,600.00 for an EPA

project in the City of Brighton; and

WHEREAS, on September 26, 2013, Minute Book 165, Page 373, a Resolution was approved with Bessemer Utilities to install water lines in the form of in-kind services; and

WHEREAS, it is necessary to amend the Resolution to allow Bessemer Utilities to purchase the materials for the water system improvements specified in the agreement for an amount up to \$232,163.00.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the agreement with Bessemer Utilities is amended to allow reimbursement for the materials to be purchased for the project.

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

Feb-5-2015-117

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized and is hereby empowered to execute this agreement between Jefferson County, Alabama, by and through the Office of Senior Citizens Services (hereinafter referred to as the grantee) and the Alabama Department of Senior Services for the local implementation of the Medicare Improvements for Patients and Providers (MIPPA) Grant (#14AAALMAAA, #14AAALMADR). All funding comes from the MIPPA Federal Grant (CFDA #93.071).

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

Feb-5-2015-118

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized and is hereby empowered to execute a Memorandum of Understanding (MOU) between Jefferson County, Alabama, by and through the Office of Senior Citizen Services and the Alabama Department of Senior Services (ADSS) to enhance the Food Assistance outreach efforts to those individuals 60 and over who remain undeserved in Alabama and to reimburse OSCS for approved applications.

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

Feb-5-2015-119

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of Royce Matthews to fill the unexpired term of Sam Bush on the Mount Olive Community Center Board of Directors for the term expiring in April, 2018, be and hereby is approved.

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

Feb-5-2015-120

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and AECOM Technical Services, Inc. to provide for the design, environmental and construction plans for the bridge replacement on Springdale Road over Five Mile Creek in the amount of \$206,138.

AGREEMENT FOR ENGINEERING SERVICES

This Agreement made this _____ day of _____, 2015, by and between Jefferson County in the State of Alabama (hereinafter referred to as the COUNTY), and AECOM Technical Services, Inc. (hereinafter referred to as the CONSULTANT).

WHEREAS, CONSULTANT shall provide all professional services necessary for the design and production of approach roadway

and bridge plans for the bridge replacement on Springdale Road over Five Mile Creek 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, STATE and Federal Highway Administration and prepared in accordance for requirements for the Alabama Transportation Rehabilitation and Improvement Program (ATRIP) projects, including all required documentation, reports and approvals.

ARTICLE I – SCOPE OF WORK

The CONSULTANT will prepare the required documents and secure design approval, prepare roadway approach and bridge plans for the bridge replacement and approaches on Springdale Road over Five Mile Creek in Jefferson County. The work to be performed by the CONSULTANT will include engineering, development/updating all roadway plan sheets, develop/updating of all bridge plan sheets, prepare and submit bridge hydraulic analysis to ALDOT for review and approval, required ATRIP paperwork (excluding the documents specifically named in Article II), field work and preparation of the geotechnical report and foundation recommendations and preparation of the Environmental Document as follows:

SECTION 1 – CORRIDOR STUDY

- A. Prepare all permitting submittals for handling by the COUNTY, including Storm Water Permit, Coast Guard Permit and 404 Individual Permit for the Corps of Engineers.
- B. Make site visits as necessary to become familiar with field conditions encountered within the construction limits of the project.
- C. Attend meetings requested by the COUNTY.
- D. Prepare minutes of all meetings attended by the CONSULTANT.
- E. Prepare and submit hydraulic analysis for approval under the ATRIP Program.
- F. Obtain and study STATE supplied Maps.
- G. Consult with various agencies and ascertain their requirements.
- H. Perform field work and prepare geotechnical and foundation recommendations associated with proposed bridge structure..
- I. Prepare required Environmental Document; early coordination will be handled through ALDOT..
- J. Coordinate with ALDOT to obtain Hazmat Clearance Letter.
- K. Coordinate hydraulic site inspection; prepare required documentation.
- L. Prepare a wetland/stream survey as required by Environmental Document.
- M. Be responsible for the contract administration, management, inspection and coordination of their sub-consultants or sub-consultants' work.

SECTION 2 – APPROACH ROADWAY PLANS

The CONSULTANT will perform the following as applicable:

- A. The development of the plans will follow the procedure as shown in the STATE's "Guide for Developing Construction Plans" and "Guidelines For Operations."
- B. Study available traffic data to be furnished by the STATE, and reaffirm Design Criteria consistent with the policies of the STATE, and of criteria established during the Corridor Studies.
- C. The CONSULTANT will review/update hydraulic designs and supporting calculations according to approved chapters of the STATE Hydraulic Manual or, in the absence of direction in the STATE Hydraulic Manual, then in conformity with provisions of the Federal Highway Administration (FHWA) Hydraulic Circulars or as instructed by the COUNTY.
- D. The CONSULTANT will, without compromising safety, select the hydraulic design that is most cost effective from a selection of practicable design alternatives. Designs will comply with the requirements of the STATE, COUNTY and the FHWA.
- E. The CONSULTANT, in the development of the designs, will conduct investigations to ensure that the geometric design of pavements, if feasible, is such that the drainage capacity of the pavement is not exceeded in such a way as to create unreasonable hazardous water-film depths for hydroplaning to occur. The latest and most comprehensive technology in existence from FHWA will be used to design, analyze and correct pavement drainage deficiencies in an effort to preclude or minimize high hydroplane potential situations. Particular attention will

be given to transition sections and sags of all vertical curves.

F. Edge of Pavement Profiles with true elevations will be shown in the plans for all horizontal curve transitions and sage vertical curves where curb and gutter sections and/or a paved island is used.

G. The CONSULTANT will prepare topographic quad maps showing drainage outfalls and other pertinent project data as required by ADEM for the application of a storm water permit. The CONSULTANT will prepare an erosion control and sedimentation prevention plan including devices and/or designs for structural controls that conform with pending ADEM publication of BMP's (Best Management Practices). The CONSULTANT will prepare an erosion control and sedimentation prevention plan including devices and or design for structural controls that conform to AASHTO's Highway Drainage Guidelines, Volume IV, Guidelines for Erosion and Sediment Control in highway Drainage Construction (2007) and to the Alabama Soil and Water Conservation Committee's Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas, June 2003(revised 1-06).

H. Each project Plan Assembly will include title, summary of quantities, typical section, drainage section, plan and profile, paving layout, earthwork cross-section, erosion control and sedimentation prevention, and all other sheets required for receipt of bids by the STATE for all work including grading, drainage, base, paving, striping, and signing and signalization. Drainage structure information will be placed on the plans according to Chapter 2 of the STATE Hydraulic Manual, unless otherwise specified. The plans will show all existing topographical features, natural and man-made, surface and subsurface facilities, for the area included in the proposed right-of-way and an area of at least 50 ft in width adjacent to the proposed right-of-way. The contract plans will be completed in detail for all construction, in accordance with the STATE design policies and practices in effect at the time of the final plan submittal. Basic computations will be made for alignment and for layout of intersections.

I. Prepare designs and detailed contract plans at a horizontal scale of 1"=50' and vertical scale of 1"=5', or as otherwise approved by the STATE, completely dimensioned for roadway construction, together with drainage and intersection layouts. Special drawings of complicated intersections may be prepared at scales other than those above, as approved by the STATE.

J. Arrangements will be made by the COUNTY with any affected utility owner to prepare plans for any utility relocations. Following the final plan approval, the CONSULTANT will provide utility base sheets to the COUNTY showing existing utilities for COUNTY's use and coordination with the utility companies. The finalized Utility Base Sheets will be a part of the respective final plan assemblies.

K. The applicable provisions of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2012 Edition, (or latest succeeding standard specifications issued by the STATE prior to the time of final plan submittal) will apply to all work performed by the CONSULTANT under this AGREEMENT. The CONSULTANT will prepare supplemental specifications and special provisions for approval of the STATE of any needed items not covered by the aforementioned Standard Specifications.

L. Prepare estimates of quantities and construction costs for each set of contract plans, itemized and properly symbolized in accordance with the Standard Specifications above noted, using unit prices as supplied or approved by the STATE on projects of comparable work in the general area of the project, if available. Upon completion of the plans, copies of the Quantity Computations will be furnished to the COUNTY.

M. Preliminary detailed contract plans and estimates for each construction project shall be submitted to the COUNTY before the final tracings are completed. The CONSULTANT will prepare Traffic Control Plans for Handling Traffic During Construction and a Sequence of Construction will be prepared for each set of contract plans.

N. The CONSULTANT will coordinate these plans with existing and proposed plans of the COUNTY.

O. The CONSULTANT will prepare plans using size and weight of pens as indicated in ALDOT's CADD User's Guide that will facilitate the STATE development of one-half (1/2) size drawings. CADD File Names and level structure shall be in accordance with ALDOT CADD User's Guide. All Electronic Design Information (alignments, DTM's, Templates, etc.) shall be InRoads or InXpress format. A true model of the design surface shall be created so cross sections can be accurately annotated or a slope stake report can be created and placed in the plans. Alignment coordinates used in the Location and Design process shall also be shown in the plans.

P. Following the final plan approval, the CONSULTANT will make appropriate revisions to plans, then submit a set of reproducible Mylars of plans along with the corresponding CADD Utility files, for us of the STATE in obtaining utility relocation information. All CADD files shall be graphic files submitted in .DGN format compatible with newest version of Bentley Microstation Software.

Q. The CONSULTANT, at each review stage, and at the completion of the project, will supply all CADD files, and related files, on Compact Disk(CD) with an electronic document listing the contents of each file. The CADD files are required to be completely compatible with the Department's current production versions of CADD software, Bentley's Microstation V8I-SS2 and InRoads(2004 Version 8.5-V8i-SS2) or newer versions of these software packages. Deliverables to the COUNTY will include all Microstation and Inroads Files.

SECTION 3 – BRIDGE PLANS

The CONSULTANT will perform the following as applicable:

BRIDGE PRELIMINARY PLANS

A. Type, Size and Location Drawings (TS&L's) for each bridge will be furnished to establish the general design features of each structure.

- B. Typical sections for the type design proposed will be shown for each structure.
- C. Minimum horizontal and vertical clearances will be shown for grade separation structures.
- D. The CONSULTANT will show hydraulic data and stream velocity (provided by the STATE) through the proposed bridge for each drainage structure.
- E. Prints will be furnished as necessary to the STATE for submittal to COUNTY or Federal agencies involved for review and approval.
- F. A "square foot" construction cost estimate for each structure will be provided.

BRIDGE FINAL PLANS

After approval of the preliminary plans by the lead agency plans will be provided to the STATE and FHWA, the CONSULTANTS will develop final plans based on the approved preliminary plans. Final plans will be developed in sufficient form and detail for the STATE to let a construction contract. The final design, detailed drawings and materials will meet the approval of the STATE and FHWA. The CONSULTANT may make maximum utilization of STATE standard drawings and plans of existing bridges where applicable, and the CONSULTANT will accomplish the following:

- A. Prepare supplemental specifications and special provisions for items not covered by the Standard Specifications, supplemental specifications of special provisions of the STATE.
- B. Prepare estimates of quantities and construction costs itemized and properly symbolized in accordance with the Standard Specifications for Highway Construction using unit prices furnished by the STATE.
- C. Preliminary detailed contract plans and estimates will be submitted to the lead agency and then to the STATE for review before final Mylars are complete.
- D. The contract plans will be completed in accordance with current design practices of the STATE in the preparation of Federal Aid Plans.
- E. The CONSULTANT will prepare plans using drafting techniques that will facilitate the STATE's development of one-half(1/2) scale drawings.
- F. The CONSULTANT will compute, and furnish to the STATE/CITY/COUNTY, the gutter lines, edges of parabolic crown and finished grade for each bridge deck in relationship with the profile grade for all horizontal curve transitions utilizing standard super-elevation of curves as outlined in the "State of Alabama Special & Standard Drawings" of the current year.
- G. The CONSULTANT will make an independent structural check of the bridge plans, including a check of design stress analysis and a check of detailing and drafting of completed plans. Competent personnel other than those performing the original design will make this independent check, detailing and drafting, but such personnel may be within the firm that performed the original design. The person(s) making the check will certify on the plans that the check was made.
- H. The CONSULTANT will, at the request of the STATE, correct any plan errors or omissions found in design, detailing or drafting before or after acceptance of final plans by the STATE.
- I. The CONSULTANT will submit final mylars, final calculations and a compact disc(CD) containing all digital files in MicroStation format.

ARTICLE II - OBLIGATION OF COUNTY TO CONSULTANT

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

- A. Provide all available reports, letters, design and any other data in connection with the work included in this AGREEMENT previously performed by or for the COUNTY including field survey data in Microstation .dgn format.
- 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.
- E. Provide a copy of applicable portions of the STATE Hydraulics Manual and "Guidelines For Operation".
- F. Provide Right-Of-Way and Utility estimates.
- G. Provide Right-Of-Way coordination.
- H. Provide all utility coordination, agreements and certification.
- I. Provide additional field survey, if necessary.
- J. Prepare Project Coordination Letter, Initial Scope of Work, Materials Report and coordination, Design Safety Report and/or Design Certification.

ARTICLE III – OBLIGATION OF STATE TO CONSULTANT

- A. Provide all traffic data which is deemed necessary by the STATE.
- 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. Circulate required materials to appropriate agencies and governmental bodies for review and receive comments.

ARTICLE IV – TIME OF BEGINNING AND COMPLETION

D. 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.

E. Preparation of the preliminary plans, final plans and any Supplemental Specifications necessary for the execution of the work shall be completed within twelve (12) months after written "Notice to Proceed" exclusive of any review time by any reviewing agencies.

F. 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 VI, Section 1.

ARTICLE V – 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:

A. The Lump Sum of Forty Seven Thousand Nine Hundred Thirty Five and 00/100 Dollars (\$47,935.00) shall be total compensation to the CONSULTANT for all work provided for when performed under ARTICLE I, SECTION 1 of this AGREEMENT for corridor study.

B. The Lump Sum of Seventy One Thousand Nine Hundred Sixty One and 00/100 (\$71,961.00) shall be total compensation to the CONSULTANT for all work provided for when performed under ARTICLE I, SECTION 2 of this AGREEMENT for roadway plans.

C. The Lump Sum of Eighty Six Thousand Two Hundred Forty Two and 00/100 Dollars (\$86,242.00) shall be total compensation to the CONSULTANT for all work provided for when performed under ARTICLE I, SECTION 3 of this AGREEMENT for bridge plans.

D. For the work contemplated under this Agreement the CONSULTANT will be compensated a maximum lump sum amount of Two Hundred Six Thousand One Hundred Thirty Eight and 00/100 Dollars (\$206,138.00).

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 VI – 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 IV – 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 a material breach in the performance of the professional services 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 , expense against or imposed upon the COUNTY because of bodily injury, death or property damage, real or personal, to the extent caused by a material breach of any duty or obligation of the CONSULTANT included in this AGREEMENT, or the negligent acts, errors or omissions including engineering design of the CONSULTANT, or his subcontractors. 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) Contract, in Cancellation, termination or suspension of the whole or in part.

ARTICLE VII

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 of 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 VIII

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 IX

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 X

IN WITNESS WHEREOF the Parties have caused this AGREEMENT to be executed by their duly authorized representatives this _____ day of _____ 2015.

RECOMMENDED:

Tracy A. Pate, P.E. Interim Director/County Engineer AECOM Technical Services, Inc.

Tony Petelos County Manager

John E. Lobdell, P.E., Associate Vice-President

ATTEST:

JEFFERSON COUNTY, ALABAMA

Minute Clerk

James A. Stephens, President - Jefferson County Commission

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

Communication was read from Roads & Transportation recommended the following:

- 1. Southern Natural Gas to install 160' of 24" high pressure gas lines on Taylors Ferry Road between Leigh Lace and Salter Lane.
2. Southern Natural Gas to install 120' of 24" high pressure gas lines an Link Road just north of Water Treatment Plant.
3. AT&T Corporation to install 2,780' of fiber cable slang Lindsey Loop Road starting at intersection of McClendon Chapel Road to intersection of Lindsey Drive in Bessemer.

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

Feb-5-2015-121

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

Recommended by: Tracy A. Pate, P.E. Interim Director/County Engineer
Department: Roads & Transportation
Date: January 22, 2015
Purpose: Payment to Frank B. and Kenda L. Rigdon for acquired ROW, 0.012 acres, more or less and the Temporary Construction Easement contains 0.061 acres, more or less (site address) - 1610 Patton Chapel Road
Project No. STPBH-7020(601) - Patton Chapel Rd - Ph. III - Tr. 16 Agent: Alan K. Dodd
Price: \$8,500.00
Pay to the order of: Frank B. and Kenda L. Rigdon
Mailing Address: 1610 Patton Chapel Road Hoover, AL 35226

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

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

Feb-5-2015-122

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute an Agreement to Provide Professional Services for Collection System Maintenance and Construction Development and Training Program

between Jefferson County and Tilson & Associates, LLC, in the amount of \$451,000.00.

AGREEMENT

To Provide Professional Services For
Collection System Maintenance and Construction Development and Training Program
Jefferson County Environmental Services

This AGREEMENT made this _____ day of _____, 2015, by and between Jefferson County Commission, Jefferson County, Alabama party of the first part, hereinafter referred to as the "COUNTY", and Tilson & Associates, LLC, as party of the second part, hereinafter referred to as the "CONSULTANT".

WHEREAS, the said CONSULTANT has agreed and by these presents does agree with the COUNTY for the consideration hereinafter mentioned, with payment to be administered by the COUNTY, to accomplish the Collection Systems Maintenance and Construction Development and Training Program as outlined in the Scope of Work.

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

ARTICLE I - SCOPE OF WORK

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

The scope of work proposed in this AGREEMENT includes developing and providing a best practices training program that will empower and enable Jefferson COUNTY Environmental Services Department collection system maintenance and construction staff to achieve and maintain the level of proficiency and readiness needed to safely, efficiently, and effectively perform assigned duties. The Collection System Maintenance and Construction Development and Training Program will assist the COUNTY regarding current and future compliance issues related to the sanitary sewer collection system established by Federal and State regulators.

SECTION 1 - OBLIGATION OF CONSULTANT TO THE COUNTY

The CONSULTANT, in close coordination with the COUNTY's Environmental Services Department staff, will perform the following professional services:

- Review the Environmental Services Department safety initiatives, policies, and practices consistent with industry-accepted best practices.
- Develop a comprehensive sanitary sewer collection system operation and maintenance (O&M) training program and safety with process and procedures to continually identify, evaluate, and prioritize the incorporation of industry-accepted best practices.
- Develop a written Safety Policy and Safety Plan, and assist the Environmental Services Department in implementing a comprehensive Safety Program.
- Develop an Equipment and Tool Use Plan for the Environmental Services Department's Construction Division.
- Provide sanitary sewer collection system O&M and general safety-related training (training on specific safety training topics to be provided by others).
- Develop written Standard Operating Procedures (SOPs) and Work Process Documentation (WPD) for sewer cleaning and construction equipment and tasks.

SECTION 2 - OBLIGATION OF THE COUNTY TO THE CONSULTANT

It is understood that the COUNTY will:

1. Furnish requirements for the project and provide full information as to its requirements for the project.
2. Assist the CONSULTANT by placing at their disposal all available information pertinent to the site of the project, including previous reports and any other data relative to the project.
3. Designate a project manager to coordinate CONSULTANT's work and to assist as COUNTY's representative with respect to the work to be performed under this AGREEMENT.
4. Provide access to and make all provisions for the CONSULTANT to enter upon public and private lands as required for the CONSULTANT to perform its work under this AGREEMENT.
5. Provide existing management tools, records, and raw data in a digital format in as much as possible; provide access to staff to ascertain existing Standard Operating Procedures, Operation and Maintenance Procedures, and Safety Policies and Procedures; and provide assistance with the gathering of all requested data related to the collection system.
6. Examine studies, reports, procedures, policies, estimates, specifications, or other documents presented by the CONSULTANT and render decisions in writing pertaining thereto within a reasonable time so as not to delay the services of the CONSULTANT.
7. Give prompt written notice to the CONSULTANT whenever the COUNTY observes, or otherwise becomes aware of, any defect in the project.

8. Pay for specialized safety studies, geological studies, laboratory tests, concrete tests, special permits or easements, or other such analyses, special reports or reports recommended by the CONSULTANT and deemed to be necessary by the COUNTY.
9. Assume all costs of public hearings if required.
10. Pay for appearances before courts or boards regarding litigation related to the project(s), and/or preparatory work required in connection with such matters. Appearances before courts or boards regarding litigation related to errors or omissions of the CONSULTANT which result in legal proceedings against the COUNTY shall not be charged to the COUNTY, and shall not be items eligible for payment by the COUNTY.
11. COUNTY will operate any collection system and plant equipment and tools as necessary and reasonable to carry out the scope of work.

SECTION 3 - CONFERENCES AND VISITS TO SITE

1. Conferences outlined in the scope of work will be held at the reasonable request of either the COUNTY or the CONSULTANT to discuss matters pertinent to any phase of the project. CONSULTANT will be entitled to additional compensation for any conferences requested by the COUNTY beyond those outlined in the scope of work in Section 2.
2. Request for visits to the site may be made by the COUNTY or by the CONSULTANT in conjunction with any other party or parties.

ARTICLE II - TIME OF BEGINNING AND COMPLETION

1. The CONSULTANT agrees to commence performance of services outlined under Article I of this AGREEMENT immediately after receipt of written notice from the COUNTY to proceed. The COUNTY will not notify the CONSULTANT to commence work until this AGREEMENT has been formally approved by both parties.
2. The work to be performed shall be completed within 36 months. Should delays attributable to causes beyond the control of the CONSULTANT be encountered, such as would extend the contract work beyond the agreed upon period, the COUNTY may adjust the amount of this contract by amendment, so as to reflect the cost of additional expense items and additional fee, if any, arising from the change.
3. In case the COUNTY should deem it to be advisable or necessary in the execution of the work to make any alteration which will increase or decrease the scope of work outlined in this AGREEMENT, the time limits specified herein may be adjusted, in accordance with Article IV, Section 1.
4. The Contract shall remain in full effect until completion of the Scope of Work and acceptance of final payment by the CONSULTANT, up to the maximum term allowed by law.

ARTICLE III - PAYMENT

SECTION 1

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

For the work contemplated under Article I, Section 1, compensation shall be computed on the basis of a time and expenses contract to be paid by monthly invoice based on the work completed. The contract shall include a maximum cost of Four hundred fifty-one thousand dollars (\$451,000.00). The contract amount shall not be exceeded except by formal amendment to this agreement.

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

SECTION 2

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

ARTICLE IV - MISCELLANEOUS PROVISIONS

SECTION 1 - CHANGE OF WORK

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

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

SECTION 2 - OWNERSHIP OF PROJECT 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 data furnished to the COUNTY by the CONSULTANT shall bear thereon the endorsement of the CONSULTANT. All data collected and prepared or generated under this agreement between the CONSULTANT and the COUNTY shall be the property of the COUNTY and shall not be released to any other party without the consent of the Director of Environmental Services.

SECTION 3 - CONSULTANT'S ENDORSEMENT

The CONSULTANT shall endorse the original title or cover sheet of all reports and data required to be furnished by him under the terms of this AGREEMENT.

SECTION 4 - DELAYS AND EXTENSIONS

1. In the event that unavoidable delays prevent completion of the services to be performed under this AGREEMENT in the time specified in ARTICLE II - TIME OF BEGINNING AND COMPLETION, the COUNTY may grant a time extension to any or all phases of the work, provided written application is made by the CONSULTANT within 10 days after the alleged delay has occurred. Any time extension for work authorized will be based on the ratio that the additional compensation bears to the original fee and time limit.

2. In the event that the COUNTY determines that the delays are avoidable and time extensions are not granted, the CONSULTANT may be subject to a liquidated damages charge of \$100 per day for each calendar day exceeding the time specified in Article II.

SECTION 5 - TERMINATION OR ABANDONMENT

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

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

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

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

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

SECTION 6 – TERMINATION OF CONTRACT FOR BREACH

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

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

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

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

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

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

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

SECTION 7 - CONTROVERSY

In any controversy concerning a question of fact in connection with the work covered by this AGREEMENT, or compensation therefor, the decision of the Director, Environmental Services Department, Jefferson County, Alabama, in the matter shall be final and conclusive for

both parties.

SECTION 8 - RESPONSIBILITY FOR CLAIMS AND LIABILITY

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

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

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

Professional Liability	\$1,000,000 each claim
General Liability	\$1,000,000
Automobile Liability Insurance	\$1,000,000
Workers Compensation	Statutory Not Applicable

CONSULTANT is an Independent Contractor without employees and is responsible for his own injury and insurance needs.

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

SECTION 9 - GENERAL COMPLIANCE WITH LAWS

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

SECTION 10 - SUBLETTING, ASSIGNMENT OR TRANSFER

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

SECTION 11 - EMPLOYMENT OF COUNTY WORKERS

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

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

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

SECTION 12 - CONTROL

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

SECTION 13 - CONDITIONS AFFECTING WORK

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

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

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

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

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

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

SECTION 14 - GOVERNING LAW/DISPUTE RESOLUTION

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

SECTION 15 – ALABAMA CODE SECTION 31-13-9

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

ARTICLE V

SECTION 1 - EXECUTORY CLAUSE

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

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

ARTICLE VI

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures, Tilson & Associates, LLC on the _____ day of _____, 2015, and the COUNTY on the _____ day of _____, 2015.

Tilson & Associates, LLC
Stephen B. Tilson, President

Tilson & Associates, LLC

RECOMMENDED:

Jefferson County Environmental Services Department

David Denard, Director

ATTEST:

Minute Clerk

JEFFERSON COUNTY COMMISSION

James A. Stephens, President

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

Feb-5-2015-123

**JEFFERSON COUNTY COMMISSION RESOLUTION
TAX LEVY 2015**

IT IS HEREBY ORDERED, ADJUDGED AND DECREED by the County Commission of Jefferson County, Alabama, that there be and there is hereby levied the following taxes for the use of said County for the current tax year, upon all taxable property and values assessed for the County:

COUNTY PURPOSES

Millage Rate	Constitutional/Statutory Authority	Purpose
5.6	Section 215; § 11-3-11(a)(2), 1975 Code	General Fund
2.1	Act No. 395, February 17, 1885	"to be applied to the working of public roads in said county..."
.7	Act No. 716, February 28, 1901	"repair sanitary system of the county and protect the water supplies..."
5.1	Section 215 (second proviso); § 11-3-11(a)(2), § 11-14-11 and § 11-14-16, 1975 Code	"to pay any debt or liability... for...necessary public buildings, bridges, or roads..."; excess may be used "for general county purposes..."

**SCHOOL PURPOSES
Countywide**

Millage Rate	Constitutional/Statutory Authority	Date of Most Recent Authorizing Election
2.1	Section 269	August 27, 1991
5.4	Amendment No. 3, Section 1	August 27, 1991
.7	Act No. 203, February 7, 1891 - "for the support and maintenance of the public schools"	Not Applicable

**SCHOOL PURPOSES
District**

(Jefferson County School Tax District)

(Being that portion of the County lying outside the Cities of Bessemer, Birmingham, Fairfield, Homewood, Hoover, Leeds, Midfield, Mountain Brook, Tarrant, Trussville and Vestavia Hills)

Millage Rate	Constitutional/Statutory Authority	Date of Most Recent Authorizing Election
5.1	Amendment No. 3, Section 2	August 27, 1991
8.8	Amendment No. 82	April 28, 1992
5.0	Amendment No. 175	January 24, 2006
3.0	Amendment No. 382	January 24, 2006

**(Bessemer School Tax District)
#52**

Millage Rate	Constitutional/Statutory Authority	Date of Most Recent Authorizing Election
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5.4	Amendment No. 3, Section 2	April 28, 1992
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**(Birmingham School Tax District)
#30-39, 54, 63 and 65**

Millage Rate	Constitutional/Statutory Authority	Date of Most Recent Authorizing Election
5.7	Amendment No. 3, Section 2	April 28, 1992
7.1	Amendment No. 175	August 27, 1991

**(Fairfield School Tax District)
#55**

Millage Rate	Constitutional/Statutory Authority	Date of Most Recent Authorizing Election
5.8	Amendment No. 3, Section 2	April 28, 1992

**(Homewood School Tax District)
#12**

Millage Rate	Constitutional/Statutory Authority	Date of Most Recent Authorizing Election
5.5	Amendment No. 3, Section 2	December 10, 1991
9.6	Amendment No. 175	December 10, 1991

**(Hoover School Tax District)
#66**

Millage Rate	Constitutional/Statutory Authority	Date of Most Recent Authorizing Election
13.9	Amendment No. 3, Section 2	October 26, 1993

**(Leeds School Tax District)
#15**

Millage Rate	Constitutional/Statutory Authority	Date of Most Recent Authorizing Election
5.1	Amendment No. 3, Section 2	August 27, 1991
8.8	Amendment No. 82	April 28, 1992
5.0	Amendment No. 175	January 24, 2006
3.0	Amendment No. 382	January 24, 2006

**(Midfield School Tax District)
#58**

Millage Rate	Constitutional/Statutory Authority	Date of Most Recent Authorizing Election
6.0	Amendment No. 3, Section 2	April 28, 1992
10.5	Amendment No. 82	April 28, 1992

**(Mountain Brook School Tax District)
#17**

Millage Rate	Constitutional/Statutory Authority	Date of Most Recent Authorizing Election
5.7	Amendment No. 3, Section 2	April 28, 1992
9.9	Amendment No. 175	January 26, 2010
18.5	Amendment No. 316	September 24, 1991

**(Tarrant School Tax District)
#18**

Millage Rate	Constitutional/Statutory Authority	Date of Most Recent Authorizing Election
11.2	Amendment No. 3, Section 2	November 2, 1993

**(Trussville School Tax District)
#6**

Millage Rate	Constitutional/Statutory Authority	Date of Most Recent Authorizing Election
5.1	Amendment No. 3, Section 2	August 27, 1991
8.8	Amendment No. 82	April 28, 1992
5.0	Amendment No. 175	January 24, 2006
3.0	Amendment No. 382	January 24, 2006

**(Vestavia Hills School Tax District)
#20**

Millage Rate	Constitutional/Statutory Authority	Date of Most Recent Authorizing Election
15.1	Amendment No. 3, Section 2	October 26, 1993

BE IT FURTHER ORDERED, ADJUDGED AND DECREED that a copy of the Minutes of the Commission showing the foregoing levy, which contains the rates and purposes for which such taxes are levied, shall be served on the Tax Assessor of the County and on the Director of Revenue of the County by the Chief Financial Officer of the County; that the President of the Commission shall certify that the same is a correct copy of said Minutes relating to the said levy and that the said levy was adopted on the date mentioned in said levy, all in accordance with the provisions of Section 40-7-42, as amended, of the Code of Alabama 1975; and that this tax levy shall remain in place and effect and be continued from year to year in accordance with the provisions of said Section 40-7-42, unless and until a subsequent levy is adopted, provided however that such continuation shall not be construed so as to extend the levy of any tax or taxes beyond such period as may have been authorized at referendum.

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

**JEFFERSON COUNTY COMMISSION
Finance Department
Unusual Demands
2/05/2015**

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	Doc No
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCHASE OF 8-TIG WELDING CUPS FOR GSOC SHOP.	GEN SVCS: ADMINISTRATION	14.96	1900087073
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCHASE OF TUNGSTEN 3/32"X7" FOR FAMILY COURT	GEN SVCS: ADMINISTRATION	11.30	1900087074
DISTRICT 1	1000193	JEFFERSON CO TREASURER	TWO BOXES OF SHRINK WRAP FOR GROUNDS.	GEN SVCS: ADMINISTRATION	133.40	1900087163
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCHASE OF SANDER REPAIR PARTS FOR GSOC	GEN SVCS: ADMINISTRATION	285.13	1900087243
*DISTRICT 1					444.79	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH - LAUREN MCMAHAN 1/8/15	PER BD: TESTING	17.82	1900087050
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH - BEVERLY ALLDREDGE 12/17/2014	PER BD: ADMINISTRATION	10.00	1900086614
*DISTRICT 2					27.82	
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PURCHASE ITEMS TO REPAIR DOOR #32 AT CENTRAL SHOP	FLEET MGMT: ADMIN	496.10	1900087076
DISTRICT 3	1000193	JEFFERSON CO TREASURER	CDL,KEYS,HOSE	ES: VILLAGE LINE MAINT	86.24	1900087077
DISTRICT 3	1000193	JEFFERSON CO TREASURER	FITTINGS	ES: VILLAGE MAINT SHOP	90.15	1900087121
DISTRICT 3	1000193	JEFFERSON CO TREASURER	BATTERIES FOR CAMERAS,PLANTS FOR PLANTER.DISH BRUS	ES: ADMIN LINE MAINT	16.09	1900087078
DISTRICT 3	1000193	JEFFERSON CO TREASURER	BELTS, PLASTIC SHEETING, LUMBER, EXHAUST FLUID	ES: CAHABA RIVER WWTP	143.90	1900087130
DISTRICT 3	1000193	JEFFERSON CO TREASURER	DESK CALENDER AND BINDER CLIPS	ES: TURKEY CREEK WWTP	38.94	1900086875
DISTRICT 3	1000193	JEFFERSON CO TREASURER	SPARE KEYS/ BUCKETS WITH SPOUTS	ES: LEEDS WWTP	19.69	1900086944
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REIMBERSEMENT FOR LICENSE;LC UNICAM;	ES: VILLAGE ELEC SHOP	373.35	1900087084
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PETTY CASH FOR WAGON FOR TRANS EDUCATIONAL	STORM WATER MGT DEPT	49.99	1900087004
DISTRICT 3	1000193	JEFFERSON CO TREASURER	OPERATOR CERTIFICATION RENEWAL	ES: TURKEY CREEK WWTP	60.00	1900086915
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PETTY CASH FOR UTILITY KNIFE	STORM WATER MGT DEPT	5.99	1900087005
DISTRICT 3	1000193	JEFFERSON CO TREASURER	O RING, SPOTLIGHT, TIRE, PHONE CHARGER, NAIL GUN	R&T: HIWAY MAINT-KETONA	139.21	1900087067
DISTRICT 3	1000193	JEFFERSON CO TREASURER	ADAPTER, JUGS	ES: TRUSSVILLE WWTP	129.81	1900087071
DISTRICT 3	1000193	JEFFERSON CO TREASURER	CDL, SILICONE,BOLTS,PULL DOWN STRAPS,CASCADE,DETER	ES: SHADES LINE MAINT	55.23	1900087075
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PHONE FACE PLATE;JACKPVC;LAMP;CABLE;RESISTORS;	ES: VILLAGE ELEC SHOP	473.12	1900087083
DISTRICT 3	1000193	JEFFERSON CO TREASURER	HOSE, FIRST AID,CLAMPS,PARTS CLEANER	ES: VILLAGE MAINT SHOP	683.55	1900087086
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PULL PIN, 10 GALLON TOTE, KEYS, CEMENT MIXER TIRES	R&T: HIWAY MAINT-KETONA	202.95	1900087172
DISTRICT 3	1000193	JEFFERSON CO TREASURER	HEATERS, 3VX600 V-BELT,SHEETROCK ANCHORS,MISSION B	ES: PACKAGE WWTP & PUMP STA	457.84	1900087242
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PROPANE, PHONE CHARGERS, CLEANING SUPPLIES, CALCUL	R&T: TRAFFIC ENGINEERING	173.20	1900087166
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PETTY CASH FOR OVERAGE ON MILEAGE ON TRAVEL	STORM WATER MGT DEPT	0.57	1900084293
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PETTY CASH FOR OVERAGE ON MILEAGE ON TRAVEL	STORM WATER MGT DEPT	1.72	1900084295
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PETTY CASH FOR OVERAGE ON MILEAGE ON TRAVEL	STORM WATER MGT DEPT	5.91	1900084294
DISTRICT 3	1000194	GENERAL RETIREMENT SYS	MILITARY CONVERSION FOR VONCILE PATTERSON	ES: SEWER IMPACT SECTION	2,018.44	1900087197
DISTRICT 3	1006043	NEWCASTLE CONSTR IN	REFUND SEWER IMPACT FEE	ES: SANITATION ADMIN	3,792.63	1900087070

DISTRICT 3	1027043	TOWER DEVELOPMENT	REFUND FOR OVERPAYMENT & FB ACCT # 15-27161(D)	FINANCE SEWER SERVICES	544.71	1900087028
DISTRICT 3	1030580	ADVANCE AL MEDIA LLC	PUBLIC NOTICE-STERIS	COUNTY ATTORNEY	156.75	1900087105
DISTRICT 3	1032707	CLARA WOODS	REFUND FOR OVERPAYMENT & LK A ACCT # G 11-4160(D)	FINANCE SEWER SERVICES	22.64	1900087034
DISTRICT 3	1032708	RICHARD V CONNOR	REFUND FOR OVERPAYMENT & FB ACCT # L 2-40013119(D)	FINANCE SEWER SERVICES	12.27	1900087033
DISTRICT 3	1032709	ALICE A URBAN	REFUND FOR OVERPAYMENT & PM ACCT # R1-1752502(D)	FINANCE SEWER SERVICES	82.84	1900087032
DISTRICT 3	1032710	JONATHAN /OR CANDACE STRICKLAND	REFUND FOR OVERPAYMENT & FB ACCT # R1000-290(D)	FINANCE SEWER SERVICES	58.27	1900087031
DISTRICT 3	1032711	MARVIN L FAIRFIELD JR	REFUND FOR OVERPAYMENT & FB ACCT # W0-111681(D)	FINANCE SEWER SERVICES	59.70	1900087030
DISTRICT 3	1032712	VELMA N DANIELS	REFUND FOR OVERPAYMENT & PM ACCT # W0-7880(D)	FINANCE SEWER SERVICES	144.42	1900087029
*DISTRICT 3					10,596.22	
**					11,068.83	

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

Feb-5-2015-124

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 2 to the Agreement between Jefferson County, Alabama and Hill Administrative Services to provide administration of the County's workers compensation program for the period January 1, 2015 - December 31, 2015 in the amount of \$63,000.

AMENDMENT TO CONTRACT NO. 2

This Amendment to the Contract entered into this 1st day of January, 2015, by and between Jefferson County, Alabama, through the Human Resources Department (hereinafter referred to as the "County Commission") and Hill Administrative Services, Inc., (hereinafter called "the Contractor").

WITNESSETH:

WHEREAS, the Jefferson County Commission desires to amend the Contract; and

WHEREAS, the Agency wishes to amend the Contract.

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

The Contract between the parties referenced above, which was approved by the Jefferson County Commission on December 20, 2012, and recorded in Minute Book 164, Pages 234-238 is hereby amended as follows:

Amend Item 3. Terms of Agreement and Authorization to Perform Work paragraph as follows: This contract will be effective January 1, 2015 through December 31, 2015.

Amend Item 6. Compensation paragraph as follows: Compensation for services rendered for 3rd year of contract at cost shown below. Payment terms are Net 30 Days after receipt of invoice.

3rd Year of contract at a flat fee price of \$61,000.00 plus an additional \$300 per claim for claims handled more than two years from date of receipt, not to exceed \$2000, for a total contract price not to exceed \$63,000.00.

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

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

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

JEFFERSON COUNTY, ALABAMA

James A. Stephens, President

Jefferson County Commission

CONTRACTOR

Tracy H. Cider, President

Hill Administrative Services, Inc.

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

Feb-5-2015-125

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

For Week of 01/13/15 - 01/19/15

1. VARIOUS JEFFERSON COUNTY DEPARTMENTS AND PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA)

FROM BIRMINGHAM COCA COLA, BIRMINGHAM, AL, TO AWARD BID FOR SOFT DRINKS FOR THE PERIOD 2/05/15 - 2/04/16. REFERENCE BID # 30-15

2. ENVIRONMENTAL SERVICES: VILLAGE CREEK LINE MAINTENANCE FROM THOMPSON TRACTOR, BIRMINGHAM, AL, TO AWARD BID FOR 100PSI SULLAIR 260 AIR COMPRESSOR FOR THE PERIOD OF 2/01/15 - 1/31/16. REFERENCE BID # 38-15
3. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM LONG LEWIS FORD OF THE SHOALS, MUSCLE SHOALS, AL, TO AWARD BID FOR THE PURCHASE OF FOUR (4) 2015 ESCAPES "S", 2WD AND TWO (2) FORD ESCAPES "SE", 4WD. SAP PURCHASE ORDER # 2000084282 \$134,627.00 TOTAL REFERENCE BID # 25-15
4. GENERAL SERVICES: ADMINISTRATION FROM WTTICHEN SUPPLY, BIRMINGHAM, AL, TO PURCHASE INDOOR AND OUTDOOR AC UNITS. SAP PURCHASE ORDER # 2000084081 \$5,734.00 TOTAL
5. ENVIRONMENTAL SERVICES: VILLAGE LINE MAINTENANCE FROM P & H SUPPLY COMPANY INCORPORATED, WARRENTON, GA, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR SHIPPING CHARGES FOR PATRIOTT II ROOT & GREASE CUTTER. SAP PURCHASE ORDER # 2000080604 CHANGE ORDER \$ 211.04 PURCHASE ORDER \$8,863.64 TOTAL

For Week of 1/20/15 - 1/26/15

1. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM TRACTOR & EQUIPMENT, BIRMINGHAM, AL, TO AWARD BID FOR FORESTRY MULCHING TRACTOR WITH STEEL TRACKS. REFERENCE BID # 40-158
2. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM FLEET PRIDE INCORPORATED, ATLANTA, GA, TO PURCHASE VEHICLE PARTS AS NEEDED BY USER DEPARTMENT FOR THE PE OD OF 10/01/14 - 9/30/15. SAP PURCHASE ORDER # 2000083688 \$10,000.00 TOTAL
3. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM MONTAGE ENTERPRISES, BLAIRSTOWN, NJ, TO PURCHASE VEHICLE REPAIR PARTS AS NEEDED BY USER DEPARTMENT FO THE PERIOD OF 10/01/14 - 9/30/15. SAP PURCHASE ORDER # 2000083716 \$7,500.00 TOTAL
4. YOUTH DETENTION CENTER FROM SYSCO CENTRAL ALABAMA, CALERA, AL, TO PAY INVOICE 501070674 DATED 1/07/15 IN THE AMOUNT OF \$4,821.39 AND INVOICE 501090007 DATED 1/09/15 IN THE AMOUNT OF \$477.91 FOR MISCELLANEOUS GROCERIES. SAY PURCHASE ORDER # 2000084029 \$5,299.30 TOTAL REFERENCE BID # 54-138
5. ROADS AND TRANSPORTATION FROM TRANE COMPANY, BIRMINGHAM, AL, TO PURCHASE HEATING UNITS. SHOPPING CART # 1000224447 \$50,985.99 TOTAL REFERENCE TCPN CONTRACT # 85045
6. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM MCPHERSON OIL, CHARLOTTE, NC, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR GASOLINE, DIESEL & F EL ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/01/14 - 9/30/15. SAP PURCHASE ORDER # 2000075700 CHANGE ORDER \$ 474,891.78 REFERENCE BID # 106-13 PURCHASE ORDER \$3,651,869.78 TOTAL
7. ENVIRONMENTAL SERVICES: VILLAGE ELECTRICAL SHOP FROM GRAYBAR ELECTRIC, BI INGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR BULBS & BALLAST FO FY15 FOR THE PERIOD OF 10/01/14/9/30/15. SAP PURCHASE ORDER # 2000082520 CHANGE ORDER \$10,000.00 STATE OF ALABAMA CONTRACT # MA-IS-1340234, T102 PURCHASE ORDER \$14,500.00 TOTAL

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

Feb-5-2015-126

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE EXCEPTION REPORT FILED BY THE PURCHASING DIVISION FOR THE WEEK OF 1/13/15 - 1/19/15 AND 1/20/15 - 1/26/15, BE AND HEREBY IS APPROVED.

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

Feb-5-2015-127

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE ENCUMBRANCE REPORT FILED BY THE PURCHASING DIVISION FOR THE WEEK OF 1/13/15 - 1/19/15 AND 1/20/15 - 1/26/15, BE AND HEREBY IS APPROVED.

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

Feb-5-2015-128

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 26, 2014.

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

STAFF DEVELOPMENT

Multiple Staff Development

Community and Economic Development

LaWanza Webb	(grant funds)	\$1,757.65
Keith Strother		\$1,837.63
Southeastern Employment and Training Association Greensboro, NC – March 7-11, 2015		

Environmental Services

John Dean		\$1,495.00
Alfonzo Taylor		\$1,495.00
Steve Richards		\$1,495.00
David Short		\$1,495.00
Monte Suggs		\$1,495.00
Fundamentals of PLC Wiring & Troubleshooting Tuscaloosa, AL – February 18-20, 2015		

Victor Hubbard		\$650.00
Christopher Cummings		\$650.00
NASSCO PACP Certification and Re-certification Training Huntsville, AL -January 21-22, 2015		

Family Court

Larry Hooks, Susan Moon, Karla Williams, Adrilisa Steele, Hilda, Handley, Beverly Alldredge		\$350.00
Alabama Human Trafficking Task Force Montgomery, AL – January 30, 2015		

Erica Dozier, Kristin Schlenker, Kenneth McMullen, Beverly Alldredge		\$80.00
What Matters for Alabama's Children Tuscaloosa, AL – January 27, 2015		

Roads and Transportation

Barry Isbell, Roger Gossett, Michael Mitchell, Robert Carroll, Robert Ryan, Chris Hayes, Adam Laney, Stephen Goodwin, David Reynolds, Shannon Bonham, Lee Baldwin, Jeremy McAlpine, Chuck Bartlett, Gary Mayfield, Mike Crane, Shawn Cato, John Riley, Steven Kilgore, Gary Cochran and Robby Eaton		\$1,800.00
Alabama Vegetation Management Society Annual Meeting Tuscaloosa, AL – February 24-25, 2015		

Tax Assessor - Bessemer

Cindy Jinks	(grant funds)	\$299.68
Cheryl Hoskins		\$292.07
ACA Exam Auburn, AL – March 26-27, 2015		

Individual Staff Development		
Board of Equalization		
Roy Stodghill	(State funds)	\$1,103.00
IAAO 102 Income Approach to Valuation Auburn, AL – February 22-27, 2015		
Community and Economic Development		
Deborah Sasser	(grant funds)	\$2,770.75
NAJA Annual Conference San Francisco, CA – March 29 – April 3, 2015		
Emergency Management Agency		
Bob Ammons	(grant funds)	\$310.25
Situation Awareness and Common Operating Picture Emmitsburg, MD – February 1-6, 2015		
Environmental Services		
Celeste Brown		\$50.00
Alabama Utility Management Workshop Montgomery, AL - January 14, 2014		
Cedric Hayden		\$269.00
Construction Law for Public Projects Montgomery, AL – February 10, 2015		
Revenue		
Tanjawania Hurst		\$150.00
Learned Professionals and Restaurants and Bars Hoover, AL – March 6, 2015		
Roads and Transportation		
Michael Mitchell		\$756.18
North American Tree Conference Mobile, AL – March 8-11, 2015		
Tax Assessor – Bessemer		
Rickey Davis	(grant funds)	\$403.84
ACM Exam Auburn, AL – March 26-27, 2015		
Tax Collector – Birmingham		
J T Smallwood		\$1,091.90
Association of Alabama Tax Administrators Mid Winter Conference Mobile, AL – February 8-11, 2015		
Tax Assessor - Birmingham		
Gaynell Hendricks		\$939.59
Association of Alabama Tax Administrators Mid-Winter Conference Mobile, AL – February 8-12, 2015		
For Information Only		
Personnel Board		
Ryan Lillard		\$1,923.18
Society of Industrial Organizational Psychology Conference Philadelphia, PA – April 21-27, 2015		
Pete Blank		\$577.75
ATD International Conference Orlando, FL – May 17-20, 2015		
Terria McDonald		\$300.00
2015 Spring Career Fair Mobile, AL – February 10, 2015		
Terria McDonald		\$200.00
2015 JSU Spring Career Fair Jacksonville, AL – March 4, 2015		
Terria McDonald		\$395.00
SEC ACC Virtual Career Fair Virtual – April 2015		
Jim Greene		\$65.00
2015 Networking Expo Non profit Birmingham, AL – February 25, 2015		

Sheriff's Office	
Jeff Mulkin	\$ 753.50
Shane Williams	\$1,430.98
Anthony Dotson	\$1,430.98
31 st International Symposium on Child Abuse Huntsville, AL - March 22-26, 2015	
Howard Marcrum	\$1,000.00
Level II Instructor Re-certification Course Birmingham, AL – February 2-13, 2015	

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

Feb-5-2015-129

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Chief Financial Officer or his designee shall transfer \$9,385.00 from the District 5 Discretionary Account to the District 5 Travel Budget (commitment item 513510) for the purpose of funding economic development-related travel.

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

Feb-5-2015-130

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. I to the Agreement between Jefferson County, Alabama and Grom Associates, Inc. to provide SAP functional and technical support for the period September 1, 2014 - August 31, 2015 in the amount of \$100,000.

CONTRACT NO. ON00005570

Contract Amendment No. 1

This Amendment to Contract entered into this 15th day of September, 2014, between Jefferson County, Alabama, hereinafter referred to as "the County, and Grom Associates, Inc., hereinafter referred to as the "Contractor" to provide SAP Functional and Technical 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:

The original contract between the parties referenced above was approved by The Commission on September 26, 2013,, recorded in MB 165, pages 364-366, and is hereby amended as follows:

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK

The effective date of this agreement is September 1, 2014; contract term expires August 31, 2015, with the County's option to renew for one (1) additional one (1) year term.

10. NON-DISCRIMINATION POLICY

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

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

JEFFERSON COUNTY COMMISSION

James A. Stephens, President - Jefferson County Commission

Grom Associates, Inc.

Michael Nusser, SVP

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

Feb-5-2015-131

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. II to the Agreement between Jefferson County, Alabama and Environmental Systems Research Institute (ESRI) to provide GIS mapping software maintenance for the period December 16, 2014 - December 15, 2015 in the amount of \$116,700.

CONTRACT NO. 00004589

Esri Agreement No. 2013M8549

Contract Amendment No. II

This Amendment to Contract entered into the 15th day of December, 2014, between Jefferson County, Alabama, hereinafter referred to as "the County, and Environmental Systems Research Institute, Inc. Esri), hereinafter referred to as the "Contractor" to provide GIS Mapping Software maintenance.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

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

The original contract between the parties referenced above was approved by the Commission on March 18, 2013; minute book 164, pages(s) 520-522 and amendment I was approved January 9, 2014, Minute Book 166, Page 9, is hereby amended as follows:

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:

Contract term December 16, 2014 through December 15, 2015.

7. COMPENSATION:

Contractor shall be compensated in the amount of \$116,700.00, Esri quotation number 25629702, attached and incorporated herein by reference.

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

JEFFERSON COUNTY COMMISSION

James A. Stephens, President

Jefferson County Commission

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.

Chris Johns

Manager, Domestic Contracts

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

Feb-5-2015-132

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

Description of Property to be Vacated:

A part of the SE ¼ of Section 31, Township 17 South, Range 3 West and a part of Lots 1 & 5, Block G of the "Tuxedo Court Resurvey" as recorded in Map Book 234, Page 8 in the Office of the Judge of Probate of Jefferson County, Alabama, more particularly described as follows:

EASEMENT 1

Commence at a capped iron at the SW corner of Lot 1, Block G of said Tuxedo Court Resurvey and run Northerly along the Westerly lot line of said Lots 1 & 5 a distance of 245.88 feet; Thence turn right 90°00'00" and run Easterly a distance of 14.06 feet to an existing manhole; Thence turn right 01° 14' 50" and run Easterly 15.18 feet to the Point of Beginning of the vacation of a 20-foot wide Sanitary Sewer right-of-way being 10 feet on each side of this centerline; Thence from the Point of Beginning continue on the last course 191.94 feet to a

manhole (removed); Thence turn right 00° 15' 41" and run Easterly 87.52 feet to the end of this Right-of-Way vacation.

EASEMENT 2

Commence at a capped iron at the SW corner of Lot 1, Block G of said Tuxedo Court Resurvey and run Northerly along the Westerly lot line of said Lots 1& 5 a distance of 245.88 feet; Thence turn right 90°00'00" and run Easterly a distance of 14.06 feet to an existing manhole; Thence turn right 01° 14' 50" and run Easterly 207.12 feet to a manhole (removed) being the Point of Beginning of the vacation of a 20-foot wide Sanitary Sewer right-of-way being 10 feet on each side of this centerline; Thence from the Point of Beginning turn right 87° 52' 06" and run Southerly 143.92 feet to the end of this Right-of-Way vacation.

Less and except any part lying within the Sanitary Sewer Easement conveyed to Jefferson County by Bk: LR201419 Pg:745 as recorded in the Probate Office of Jefferson County, Alabama.

Less and except any part lying within 10 feet of any currently active sanitary sewer line.

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

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

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

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

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

Feb-5-2015-133

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Right of Way Deed - Park West Athletic Complex.

RIGHT-OF-WAY DEED (SEWER)

Parkwest Athletic Complex

ENGINEERING -461

This instrument prepared by:

Alan K. Dodd, Sr Land Acquisition Agent

Jefferson County Courthouse, Ste A-200

716 N. Richard Arrington, Jr, Blvd.

Birmingham, AL 35203

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of One and no/100s Dollars (\$1.00) cash in hand paid by Jefferson County, the receipt whereof is hereby acknowledged, we, the undersigned, do hereby grant, bargain, sell and convey unto the said Jefferson County, its successors and assigns, a right-of-way and easement for sanitary sewer purposes, including the installation and maintenance of sewer pipelines, underground and on the surface, and underground and surface support facilities, including stations, access points, stubouts and manholes, said right-of-way and easement being located in Jefferson County, Alabama and described as follows, to-wit: S-3

Commence at the NE Corner of the NW ¼ of the SE ¼, Section 11, Township 17 South, Range 4 West, Jefferson County, Alabama; thence Southerly along the east line for a distance of 244.97 feet; thence turn an angle to the right 49°55'08" and run southwesterly for a distance of 490.87 feet; thence turn an angle to the right of 89°44'39" and run northwesterly for a distance of 120.54 feet; thence turn an angle to the right of 90°00'00" and run northeasterly a distance of 48.56 feet; thence turn an angle to the left 60°23'11" and run northwesterly for a distance of 206.01 feet to the Southeasterly property line of grantor and to the point of beginning of a 20 foot sanitary sewer right-of-way lying 10 feet each side of, parallel to and abutting the following described line: thence continue on the last described course a distance of 59.19 feet; thence turn left 79°55'43" and run Westerly a distance of 175.20 to the end of said right-of-way.

For the consideration aforesaid, the undersigned do grant bargain sell and convey unto the said County the right and privilege of a

perpetual use of said lands for such public purpose, together with all rights and privileges necessary or convenient for the full use and enjoyment thereof, including the right of ingress to and egress from said strip and the right to cut and keep clear all trees, undergrowth and other obstructions on the lands of the undersigned adjacent to said strip when deemed reasonably necessary for the avoidance of danger in and about said public use of said strip, and the right to prohibit the construction or Maintenance of any improvement or obstruction (except fencing) or the placement of spoil or fill dirt and/or heavy equipment over or on top of the easement/right-of-way without the written permission of the Jefferson County Commission or its authorized agent.

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

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

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, all on this 5th day of February, 2015.

JEFFERSON COUNTY, ALABAMA

Attest:

Minute Clerk

JAMES A. STEPHENS, President

Jefferson County Commission

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

Feb-5-2015-134

WHEREAS, the current County Manager went on a leave of absence from August 25, 2014, until October 29, 2014, and has been intermittently absent from work since that time; and

WHEREAS, the current County Manager has completely assembled his executive leadership team; and

WHEREAS, the Deputy County Manager (Chief Deputy) for Human and Community Services is responsible for Cooper Green Mercy Health Services, the Coroner/Medical Examiner, the Office of Senior Citizens Services, the Office of Community and Economic Development, the Board of Registrars, and Youth Detention; and

WHEREAS, the Deputy County Manager for Infrastructure is responsible for the Environmental Services Department, Roads and Transportation, General Services, Land Planning and Development, Inspection Services, and Storm Water management; and

WHEREAS, the Chief Financial Officer (CFO) is responsible for the Finance Department, Budget Management Office, Revenue, the Board of Equalization, and Information Technology; and

WHEREAS, Act No. 2009-662 ("The County Manager Act"), authorizes the Jefferson County Commission ("Commission") in cases of a vacancy, temporary absence, or disability to appoint an acting County Manager by four-fifths vote to serve until the end of the temporary absence or removal of the disability.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that each of the above members of the executive leadership team, in the intermittent absence of the County Manager, be vested with all of the authority and duties of the County Manager as it relates to their areas of responsibility. This includes, but is not limited to, being explicitly recognized and authorized as signatory authorities for all documents related to County operations in their areas of responsibility that might usually be signed by the County Manager, including but not limited to contract cover sheets, maps, and correspondence.

BE IT FURTHER RESOLVED that in the intermittent absence of the County Manager, the Chief Deputy County Manager be recognized and authorized as signatory authority for any other documents, other than those described above, related to County operations that might be signed by the County Manager in the ordinary course of business; shall hear all disciplinary actions; shall attend Committee and Commission Meetings; shall coordinate and communicate with the Commission in the administration of policies of the County; and shall work with the CFO to complete and provide resources to complete the upcoming financial audits and continuing disclosure requirements.

This Resolution shall be in effect during any time the current County Manager is unable to conduct business for the duration of his recovery.

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

Carrington, Brown, Bowman, Knight and Stephens.

Thereupon the Commission Meeting was recessed.

The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 9:00 a.m., Thursday, February 19, 2015.

President

ATTEST

Minute Clerk