

STATE OF ALABAMA)

JEFFERSON COUNTY) April 25, 2013

The Commission convened in regular session at the Bessemer Courthouse at 11:19 a.m., David Carrington, President, presiding and the following members present:

District 1 - George F. Bowman

District 2 - Sandra Little Brown

District 3 - James A. (Jimmie) Stephens

District 4 - Joe Knight

District 5 - David Carrington

Motion was made by Commissioner Stephens seconded by Commissioner Brown that the Minutes of April 11, 2013, be approved. Voting "Aye" Stephens, Brown, Bowman, Carrington and Knight.

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The Commission met in Work Session on April 23, 2013, and approved the following items to be placed on the April 25, 2013, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Items 1 and 2.
- Commissioner Brown, Community Service and Roads and Transportation Committee Items 1 through 9 and Addendum Items 1 and 2.
- Commissioner Carrington, Administrative Services Committee - Items 1 and 2. Added to agenda was an agreement with Jeff Sewell.
- Commissioner Knight, Land Planning and Development Services, Emergency Management Agency, Board of Registrars and Courts, Inspection Services Committee Items 1 and 2.
- Commissioner Stephens, Finance & Information Technology Committee Items 1 through 25, excluding Item 3 and Addendum Item 3.

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The Commission met in Work Session on April 25, 2013, and approved the following item to be placed on the April 25, 2013, Regular Commission Meeting Agenda:

Commissioner Carrington, Administrative Services Committee - resolution to hire Supreme Court Justice Mike Bolin as the lead County Attorney.

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Apr-25-2013-269

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that:

1. The County Commission President shall be authorized to sign an involuntary retirement agreement by and between Jeffrey M. Sewell and the Jefferson County Commission.
2. The 90-day waiting period for Mr. Sewell's retirement conversion benefit, as defined and provided for in Administrative Order 92-08 (as amended and adopted by the Jefferson County Commission), shall be waived and such retirement conversion benefit shall commence on April 26, 2013.

#### AGREEMENT

This AGREEMENT ("Agreement") is entered into this \_\_\_\_ day of April, 2013 by and between Jeffrey M. Sewell ("Mr. Sewell") and the Jefferson County Commission, Jefferson County, Alabama and its successors, assigns, subsidiaries and affiliates, employees, agents, lawyers and representatives (collectively and inclusively the "Commission") (Mr. Sewell and the Commission are referred to collectively as "the parties").

#### RECITALS

WHEREAS, the Commission employed Mr. Sewell in 1988 as an Assistant County Attorney, in 2008 as County Attorney and, subject to this Agreement, continues currently to employ him;

WHEREAS; Mr. Sewell, pursuant to the rules and policies of the Commission, has accumulated sick leave and vacation leave;

WHEREAS, the Commission placed Mr. Sewell on Administrative Leave with Pay on April 8, 2013;

WHEREAS, on April 12, 2013, the Administrative Services Committee of the Commission considered and advanced a resolution {"Resolution"} to terminate with good cause its employment of Mr. Sewell and the Resolution was on the agenda for the Regular Meeting of the Commission later that same day;

WHEREAS, Mr. Sewell denies that there was good cause to terminate his employment;

WHEREAS, prior to such consideration of the Resolution the Regular Meeting, the parties decided to resolve the issues under the terms provided herein;

WHEREAS, in exchange for the release provided herein, the Commission approves of Mr. Sewell having the rights and benefits of a Jefferson County employee who involuntarily retires in good standing, no more and no less;

WHEREAS, Mr. Sewell, effective April 8, 2013, has not been and will no longer be authorized to or required to perform any further services for the Commission, except as specifically provided herein below;

WHEREAS, pursuant to Administrative Order No. 92-8, as amended ("AO 92-8") and adopted by the Commission, Mr. Sewell has a Retirement Conversion Benefit (defined below) that he may exercise; and

WHEREAS, Mr. Sewell is a member of The General Retirement System for Employees of Jefferson County (the "General Retirement System") with vested pension benefits that shall be calculated and paid in accordance with the rules of such pension plan.

#### AGREEMENT

NOW, THEREFORE, in consideration of the mutually negotiated promises, covenants, and obligations in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Commission and Mr. Sewell agree as follows:

1. The Commission removes Mr. Sewell from paid Administrative Leave as of April 17, 2013 and grants him six days of paid vacation from April 18, 2013 until April 25, 2013. Consistent with applicable laws and the rules of the Alabama State Bar, Mr. Sewell will take all actions that are advisable and/or required to terminate his involvement in the legal affairs of the Commission including but not limited to withdrawing from pending cases, transferring authority to a successor and other actions that effectuate the end of his service as an attorney for the Commission.
2. Effective April 26, 2013, Mr. Sewell shall commence a period of retirement service credit (commonly referred to as "sick leave conversion"), in accordance with the provisions of AO 92-8 ("Retirement Conversion Benefit"). The Commission, consistent with past practice, waives the 90-day waiting period for the commencement of the Retirement Conversion Benefit and, if necessary, will approve a separate resolution so providing.
3. Any permissible accumulated vacation days (up to a maximum of 320 hours) earned by Mr. Sewell as of April 26, 2013, shall be paid to Mr. Sewell at the end of his period of Retirement Conversion Benefit, in accordance with the provisions of AO 92-8.
4. Effective at the end of the foregoing period of the Retirement Conversion Benefit, Mr. Sewell's employment with the Commission ends, through an involuntary retirement, and Mr. Sewell agrees not to apply for future employment with the Commission. The payment of all pension benefits from the General Retirement System to which Mr. Sewell may be eligible (including, but not limited to, the "Involuntary 20/55 Deferred Retirement Benefit" as defined by the General Retirement System) shall be governed by the rules and procedures established by the General Retirement System and any applicable laws. The benefits and consideration provided in paragraphs 1, 2, 3 and 4 shall be based on Mr. Sewell's rate of compensation as of the date, April 22, on which Mr. Sewell signed this Agreement.
5. Except as specifically provided in Paragraph 2 herein (relating to the waiver of the 90-day waiting period for the Retirement Conversion Benefit), nothing in this Agreement shall be construed as waiving or otherwise exempting either of the parties from any administrative order, resolution, policy, or rule otherwise applicable nor shall anything in this Agreement be construed so as to confer upon Mr. Sewell any greater benefits, rights, or privileges than those that would be afforded to another employee leaving employment with the Commission under the same or similar circumstances. Mr. Sewell represents that to his knowledge there is no Commission administrative order, resolution, policy or rule that conflicts with this Agreement. In the event of any conflict between this Agreement and any administrative order, resolution, policy or rule of the Commission, the terms of this Agreement shall govern the rights of the parties.
6. In order to effectuate the terms of this Agreement, the parties agree to promptly execute all other necessary documentation. Mr. Sewell also agrees to immediately return all property of the Commission to the Director of Human Resources or her designee, including but not limited to computers, cell phones, iPads, county stationery, files, memoranda, legal opinions, books, keys and building access cards and warrants and represents that since being placed on administrative leave he has not personally engaged in or directed others to engage in the destruction of any County property including, but not limited to, documents, computer files or records and further agrees that he will not do so subsequent to the execution of this Agreement. The Commission agrees to provide reasonable cooperation and access to Mr. Sewell to enable him to retrieve all of his personal possessions from his office at the Commission.
7. The Commission and Mr. Sewell agree that the Commission is not obligated to make any other payments or to provide any other benefits whatsoever with respect to Mr. Sewell other than those generally available to persons during the period of Retirement Conversion Benefit pursuant to AO 92-8. The Commission and Mr. Sewell further agree that all payments relating to pension benefits shall be the responsibility of the General Retirement System, and not the Commission.

8. Mr. Sewell represents that he has taken no action prior to the date of execution of this Agreement that would compromise or waive the Commission's attorney-client privilege and agrees not to take any action or to perform any act that waives or may contribute to the waiver of the Commission's attorney-client privilege.

9. With the exception of the consideration received in this Agreement, the pension benefits referred to above and any of Mr. Sewell's and his covered dependents' health bills that are otherwise properly payable to health care service providers under the terms of the applicable group health plan, Mr. Sewell releases and waives all other rights and remedies for actions occurring on or before April 25, 2013 as follows:

(a) Mr. Sewell, for himself and his heirs, legal representatives, beneficiaries and assigns covenants and agrees to never institute any suit or action at law or in equity against the Commission (as broadly defined hereinabove) for any claim that Mr. Sewell may now have or may hereafter acquire relating directly or indirectly to his employment or job performance with the Commission, including, but not limited to, the evaluation of such activities by the Commission, his placement on Administrative Leave with Pay on April 8, 2013, any matters discussed at the April 12, 2013 meeting of the Administrative Services Committee of the Commission and the following Regular Meeting of the Commission on that same date, and the decision by the Commission to defer the vote on the Resolution.

(b) Mr. Sewell, in consideration of the benefits and payments described in this document, releases and discharges: (1) the Commission (as broadly defined hereinabove); (2) each of its respective current and former commissioners, officers, employees, agents, successors, and assigns; and (3) all employee benefit plans of the Commission or any of its current and former administrators, agents, and affiliates (collectively the "Released Parties") (the General Retirement System is not a Released Party) from any and all actions, causes of action, claims, allegations, demands, rights, obligations, liabilities; grievances, or charges, whether known or unknown, including but not limited to: (i) those arising out of, or relating to, Mr. Sewell's employment, separation of employment or concerning events that occurred during Mr. Sewell's employment with the Commission; (ii) for those claims that could be asserted by Mr. Sewell in a civil action; (iii) for harassment, discrimination, or retaliation based on age or any other protected status; (iv) for breach of express or implied contract, fraud, fraudulent inducement (including inducement to enter into this Agreement), intentional or negligent misrepresentation, whistle-blowing, defamation, conversion, invasion of privacy,, negligence, violation of public policy, interference with contractual, business or prospective relations, assault, battery, intentional or negligent infliction of emotional distress, negligent supervision, negligent hiring, unjust, enrichment, and any other common law cause of action, whether arising in contract or tort; (v) for back pay, front pay, benefits, attorneys' fees, emotional distress, pain and suffering, other compensatory damages of any type, or punitive or exemplary damages; (vi) for violations of Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1991, 42 CT.S.C. § 1981, the Employee Retirement Income Security Act, the Family and Medical Leave Act, the Fair Labor Standards Act, the Labor Management Relations Act, the Sarbanes-Oxley Act of 2002, the Alabama State Employees Protection Act, Ala. Code § 36-26A-1 et seq., or any claims under Alabama State or local laws, including all amendments to any of the aforementioned acts; and (vii) for violations of any other federal, state, or local laws, including but not limited to violations of any fair employment statutes or other law, rule, regulation, or ordinance pertaining to employment, wages, compensation, hours worked, or any other aspect of Mr. Sewell's relationship with the Commission.

(c) Mr. Sewell further agrees that, should any person or entity file or cause to be filed any civil action, suit, arbitration, administrative charge, or legal proceeding seeking equitable or monetary relief in connection with any aspect of Mr. Sewell's employment relationship with the Commission or any other matter relating to the claims released in this Paragraph, Mr. Sewell will not seek or accept any personal relief from or as the result of such civil action, suit,, arbitration, administrative charge, or legal proceeding. With regard to claims made hereafter by third parties against Mr. Sewell and/or the Commission relating directly or indirectly to Mr. Sewell's duties or the performance thereof prior to this Agreement, so long as Mr. Sewell provides the Commission and its legal counsel the cooperation needed to effectively defend against such claims, Mr. Sewell's rights, if any, to be defended, indemnified or otherwise supported by the Commission are not waived or released in this Agreement, but neither are any such rights created or expanded by this Agreement. Mr. Sewell's rights, if any, in any such circumstance of third party claims, shall be only the same as they would be in the situation of a Jefferson County employee who involuntarily retires. Provided, the Commission reserves its rights, authority and discretion, if any, under applicable law, rules, policies and past practice to determine whether such defense, support or indemnification is to be provided.

(d) Mr. Sewell agrees that this Agreement shall release the Commission (as broadly defined hereinabove) and Released Parties from liability to the fullest extent permitted by law and this Agreement is being entered into with the understanding that there are no unresolved claims of any nature that Mr. Sewell has against the Commission and Released Parties.

10. Mr. Sewell has the right to the consideration provided to him in this Agreement and has the right to enforce the terms of this Agreement including, but not limited to, Paragraphs 1, 2, 3, and 4, and has not released or waived any such rights by executing the release contained in Paragraph 9. Other than the consideration provided to Mr. Sewell in this Agreement, Mr. Sewell has relinquished, waived and released all other rights related to the Commission as the date of this Agreement.

11. Mr. Sewell agrees that, during the period of the Retirement Conversion Benefit, he will provide historical information or answer such questions as the person serving as the County Attorney may request from time to time, and provide correct information to said County

Attorney when Mr. Sewell's knowledge is needed, all in a timely fashion and at such reasonable times as may be mutually agreed. The Commission agrees to reimburse Mr. Sewell for all such direct pre-authorized (in writing) out-of-pocket expenditures that are incurred by him in performance of the foregoing.

12. This Agreement is not and cannot be construed as an admission by either party that it has acted wrongfully with respect to the other or that either party has any claim whatsoever against the other. This Agreement is governed by and is to be construed in accordance with the law of the State of Alabama. The provisions of this Agreement are severable and, if any part of it is found to be unenforceable in any action (or counterclaim) initiated by Mr. Sewell, the other Paragraphs and/or provisions shall remain fully valid and enforceable except that if the release of the Commission provided in Paragraph 9 is determined to be unenforceable in any action (or counterclaim) initiated by Mr. Sewell, then the entire Agreement is null and void and all compensation paid and benefits provided under Paragraphs 2 and 3 shall be repaid or returned to the Commission. In such an event, the Commission may adopt the Resolution without further notice to Mr. Sewell and recover from Mr. Sewell the entire Retirement Conversion Benefit. No provision of this Agreement may be modified, amended or revoked, except in a writing signed by Mr. Sewell and the Commission, pursuant to a duly adopted resolution (with respect to the Commission). This Agreement supersedes terminates and replaces any and all previous or contemporaneous written or oral agreements relating to Mr. Sewell's employment and employment cessation except as otherwise specifically provided herein. The parties expressly consent and agree that this Agreement shall be given full force and effect in accordance with each and all of its expressed terms and provisions, including those terms and provisions relating to unknown and/or unsuspected claims, demands and causes of action, if any, to the same effect as those terms and provisions relating to any other claims, demands and causes of action herein above specified.

13. The parties acknowledge that this Agreement is freely and voluntarily entered into and each party has had an opportunity to consult with an attorney or other advisor of that party's own choosing and at that party's cost. Mr. Sewell acknowledges and agrees that he has been given adequate time within which to consider this Agreement. Mr. Sewell acknowledges that he has had the opportunity to consult with an attorney of his choosing concerning his rights and the meaning of this Agreement and has done so.

Executed by and between the Jefferson County Commission and Jeffrey M. Sewell as of the date first written above.

Jefferson County Commission

Jeffrey M. Sewell

W. D. Carrington, President

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

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Apr-25-2013-270

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be and hereby is authorized to execute the Agreement to provide for Arc Flash engineering services at the Cahaba River WWTP between Jefferson County, Alabama and CDM Smith, Inc. with the cost not to exceed \$54,200.00.

AGREEMENT TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR  
Arc Flash Engineering Services at the Cahaba River WWTP

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

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

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

ARTICLE I – SCOPE OF WORK

CONSULTANT shall model the electrical distribution system and provide an arc flash study of the Cahaba River WWTP. The scope of this work is described in detail in Attachment A. (Attachments on file in the Minute Clerk's Office)

SECTION 1 – OBLIGATION OF CONSULTANT TO OWNER

The obligations of the CONSULTANT to the OWNER are outlined in detail in Attachment A. (on file in the Minute Clerk's office)

SECTION 2 – OBLIGATION OF OWNER TO THE CONSULTANT

It is understood that the OWNER will:

1. Furnish requirements for the project and provide full information as to its requirements for the project.

2. Assist the CONSULTANT by placing at their disposal all available information pertinent to the project, including previous reports and any other data relative to the project.
3. Designate a project manager to coordinate CONSULTANT's work and to assist as OWNER's representative with respect to the work to be performed under this AGREEMENT.
4. Examine studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the CONSULTANT and render decisions in writing pertaining thereto within a reasonable time so as not to delay the services of the CONSULTANT.
5. Guarantee legal access to and make all provisions for the CONSULTANT to enter upon public and private lands as required for the CONSULTANT to perform the work under this AGREEMENT.
6. Give prompt written notice to the CONSULTANT whenever the OWNER observer's or otherwise becomes aware of any defect in the project.
7. Assume all costs of archaeological and vegetative studies, if required.
8. Assume all costs of public hearings, if required.
9. OWNER will operate any plant equipment as necessary and reasonable to carry out the scope of work.

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

1. Conferences outlined in the scope of work will be held at the reasonable request of either the OWNER or the CONSULTANT to discuss matters pertinent to any phase of the project.
2. Requests for visits to the site may be made by the OWNER or the CONSULTANT in conjunction with any other party or parties.

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

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

#### ARTICLE III – PAYMENT

##### SECTION 1 – FEE

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

For the work contemplated under Article I, Section 1, compensation shall be computed on the basis of a Cost Not to Exceed amount to be paid based on man-hours and other expenses incurred at the schedule of standard charges attached as Attachment C. The contract shall include a maximum cost of fifty-four thousand and two hundred dollars (\$54,200.00) as further defined in Attachment B.

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

##### SECTION 2 – FINAL ACCEPTANCE

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

#### ARTICLE IV – MISCELLANEOUS PROVISIONS

##### SECTION 1 – CHANGES OF WORK

If, during the term of this AGREEMENT, additional services are required of the CONSULTANT other than those specified above or major changes in the work become necessary or desirable, the OWNER may order, in writing, the CONSULTANT to perform such services

or make such changes. If the CONSULTANT is of the opinion that the work he has been directed to perform is beyond the scope of this AGREEMENT and constitutes extra work, the CONSULTANT will, within ten (10) days, notify the OWNER in writing and receive approval from the OWNER prior to performing such work. In the event the OWNER determines that such work does constitute extra work, additional time for completion of contract may be given and payment for the additional work shall be negotiated by Supplemental Agreement prior to work being undertaken by the CONSULTANT. Likewise, during the term of this AGREEMENT, any service specified may be deleted and/or reduced at the discretion of the OWNER. If such deletion or reduction becomes desirable, the CONSULTANT will be given advance notice and an equitable reduction in the CONSULTANT'S fee or cost ceiling will be made on a proportionate basis.

#### SECTION 2 – OWNERSHIP OF ENGINEERING DOCUMENTS

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

#### SECTION 3 – CONSULTANT'S ENDORSEMENT

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

#### SECTION 4 - DELAYS AND EXTENSIONS

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

#### SECTION 5 – TERMINATION OR ABANDONMENT

1. The OWNER shall have the right to abandon this AGREEMENT or to amend the AGREEMENT at any time, and such action shall, in no event, be deemed a breach of contract.
2. The OWNER has the right to terminate this AGREEMENT at its sole discretion upon ten (10) days written notice to the CONSULTANT and make settlement with the CONSULTANT upon an equitable basis in accordance with the following. In determining the final compensation to the CONSULTANT, the OWNER shall apply the following:
  - A. No consideration will be given to profit which the CONSULTANT might have made on the uncompleted portion of the work.
  - B. If the AGREEMENT provides for a lump sum amount, final compensation to the CONSULTANT shall be determined by the OWNER establishing the percent of satisfactory work performed by the CONSULTANT prior to the termination of the AGREEMENT multiplied by the contract amount, less any payments previously made.
  - C. If the AGREEMENT does not provide a lump sum amount, final compensation to the CONSULTANT shall be determined by the OWNER confirming all reimbursable cost incurred for satisfactory work performed by the CONSULTANT prior to the termination of the AGREEMENT, less any payments previously made.

#### SECTION 6 – TERMINATION OF CONTRACT FOR BREACH

1. The Contract may be terminated by the OWNER for CONSULTANT's breach of any substantive provision of the Contract including, but not limited to, any of the following reasons:
  - A. Substantial evidence and belief that the progress being made by the CONSULTANT is insufficient to complete the Work within the specified time.
  - B. Deliberate failure on the part of the CONSULTANT to proceed with the Work when so instructed by the OWNER or to observe any requirement of these Specifications.
  - C. Failure on the part of the CONSULTANT to promptly make good any defects in the work that may be called to his attention by the OWNER.
  - D. In case the CONSULTANT becomes insolvent or is declared bankrupt, or allows any final legal judgment to stand against him unsatisfied, or shall make an assignment for the benefit of his creditors.
    1. Before the Contract is terminated, the CONSULTANT will first be notified in writing by the OWNER of the conditions which make termination of the Contract imminent. Fifteen (15) days after notice is given, if no effective effort has been made by the CONSULTANT to correct the conditions for which compliant is made, the OWNER may declare the Contract terminated and will notify the CONSULTANT accordingly.
2. Upon receipt of notice from the OWNER that the Contract has been terminated, the CONSULTANT shall immediately discontinue

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

SECTION 7 – CONTROVERSY

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

SECTION 8 – RESPONSIBILITY FOR CLAIMS AND LIABILITY

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

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

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

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

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

SECTION 9 - GENERAL COMPLIANCE WITH LAWS

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

SECTION 10 - SUBLETTING, ASSIGNMENT OR TRANSFER

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

SECTION 11 - EMPLOYMENT OF OWNER WORKERS

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

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

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

SECTION 12 – CONTROL

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

SECTION 13 - CONDITIONS AFFECTING WORK

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

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

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

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

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

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

SECTION 14 - GOVERNING LAW/DISPUTE RESOLUTION

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

ARTICLE V

SECTION 1 - EXECUTORY CLAUSE

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

ARTICLE VI

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures:

CONSULTANT on the \_\_\_\_ day of \_\_\_\_\_ 2013

JC Lan, P.E.

CDM Smith, Vice President

and the OWNER on the \_\_\_\_ day of \_\_\_\_\_ 2013.

RECOMMENDED:

Environmental Services Department

David Denard, Director of Environmental Services

APPROVED:

Jefferson County, Alabama

W.D. Carrington, President

Jefferson County, Commission

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

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Apr-25-2013-271

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be authorized to execute an agreement between Jefferson County, Alabama and the Alabama Department of Transportation for a permit agreement for the accommodation of utility facilities on public right-of-way for the construction of a 8inch gravity main sewer in U.S. Highway 11 in the City of Bessemer.

BE IT FURTHER RESOLVED that the President be authorized to execute an agreement between Jefferson County, Alabama and Howard Johnson - President, Holiday Bowl Fun Center for the construction of a sanitary sewer in the right-of-way of U.S. Highway 11 in the City of Bessemer, at no cost to the County.

ALABAMA DEPARTMENT OF TRANSPORTATION  
Permit Agreement for the Accommodation of Utility  
Facilities on Public Right-of-Way

Project Number:  
Permit No.  
P.E.  
R.O.W.  
Utilities  
Construction  
Maintenance Section  
Location of Accommodation: Milepost 124 to 125

THIS AGREEMENT is entered into this the day of , 20 \_\_\_\_\_, by and between the Alabama Department of Transportation acting by and through its Transportation Director hereinafter referred to as the STATE and JEFFERSON COUNTY, a Utility hereinafter referred to as the APPLICANT.

WITNESSETH

WHEREAS, the APPLICANT desires to have its facilities accommodated on public highway right-of-way In JEFFERSON County, Alabama, said project or maintenance section being designated as \_\_\_\_\_, and consisting approximately of the following:

approximately 45 linear feet of 8 inch diameter, Class 52 ductile iron sanitary sewer pipe in U.S. Highway 11 ROW in the City of Bessemer; and

WHEREAS, the STATE hereby grants to the APPLICANT approval to cross or locate its facilities on the public right-of-way at the location and in the manner hereinafter set forth:

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. The APPLICANT will install its facilities on public right-of-way in accordance with plans and specifications of the APPLICANT as approved by the STATE which plans and specifications are hereby made a part hereof by reference.
2. In the installation of facilities and performing work under this agreement, the APPLICANT will conform to the provisions of the latest edition of the Alabama Department of Transportation Utility Manual, which manual is of record in the Department of Transportation and is hereby a part hereof by reference.
3. The national Manual on Uniform Traffic Control Devices, latest edition, is hereby made a part hereof by reference and will be conformed to as the provisions thereof are applicable to such work. Such Manual is of record in the Alabama Department of Transportation at the execution of this Agreement.
4. The Clean Water Act, 1987 and the Alabama Nonpoint Source Management Program, 1989 are hereby made a part hereof by reference and will be conformed to by the APPLICANT as the provisions thereof are applicable hereto.

The APPLICANT will conform to the regulations of the Environmental Protection Agency (EPA) and of the Alabama Department of Environmental Management (ADEM), latest edition, for both installation and maintenance of such facilities.

5. If hazardous materials, wastes, substances, or as otherwise defined by Code of Alabama § 6-5-332.1 (a)(2) (1993 Repl. Vol.) are encountered in the execution of this Agreement it will be the responsibility of the APPLICANT to notify the proper agency responsible for said hazardous materials and to comply with any and all environmental regulations as established by the Environmental Protection Agency (EPA), Alabama Department of Environmental Management (ADEM), and of the Occupational Safety and Health Administration (OSHA) in the proper disposition of the hazardous materials encountered.

6. The APPLICANT will file with the STATE an acceptable certified check or bond in the penal amount of \$20,000 to guarantee the faithful performance of this permit contract in its entirety. Upon satisfactory completion and acceptance of all work provided for in this permit contract, the check or bond, as applicable, will be returned to the APPLICANT; otherwise, the proceeds from the check, or any amount received by the STATE as a result of the bond, will be applied to complete and fulfill the permit contract terms.

7. The APPLICANT will protect, defend, indemnify, and hold harmless the State of Alabama, The Alabama Department of Transportation, the officials, officers, and employees, in both their official and individual capacities, and their agents and/or assigns, from and against any and all actions, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of or connected with the work performed under this Permit, and/or the APPLICANT's failure to comply with all applicable laws or regulations.

8. Reimbursement for future relocations of the APPLICANT'S facilities will be in accordance with State law in effect at the time such relocations are made.

9. The APPLICANT will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability ( in accordance with Alabama and/or Federal law) of the APPLICANT, its agents, servants, employees or facilities.

10. The STATE in executing this Agreement does not in any way assume the responsibility for the maintenance of the facilities of the APPLICANT, nor the responsibility for any damage to the facilities caused by third parties.

11. The APPLICANT will have a copy of this Agreement on the project site at all times while said work is being performed.

12. Nothing contained in this Permit Agreement, nor the issuance or receipt thereof, shall be construed to alter or affect the title of the STATE to the public right-of-way nor to increase, decrease or modify in any way the rights of the APPLICANT provided by law with respect to the construction, operation or maintenance of its facilities on the public right-of-way.

13. The installation of the facilities and related work covered by this Agreement shall be completed within one year from the date shown on this Agreement, otherwise this Agreement becomes null and void. Once work is begun the APPLICANT shall pursue the work continuously and diligently until completion.

14. The APPLICANT will perform or cause to be performed the work applied for in this permit contract and will restore the highway and all right-of-way in the work area in as good condition as the same was prior to the work and will maintain the accomplished work and highway work area in a condition satisfactory to the Alabama Department of Transportation for a period of one year from acceptance by the Department of the completion of work applied for by APPLICANT.

15. The Applicant must provide a copy of the Notice of Registration (NOR) Received issued by ADEM upon receipt of the applicant's Notice of Registration. This will assure compliance with Phase II of stormwater construction requirements. In the event a NOR is not required, Applicant must submit to ALDOT a Best Management Practices (BMP) plan to control sediment run-off.

16. In the event that ALDOT is issued a citation or any other enforcement document by ADEM/EPA for failure to comply with applicable requirements, it shall be the responsibility of the applicant to bring all BMPs into compliance and to pay for any fines, assessments, etc. that may be issued to ALDOT by ADEM/EPA.

17. The APPLICANT stipulates that the specific use of these facilities located upon public right-of-way is \_\_\_\_\_.

APPLICANT further stipulates that should this specific use change at any time in the future that the APPLICANT will notify the STATE immediately of the change.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, officials and persons thereunto duly authorized, to be effective on the day and year first above stated.

WITNESS: Environmental Service Department  
W. D. Carrington, President  
Jefferson County Commission

RECOMMENDED FOR APPROVAL:

District Manager & Date

Division Engineer & Date

ALABAMA DEPARTMENT OF TRANSPORTATION ACTING BY AND THROUGH ITS TRANSPORTATION DIRECTOR

By: \_\_\_\_\_

Maintenance Engineer / Division Engineer

AGREEMENT

This Agreement entered into this 21<sup>st</sup> day of March, 2013 by and between Jefferson County, Alabama (hereinafter referred to as Jefferson County) and Holiday Bowl Fun Center (hereinafter referred to as Owner).

WITNESSETH:

WHEREAS, Owner proposes to install certain sanitary sewer facilities crossing perpendicular to U.S. Highway 11 near the intersection with Brewer Drive; and

WHEREAS, the State of Alabama Department of Transportation (hereinafter "ALDOT") owns or controls the property (hereinafter "state property") and will not authorize Owner to perform such installation but will authorize Jefferson County to install the same; and

WHEREAS, Owner has requested Jefferson County to enter into an Agreement with ALDOT providing for Jefferson County to perform such installation upon the stipulation, that the Owner would actually perform such installation and would indemnify and hold harmless Jefferson County with respect to Owner's performance thereof.

IN CONSIDERATION OF THE PREMISES, the parties agree as follows:

1. The purpose of this subject sanitary sewer installation is to provide sewer services and other related benefits to property owned or controlled by Owner (hereinafter "Owner's Benefitted Property") (described on Exhibit B, attached hereto) and Owner hereby acknowledges such benefits as full consideration for all of Owner's obligations herein.
2. Jefferson County shall enter into an Agreement with ALDOT ("ALDOT Agreement") for providing for installation of a 8 inch gravity main sewer connecting to an existing Jefferson County sanitary sewer crossing perpendicular to U.S. Highway 11 near the intersection with Brewer Drive, which drains to the Valley Creek sewer system, copy of the ALDOT Agreement is attached hereto as Exhibit A to this Agreement.
3. Owner hereby acknowledges the satisfactory performance by Jefferson County of Paragraph 2 above. Owner shall do and perform each requirement imposed upon the Jefferson County Commission by the ALDOT Agreement (Exhibit A). Further, Owner hereby agrees to indemnify and hold harmless and defend the Jefferson County Commission, Jefferson County, Alabama, its elected officials and employees from and against any claims, suits, cost, expenses including attorneys fees, loss or damage in any way arising out of the performance or failure of performance of the ALDOT Agreement (Exhibit A) and this Agreement.
4. Owner and Jefferson County agree that this Agreement shall be automatically amended to include any amendment made to the ALDOT Agreement (Exhibit A) by said ALDOT.
5. The term of this Agreement shall continue so long as any obligation of any nature whatsoever of Jefferson County exists by reason of the ALDOT Agreement (Exhibit A) also including any future amendments that may be made by ALDOT.
6. In the event that the State of Alabama and/or ALDOT requires Jefferson County to maintain, repair or otherwise service any sewer facilities whatsoever serving Owner's benefitted property pursuant to the ALDOT Agreement, the Owner (successors and assigns) agrees to reimburse Jefferson County for the cost of any such work. It should be noted, sanitary sewer service lines (4 inch and 6 inch located between the existing County sanitary sewer main and structure) are not maintained by Jefferson County and as such they are the sole responsibility of the Owner to maintain.
7. Sanitary sewer mains (8 inch and larger) or manholes that are installed or modified must, per County regulations, have a one year warranty by the contractor responsible for said installation or modifications. After said warranty period has expired, the sanitary sewer mains and/or manholes will be the responsibility of the County to maintain with the exception being any damages that may be caused by the property owner and/or their contractor in which said property owner would then be responsible for said repairs that must conform to County regulations.
8. This Agreement and all terms, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of Jefferson County and Owner and Owner's successors and assigns.

Provided further, the Owner's obligations set forth herein shall be a covenant and attached to the Owner's land which benefits from this Agreement and shall run with the land and obligate all such successors and assigns of Owner.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers this 21<sup>st</sup> day of March, 2013.

Holiday Bowl Fun Center  
Howard Johnson, President

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

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

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Apr-25-2013-272

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Employment Agreement between Jefferson County, Alabama and The Ike Gulas Law Firm, P.C. to recover damages as a result of the Deepwater Horizon Oil Spill.

EMPLOYMENT AGREEMENT

BP OIL SPILL - MDL 2179

The undersigned client employs THE IKE GULAS LAW FIRM, P.C. as his/her/its attorneys at law, to recover damages as a result

of the Deepwater Horizon Oil Spill and agrees to give said attorneys for their services, a sum equal to fifteen percent (15%) of all sums received or recovered. It is understood that the expenses necessarily incurred by said attorneys in the investigation and preparation of this claim are to be deducted from the gross amount received or recovered. However, there will be no charges for said expenses if nothing is recovered.

It is further understood that THE IKE GULAS LAW FIRM, P.C. may associate another attorney or attorneys to aid or assist them in the pursuit of this claim. The attorneys have made no promise or guarantee about the outcome of claim(s) covered by this agreement. The attorneys have the right to cancel this agreement if, after investigation, the attorneys believe the claims are of limited merit. Cancellation will be effected by certified mail to the client at the address listed below.

I do further hereby constitute and appoint attorneys and/or their designees to do any and all acts that in their judgment may be reasonable and necessary in the handling of my claim, the same as though such acts were actually performed by me.

**ATTORNEYS AGREE TO CHARGE NOTHING FOR THEIR SERVICES  
IF NOTHING IS RECEIVED OR RECOVERED.**

Signed this the 25<sup>th</sup> day of April, 2013

CLIENT: Jefferson County, Alabama

Address: 716 North Richard Arrington, Jr. Blvd., Birmingham, AL 35203

Phone: (205) 325-5503

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

**JEFFERSON COUNTY COMMISSION**

**Finance Department**

**Unusual Demands**

**4/25/2013**

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	Doc No
DISTRICT 1	1000193	JEFFERSON CO TREASURER	STAMPS FOR SEWER BILLING MAILOUT	GEN SVCS: ADMINISTRATION	4.60	1900069612
*DISTRICT 1					4.60	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PVC PIPE, COUPLING PARTS, OTTER BOX, KEYS (BESS)	R&T: HIGHWAY MAINT-BESS	70.22	1900069743
DISTRICT 2	1000193	JEFFERSON CO TREASURER	WHEEL LIFT & ROLLER, FUEL PACK, GERMEX (KETONA)	R&T: HIGHWAY MAINT-KETONA	202.09	1900069760
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH:COM DEV -TRAVEL REFUND (C. DANIELS)	COMMUNITY DEVELOPMENT	1.22	1900069768
DISTRICT 2	1028786	MELANIE O JONES GAMBLE	MILEAGE REIMBURSEMENT FOR JAN. 2013-SHIP	SENIOR CITIZEN SERVICES	97.20	1900068840
*DISTRICT 2					370.73	
DISTRICT 3	1000193	JEFFERSON CO TREASURER	COMPUTER PARTS	INFO TECH: TECHNICAL SER	119.98	1900069705
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REVENUE-REIMB. MILEAGE-ENFORCEMENT EXAMINERS	REVENUE	108.95	1900069659
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REVENUE-REIMB. MILEAGE-ENFORCEMENT EXAMINERS	REVENUE	162.01	1900069662
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REVENUE-REIMB. POSTAGE-BHAM(TITLE APP) 75.60	REVENUE	75.60	1900069663
DISTRICT 3	1000193	JEFFERSON CO TREASURER	LEDGER BOOK, INK, PAPER	SHERIFF ENFORCE-BIRMINGHAM	83.96	1900069675
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REVENUE-REIMB. MILEAGE-ENFORCEMENT EXAMINERS	REVENUE	126.77	1900069660
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REVENUE-REIMB. MILEAGE-ENFORCEMENT EXAMINERS	REVENUE	115.03	1900069661
DISTRICT 3	1000193	JEFFERSON CO TREASURER	COMPUTER PARTS	INFO TECH: TECHNICAL SER	210.96	1900069686
DISTRICT 3	1000193	JEFFERSON CO TREASURER	USB MICROPHONE - MCALLISTER	BD OF EQUAL - BHAM STATE	19.99	1900069769
DISTRICT 3	1001046	BUREAU OF NATL AFFAIRS INC	10876468/CUST #228057 PYYROLL LIBRARY ON CD	PAYROLL	2,436.00	1900069656
DISTRICT 3	1002879	DIGITAL ASSURANCE	PROFESSIONAL SERVICES	FINANCE ADMINISTRATION	1,500.00	1900069703
*DISTRICT 3					4,959.25	
DISTRICT 4	1029723	FRED BERRY	SR REIMBURSEMENT - FRED BERRY	EMA	4,000.00	1900069765
DISTRICT 4	1030706	SHADRACH N CAMPBELL	SR REIMBURSEMENT - SHADRACH CAMPBELL	EMA	3,971.25	1900069766
DISTRICT 4	1030799	DANNY & NORMA BECK	SR REIMBURSEMENT - DANNY & NORMA BECK	EMA	4,000.00	1900069767
DISTRICT 4	1031101	DAWN DIXON	REFUND Z-2013-013 WITHDRAWN	LAND DEVELOPMENT	200.00	1900069797
DISTRICT 4	1031102	CHASE TUCKER	PERMIT 120678M - OWNER NOT TO DO THE WORK.	INSPECTION SERVICES	330.00	1900069864
*DISTRICT 4					12,501.25	
DISTRICT 5	1000193	JEFFERSON CO TREASURER	REFRESHMENT FOR SUPER'SMTG;POSTAGE;KEY;DUES;OIL;	ES: FIVE MILE CREEK WWTP	279.38	1900069712
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PLTD COND CLAMP	ES: CAHABA RIVER WWTP	15.13	1900069264
DISTRICT 5	1000193	JEFFERSON CO TREASURER	MICROWAVE, FIRST AID SUPPLIES, SIGNS, KEYS	ES: VILLAGE CREEK WWTP	440.20	1900069213
DISTRICT 5	1000193	JEFFERSON CO TREASURER	HOSE ASSEMBLE	ES: CAHABA RIVER WWTP	50.70	1900069278
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PLASTIC BOTTLES, FLAGS	ES: VILLAGE CREEK WWTP	261.75	1900069217
DISTRICT 5	1000193	JEFFERSON CO TREASURER	T-30 ALLSEASON SELECT OIL	ES: CAHABA RIVER WWTP	44.00	1900069276
DISTRICT 5	1000193	JEFFERSON CO TREASURER	OIL AND PARTS	ES: CAHABA RIVER WWTP	7.80	1900069633
DISTRICT 5	1000193	JEFFERSON CO TREASURER	EXECUTIVE CHARIS,BURGURY;	ES: FIVE MILE CREEK WWTP	353.08	1900069651
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PRINTER;KEYS & LOCKS;LITE;	ES: VILLAGE ELECTRICAL SHOP	353.50	1900069682
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SWITCH;CAPSCREWS;O-RINGS;DIODE;ADAPTORS;	ES: FIVE MILE MAINT SHOP	86.62	1900069652
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SHOP SUPPLIES	ES: CAHABA RIVER WWTP	15.04	1900069621
DISTRICT 5	1000193	JEFFERSON CO TREASURER	WASHERS	ES: CAHABA RIVER WWTP	10.16	1900069632
DISTRICT 5	1000193	JEFFERSON CO TREASURER	AIR FILTER	ES: CAHABA RIVER WWTP	10.64	1900069634
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BOTTLES, HOSE	ES: TRUSSVILLE WWTP	185.00	1900069693
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CONVERTER;ACETYLENE;	ES: VILLAGE ELECTRICAL SHOP	283.88	1900069683
DISTRICT 5	1000193	JEFFERSON CO TREASURER	USED PERSONAL VEHICLE TO ANSWER ALARM AT LEEDS	ES: LEEDS WWTP	20.66	1900069692
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BALL VALVE,BUSHINGS,HYD FILTER,QUIKRETE,SHACKLES,	ES: PACKAGE WWTP & PUMP STA	154.14	1900069725
DISTRICT 5	1000193	JEFFERSON CO TREASURER	TRAVEL REFUND DUE EMPLOYEE-BRIAN ROHLING	ES: SANITATION ADMIN	24.48	1900069778
DISTRICT 5	1003343	JIMMIE HALE MISSION	EASEMENT-4517 DECATUR HWY/2837 DECATUR HWY	ES: SANITATION ADMIN	500.00	1900069764
DISTRICT 5	1031089	MARGARET HAYDEN	SEWER EASEMENT, CORRIDOR X, TRACTS 53B,53D,53G,53I	ES: SANITATION ADMIN	1,000.00	1900069863
*DISTRICT 5					4,096.16	
**					<b>21,931.99</b>	

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

Apr-25-2013-273

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 04/02/13 - 04/08/13

1. EMERGENCY MANAGEMENT AGENCY (EMA) FROM TEKLINKS, BIRMINGHAM, AL, TO PURCHASE CISCO 2911 VOICE BUNDLE. SAP PURCHASE ORDER # 2000072231 \$10,751.48 TOTAL REF: QUOTE # AAAQ57379
2. ALL JEFFERSON COUNTY DEPARTMENTS FROM AUCTIONEER SERVICES, COLUMBUS, GA, CONTRACT RENEWAL TO PROVIDE AUCTIONEER SERVICES FOR THE PERIOD OF 4:15/13 - 4/14/14. SCHEDULED FOR REBID IN FY2014. PURCHASES WILL BE ON AN AS NEEDED BASIS. REFERENCE BID # 103-11
3. ENVIRONMENTAL SERVICES: VILLAGE ELECTRICAL SHOP FROM MAYER ELECTRIC, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO OPEN PURCHASE ORDER FOR ELECTRICAL SUPPLIES, AND FOR HAZEN AND SAWYER ON AN AS NEEDED BASIS FOR THE PERIOD OF 6/12/12 - 6/11/13. SAP PURCHASE ORDER # 2000068219  
CHANGE ORDER \$15,000.00 REFERENCE BID # 92-10 PURCHASE ORDER \$35,000.00 TOTAL
4. ENVIRONMENTAL SERVICES: VILLAGE ELECTRICAL SHOP FROM JASPER ELECTRIC MOTOR, JASPER, AL, CHANGE ORDER TO ADD FUNDS TO OPEN PURCHASE ORDER FOR LARGE MOTOR REPAIRS, AND FOR HAZEN, AND SAWYER ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/01/12 - 9/30/13. SAP PURCHASE ORDER # 2000068457  
CHANGE ORDER \$ 40,000.00 REFERENCE BID # 131-12 PURCHASE ORDER \$100,000.00 TOTAL
5. COMMUNITY AND ECONOMIC DEVELOPMENT FROM S&W CONSTRUCTION LLC, REMLAP, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR HOUSING REHABILITATION FOR BEVERLY GEORGE.  
SAP PURCHASE ORDER # 2000070830 CHANGE ORDER \$1,500.00 REFERENCE BID # 1-13-1  
PURCHASE ORDER \$5,850.00 TOTAL (COMMUNITY DEVELOPMENT)

For Week of 04/09/13 - 04/15/13

1. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM GCR TRUCK TIRE CENTER, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING NON-CONTRACT PURCHASE ORDER TO PAY INVOICES FOR PARTS AND REPAIRS FOR THE PERIOD OF 10/01/13 - 9/30/14. SAP PURCHASE ORDER # 2000068288  
CHANGE ORDER \$20,000.00 PURCHASE ORDER \$95,000.00 TOTAL
2. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM WINGFOOT COMMERCIAL TIRE, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING NON-CONTRACT PURCHASE ORDER TO PAY INVOICES FOR PARTS AND REPAIRS FOR THE PERIOD OF 10/01/13 - 9/30/14. SAP PURCHASE ORDER # 2000068291  
CHANGE ORDER \$ 40,000.00 PURCHASE ORDER \$165,000.00 TOTAL
3. GENERAL SERVICE - ADMINISTRATION FROM SOUTHERN BUILDING MAINTENANCE, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO PURCHASE ORDER TO ADD PORTER SERVICES TO CENTER POINT MULTI-SERVICE FACILITY BEGINNING MAY 6, 2013. CONTRACT PERIOD: 1/01/13 - 9/30/13. SAP PURCHASE ORDER # 2000069929  
CHANGE ORDER \$ 5,670.00 REFERENCE BID # 23-13 PURCHASE ORDER \$259,629.00 TOTAL
4. COOPER GREEN MERCY HEALTH SERVICES FROM QUALITY PLUS MEDICAL, PELHAM, AL, CHANGE ORDER TO PAY OPEN INVOICES FOR HOME OXYGEN FOR CGMHS FOR THE PERIOD OF 10/01/12 - 9/30/13.  
SAP PURCHASE ORDER # 2000070895 CHANGE ORDER \$33,000.00 REFERENCE BID # 4-13  
PURCHASE ORDER \$50,000.00 TOTAL
5. COMMUNITY AND ECONOMIC DEVELOPMENT FROM JONES VALLEY INDUSTRIAL CONSTRUCTION, LLC, PELHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR HOUSING REHABILITATION FOR COLLEEN ZORN. SAP PURCHASE ORDER # 2000070979 CHANGE ORDER \$ 955.00  
REF BID # 1-13-1 (COMMUNITY DEVELOPMENT) PURCHASE ORDER \$12,973.00 TOTAL
6. BOARD OF EQUALIZATION FROM LONG LEWIS FORD OF THE SHOALS, MUSCLE SHOALS, AL, TO PURCHASE FOUR (4) 2013 FORD ESCAPES SE 4 WHEEL DRIVE. CONTRACT PERIOD: 4/01/13 - 3 /31/14.  
SAP PURCHASE ORDER # 2000072158 \$92,938.00 TOTAL REFERENCE BID # 74-13
7. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM BEN ATKINSON MOTORS INCORPORATED, TALLASSEE, AL, TO PURCHASE 2013 FORD EXPLORER 4WD, MID-SIZE SUV, SEVEN (7) PASSENGER.  
SAP PURCHASE ORDER # 2000072230 \$26,076.00 TOTAL  
STATE OF ALABAMA CONTRACT # 4012411, T19 1A
8. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM NAPHEIDE TRUCK EQUIPMENT COMPANY

(MIDSOUTH) (FORMERLY WORKTRUX LLC), BIRMINGHAM, AL, TO PURCHASE ONE (1) BLACK 2013 FLAT BED DUMP/WORK BODY. SAP PURCHASE ORDER # 2000072308 \$20,595.00 TOTAL  
STATE OF ALABAMA CONTRACT # 4012537, T195

9. GENERAL SERVICES FROM DOWDY & ASSOCIATES, BIRMINGHAM, AL, TO AWARD BID FOR VARIABLE FREQUENCY DRIVE PURCHASES ON AN AS NEEDED BASIS FOR A THREE-YEAR PERIOD, 4/01/13 - 3/31/16. PRICES ARE TO REMAIN FIRM THROUGHOUT THE TERM. REFERENCE BID # 75-13
10. GENERAL SERVICES FROM DOWDY & ASSOCIATES, BIRMINGHAM, AL, TO PURCHASE VARIABLE FREQUENCY DRIVES. SAP PURCHASE ORDER # 2000072474 \$38,177.00 TOTAL REFERENCE BID # 75-13
11. JEFFERSON COUNTY DEPARTMENTS AND PACA MEMBERS FROM MCCAIN UNIFORMS, BIRMINGHAM, AL, TO EXTEND CONTRACT FOR NINETY (90) DAYS UNTIL A NEW CONTRACT IS IN PLACE. BID IS BEING DEVELOPED. REFERENCE BID # 101-10 CURRENT PERIOD: 5/04/12 - 5/03/13 EXTENDED PERIOD: 5/04/13 - 7/03/13

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

Apr-25-2013-274

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE FOLLOWING EXCEPTIONS REPORT FILED BY THE PURCHASING DIVISION BE, AND THE SAME HEREBY IS APPROVED.

For Week of 04/09/13 - 04/15/13

1. EXCEPTION FOR COOPER GREEN MERCY HEALTH SERVICES: ADMINISTRATION FROM BIRMINGHAM REGIONAL EMS SYSTEM, BIRMINGHAM, AL, TO PAY PAST DUE INVOICES TO COVER TRAUMA COMMUNICATION SERVICES RUNNING FROM OCTOBER 2011 - DECEMBER, 2012. (INVOICE #'s: 11-590, 11-618, 11-679.12-007, 12-054, 11-490, 12-119, 12-427, 12-188, 12-269, 12-511, 12-652, 12-575). SAP PURCHASE ORDER # 2000070599 \$10,000.00 TOTAL

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

Apr-25-2013-275

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Encumbrance Report for the week of 4/2/13 - 4/8/13 and 4/9/13 - 4/15/13, be and hereby is approved.

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

Apr-25-2013-276

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission does hereby ratify the credit card statement of 1/26/13 - 2/22/13.

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

STAFF DEVELOPMENT

Multiple Staff Development

Family Court - 10 participants

Beverly Alldredge, Damian Hillary, Dan Sudd, \$200.00  
Georgia Brennan, Toni Richardson, Tiffany Roper  
Susan Moon, Rebecca Snoddy, Ken McMullen & Kim McAdory

Alabama Gang Investigators Assn. Pelham, AL – May 1-2, 2013	
Family Court - 3 participants Jerry Key, Cynthia Bunton-Fraizier & Tiffany Roper Alabama Council of Mental Health Boards Birmingham, AL – May 8-9, 2013	\$525.00
Revenue - 2 participants Lisa McGouch Paula Mitchell Certified Revenue Examiner Program Hoover, AL – May 1-3, 2013	\$225.00 \$225.00
Sheriff's Office - 2 participants Vince Gilham Michael Lewis Traffic Homicide Investigation Birmingham, AL – August 5-16, 2013	\$300.00 \$300.00
Individual Staff Development	
Community Development Frederick Hamilton Business Services Summit sponsored by U. S. Dept. of Labor Atlanta, GA – May 8-10, 2013	(grant funds) \$602.02
Family Court Joy Handley Juvenile Sex Offender Management Conference San Antonio, TX – June 2-8, 2013	\$1,050.28
Family Court Toni Richardson HOPE Seminar Anniston, AL – May 10, 2013	\$45.00
General Services Steven Terry Institutional Locksmith Education & Security of Alabama Atlanta, GA – May 19-24, 2013	\$1,815.25
Inspection Services William Mullins 2013 Annual Education Conference of the Code Officials Assn. of Alabama Orange Beach, AL – May 13-16, 2013	\$1,023.72
Revenue Edgar Woodis Tax Audit Atlanta, GA – July 21-26, 2013	\$989.60
Tax Assessor - Birmingham Persephone Golson AL III Basic Mapping Montgomery, AL – April 16-19, 2013	(State funds) \$753.39
For Information Only	
Personnel Board Robert Groce Lawson Process Flow Standard & Integration Alpharetta, GA – May 12-17, 2013	\$5,295.80
Personnel Board Peter Blank ASTD 2013 International Conference Dallas, TX – May 18-22, 2013	\$1,077.66
Personnel Board James Tornabene IPAC 2013 Conference Columbus, OH – July 20-25, 2013	\$747.98

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

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BUDGET TRANSACTIONS

Position Changes and/or Revenue Changes

1. Probate Court \$163,700

Increase expenditure and revenue budgets to purchase 200 voting booths costing \$818.50 each including shipping. Jefferson County Commission will be reimbursed by the State of Alabama - Part II HAVA Grant funds.

2. Emergency Management Agency \$462.50

Increase revenue and expenditures to record a reimbursement from Explorer 209 for items purchased at a state surplus.

Other Budget Transactions

3. County Attorney \$7,430

Shift funds from other professional services and add purchasing memorandum to purchase a copier.

4. Tax Assessor - Birmingham \$27,238

Add purchasing memorandum to purchase a heavy duty copier/plotter, Océ TD750 multi-function system.

5. General Services \$34,625

Shift funds to cover cost of video equipment for Birmingham Courthouse.

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

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Apr-25-2013-277

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 En Pointe Technologies Sales, Inc. to provide VMWare maintenance and support which will amend the scope of work, amend term of agreement and amend compensation in the amount of \$24,872.38.

CONTRACT NO.: 00003409

Contract Amendment No. 2

This Amendment to Contract entered into the 1<sup>st</sup> day of March 2013, between Jefferson County, Alabama, hereinafter referred to as "the County, and En Pointe Technologies Sales Inc., hereinafter referred to as the "Contractor" to provide VMWare Maintenance and Support.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

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

This contract results from Jefferson County's request for Bid No. 1-11. The original contract between the parties referenced above, which was approved by the Commission on April 12, 2011 and recorded in MB 161, Page(s) 462 - 464; amendment I approved by Commission February 14, 2012, MB 162, Pages (s) 584-585 is hereby amended as follows (reference quote number 30046235-R:03DEC12 01:01:33):

Item 2. Amend Scope of Services as shown below:

Item 3. Amend Term of Contract as stated below:

Item 7. Amend Compensation at cost shown.

CONTRACT PERIOD 4/14/13 TO 4/13 /14

PART NO.	DESCRIPTION	QUANTITY	UNIT PRICE	ANNUAL PRICE
WS-G-SSS-C	Basic Support Coverage VMWare Workstation 9 for Linux and Windows, ESD	1	52.00	52.00
VS5-ENT-P-SSS-C	Production Support Coverage Vmware vSphere 5 Enterprise for 1 processor	22	719.00	15,818.00

VCS5-STD-P-SSS-C Production Support Coverage Vmware vCenter Server 5 Standard for vSphere 5 (Per Instance)	1	1,249.00	1,249.00
		Total	\$17,119.00

CONTRACT PERIOD 5/21/13 TO 4/13/14

PART NO.	DESCRIPTION	QUANTITY	UNIT PRICE	ANNUAL PRICE
VS5-ENT-P- SSS-C	Production Support Coverage Vmware vSphere 5 Enterprise for 1 processor	12	719.00	\$7,753.38
			Grand Total	\$24,872.38

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

Jefferson County Commission

W. D. Carrington, President

Contractor

Wasi Ahmed, Director of Operations

EnPointe Technolgies Sales, Inc.

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

Apr-25-2013-278

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 1 to the Agreement between Jefferson County, Alabama and Teklinks, Inc. to provide maintenance and support for EMC DiskXtender for the period March 20, 2013 - March 19, 2014 in the amount of \$11,176.51.

CONTRACT NO. 00003484

Contract Amendment No. I

This Amendment to Contract entered into the 15<sup>th</sup> day of March 2013, between Jefferson County, Alabama, hereinafter referred to as "the County, and Teklinks Inc., hereinafter referred to as the "Contractor" to provide maintenance/ support for EMC DiskXtender 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 February 14, 2012; minute book 162, pages(s) 589-591 is hereby amended as follows:

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:

Contract term March 20, 2013 through March 19, 2014.

7. COMPENSATION:

Contractor shall be compensated in an amount not to exceed \$11,176.51.

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

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

Jefferson County Commission

Teklinks, Inc.

James Fisher , Coprate Account Manager

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

Apr-25-2013-279

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 1 to the Agreement between Jefferson County, Alabama and MW/Davis Dumas & Associates, Inc. for boiler replacement at the Tom Gloor

Building which will increase compensation by \$8,000 to a total of \$34,000 to cover increase in scope of work.

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT

Amendment No. 1 to the Professional Services Contract between the Jefferson County Commission, through the General Services Department, and MW/Davis Dumas & Associates, Inc., increases the cost of the Professional Services contract dated December 3, 2012, and approved by Jefferson County Commission on January 17, 2013, MB 164, pages 295-296 by the amount of Eight Thousand and no/100 (\$8,000). The new contract total for the Tom Gloor Building Boiler Replacement Thirty-Four Thousand and no/ 100 (\$34,000). This increase is to cover the increase in the scope of work to include front end documents, bid and advertisements for this project.

IN WITNESS WHERE OF, the parties have executed this agreement the day of 25<sup>th</sup> day of April, 2013.

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President, Jefferson County Commission

CONSULTANT

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

\_\_\_\_\_  
Apr-25-2013-280

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 1 to the Agreement between Jefferson County, Alabama and MW/Davis Dumas & Associates, Inc. for boiler replacement at the Birmingham Courthouse which reduces compensation by \$8,000 to a total of \$22,000.

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT

Amendment No. 1 to the Professional Services Contract between the Jefferson County Commission, through the General Services Department, and MW/Davis Dumas & Associates, Inc., reduces the cost of the Professional Services contract dated July 19, 2012, and approved by Jefferson County Commission on August 14, 2012, MB 163, pages 431-432 by the amount of Eight Thousand and no/100 (\$8,000). The new contract total for the Courthouse Boiler Replacement Twenty-Two Thousand and no/ 100 (\$22,000).

IN WITNESS WHERE OF, the parties have executed this agreement the day of 25<sup>th</sup> day of April, 2013.

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President, Jefferson County Commission

CONSULTANT

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

\_\_\_\_\_  
Apr-25-2013-281

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, W. D. Carrington, be hereby authorized, empowered and directed to execute this modification to the agreement between Jefferson County, Alabama and Southeastern Sealcoating, Inc., for the Murphree Road Improvements Project (CDBG10-03K-U04-MRI) The modification shall increase the construction days from 60 to 120. All other terms and conditions shall remain the same. This project is from the 2010 program year.

AMENDMENT TO CONTRACT #1

This is an Amendment to the Contract by and between Jefferson County, Alabama through the Department of Community & Economic Development, hereinafter called "the County", and Southeastern Sealcoating, Inc., hereinafter called "the Contractor" for grant allocation PY10/FY13. The effective date of this Agreement shall be December 10, 2012.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

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

The contract between the parties which was approved by the Jefferson County Commission on December 10, 2012, in Minute Book 164, Page 221-222, is hereby amended as follows:

The purpose of this Modification is to increase the construction days from 60 to 120 for the Murphree Road Improvements Project (CDBG10-03K-U04-MRI). There shall be no additional cost associated with the increase.

JEFFERSON COUNTY, AL

W. D. Carrington, President

Jefferson County Commission

CONTRACTOR

\_\_\_\_\_, President

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

\_\_\_\_\_  
Apr-25-2013-282

WHEREAS, Robert L. Davis is in default of the first mortgage from Regions Bank and the second mortgage from Jefferson County under the Home Buyer Assistance Program; and

WHEREAS, Regions Bank desires to take foreclosure action against the above-referenced property; and

WHEREAS, Regions Bank, as servicing agent for Jefferson County, is prepared to represent Jefferson County in a second mortgage foreclosure; and

WHEREAS, it is in Jefferson County's interest that Regions Bank represent Jefferson County in this matter.

NOW, THEREFORE, BE IT RESOLVED by the County Commission of Jefferson County, Alabama that the Homebuyer Assistance Loan made to Robert L. Davis is in default and that Regions Bank is authorized to represent Jefferson County in concurrent foreclosure actions against Robert L. Davis at the above-referenced address.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the County Commission that the President of the County Commission is authorized to execute foreclosure documents related to this case.

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

\_\_\_\_\_  
Apr-25-2013-283

WHEREAS, Jefferson County, Alabama has undertaken a Housing Rehabilitation Grant Program in an effort to make emergency repairs and accessibility modifications to homes and thus preserve dwelling units occupied by low income families, and thereby facilitate and protect the health, safety and welfare of the residents of the Jefferson County Community Development Consortium Area; and

WHEREAS, Jefferson County's 2010 Five Year Consolidated Plan identifies the need for a housing program to assist very low, low and moderate income citizens in making emergency repairs and accessibility modifications to their residences; and

WHEREAS, the Housing Grant Program is a needed tool which enables Jefferson County to address critical health and safety housing emergencies in the homes of low income residents; and

WHEREAS, the critical nature of this program requires that cases be processed in the most expeditious manner possible; and

WHEREAS, all work shall be competitively bid in compliance with Alabama State Bid Law.

NOW, THEREFORE BE IT RESOLVED by the Jefferson County Commission that the CDBG Housing Grant Program and the CDBG-DR Housing Grant Program are hereby authorized in the form of rehabilitation construction grants in accordance with the Jefferson County Housing Rehabilitation Grant Program and the Community Development Office is authorized to process the same in accordance with the program. The grants will be funded from federal CDBG and CDBG-DR Housing Rehabilitation Grant funds.

BE IT FURTHER RESOLVED by Jefferson County Commission that the Purchasing Department is hereby pre-approved to process related expenditures immediately once the bids have been properly let for expenditures of \$5,000.00 and over and the C.F.O. be hereby authorized and directed to issue checks for construction rehabilitation grants for individual properties not to exceed \$30,000 per case from the Community Development Block Grant Program.

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

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Apr-25-2013-284

WHEREAS, Jefferson County has received approval from the Federal Emergency Management Agency (FEMA) for \$180,693.00 for a Community Safe Room project in the Oak Grove Community; and

WHEREAS, the federal share is \$135,519.00; and

WHEREAS, the local match in the amount of \$45,174.00 will be provided in the form of Cash and In Kind.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the Commission President is authorized to sign the Hazard Mitigation Grant 1971-620.

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

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Apr-25-2013-285

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the Trussville Senior Center Improvements Project (CD11-03A-M4-TSC), such bids having been opened on March 27, 2013, and listed as follows:

Contractor	Base Bid	Notation	Alt 1-6	Total Bid
Bennett Building Inc	\$153,000	(bid& alt adj)	\$63,009	\$216,009
Boatner Const Co.	\$221,000	none	\$35,628	\$256,628
Builder-Contractor	\$181,000	(\$2,500)	\$62,573	\$241,073
Richard-Sprouse Const	\$ 90,730	none	\$21,962	\$112,692
Syms Contractors Inc.	\$147,129	none	\$69,500	\$216,629

WHEREAS, after tabulation by the Formworks Architects 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 base bid amount of \$90,730.00 plus alternates 1-6 for a total bid amount of \$112,692.00

NOW THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, and be hereby is authorized, empowered and directed to award and execute an agreement for the construction of the Trussville Senior Center Improvements Project to Richard Sprouse Construction Inc., for the bid amount of \$90,730.00 plus Alternates 1 -6 for a total amount of One Hundred Twelve Thousand Six Hundred Ninety Two and 00/100 Dollars (\$112,692.00). This project will be funded with federal Community Development Block Grant Funds. This project is from the Program Year 2011.

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

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Communication was read from Roads & Transportation recommended the following;

1. Fultondale Gas Board to install 1,500' of 4" gas main on Rosemary Road and Sutherland Road in Mt. Olive.

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

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Apr-25-2013-286

BE IT RESOLVED, by the Jefferson County Commission as follows:

1. That the County enter into a supplemental agreement with the State of Alabama, acting by and through the Alabama Department of

Transportation for:

Acquisition Project titled the High Line Rail Trail Project CMAQ-RW12(900) [formally CMAQRW07()], to amend the October 15, 2007 Agreement, which is before this Council, to modify the funding in the original agreement and to apply agreed upon stipulations to that funding. All other and remaining provision the Agreement of October 15, 2007, shall remain the same.

- 2. That the Supplemental Agreement be executed in the name of the County, for and on behalf of the County Commission;
- 3. That the Agreement be attested by the County Administrator and the seal of the County affixed thereto.

BE IT FURTHER RESOLVED that upon the completion of the execution of the Agreement by all parties, that a copy of such agreement be kept on file by the County Administrator.

Passed, adopted and approved this 25<sup>th</sup> day of April, 2013.

ATTESTED:  
County Clerk

W. D. Carrington  
President, Jefferson County Commission

AGREEMENT BETWEEN THE STATE OF ALABAMA  
AND  
THE JEFFERSON COUNTY COMMISSION  
AND  
THE RED MOUNTAIN PARK COMMISSION  
Project CMAQ-RW12(900) [Formally CMAQ-RW07()  
High Line Rail Trail  
Jefferson County, Alabama  
Reference #100050385

SUPPLEMENTAL AGREEMENT NUMBER 2  
PART ONE: INTRODUCTION

THIS AGREEMENT is made and entered into by and between the State of Alabama, acting by and through the Alabama Department of Transportation, hereinafter referred to as STATE; the Jefferson County Commission hereinafter referred to as COUNTY; and the Red Mountain Park Commission hereinafter referred to as AGENCY, in cooperation with the United States Department of Transportation, Federal Highway Administration, hereinafter referred to as the FHWA; and

WHEREAS, the STATE and the COUNTY entered into an agreement for the acquisition of the abandoned U.S. Steel's High Line Railroad right of way extending from Milstead Road in Fairfield, Alabama, south through Midfield, Alabama, to Wenonah Road in Birmingham, Alabama, for development of a multi-use trail in Jefferson County, Alabama on the 15<sup>th</sup> day of October, 2007; and

WHEREAS, the STATE and the COUNTY desire to amend the Agreement entered into on the 15<sup>th</sup> day of October, 2007, by execution of this supplemental agreement.

NOW, THEREFORE, the parties hereto, for, and in consideration of the premises stated herein do hereby mutually promise, stipulate, and agree that the foregoing agreement between the parties dated October 15, 2007, be and the same is hereby amended in the following respects:

PART TWO: PROJECT PROVISIONS, Paragraph B, is hereby amended by substituting:

- B. Cost for the project will be financed, when eligible for federal participation, on the basis of 80 percent federal funds and 20 percent local funds. Funds will be available for obligation when allocation by FHWA is made and will be at the level prescribed by FHWA.
  - 1) Red Mountain Park Commission (or AGENCY) will provide the COUNTY with the 20% local match.
  - 2) The Fair Market Value (FMV) will be established by FHWA and the COUNTY, after the STATE has completed their review of the appraisals.
  - 3) If the final purchase price exceed \$1,050,000.00, the amount listed in the original agreement, the Birmingham MPO will need to approve the additional expenditure.
  - 4) Red Mountain Park Commission (AGENCY) will utilize any excess funds received over and above their original purchase price from US Steel and other costs incurred by the AGENCY, such as closing costs and appraisals, on other Federal- aid Park projects.

The estimated cost and participation by the various parties are as follows:

	Total Estimated Cost	Total Estimated Federal Funds	Estimated Local Funds
Right of Way Acquisition	\$1,760,000.00	\$1,408,000.00	\$ 352,000.00
Total	\$1,760,000.00	\$1,408,000.00	\$ 352,000.00

It is understood that the above is an estimate only, and in the event the final cost exceeds the estimate, the COUNTY will be responsible for its proportional share above noted. The project will commence upon execution of this agreement and upon written authorization to proceed from the STATE directed to the COUNTY. After obligation, these funds are available until expended.

Exhibits M and N are hereby attached to and made a part of this Agreement. All other and remaining provisions of the Agreement of October 15, 2007 shall remain the same.

IN WITNESS WHEREOF, the parties hereto cause this Agreement to be executed by those officers, officials and persons thereunto duly authorized, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of the approval of the Governor of Alabama.

ATTEST:

County Clerk

ATTEST:

Secretary/Treasurer (Signature)

APPROVED AS TO FORM:

Jim R. Ippolito, Jr. , Chief Counsel

Alabama Department of Transportation

RECOMMENDED FOR APPROVAL:

Brian C. Davis, Division Engineer

Robert J. Jilla, Multimodal Transportation Engineer

Ronald L. Baldwin, P.E., Chief Engineer

STATE OF ALABAMA ACTING BY AND THROUGH THE ALABAMA DEPARTMENT OF TRANSPORTATION

John R. Cooper, Transportation Director

THE JEFFERSON COUNTY COMMISSION

W. D. Carrington, As President

THE RED MOUNTAIN PARK COMMISSION

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

\_\_\_\_\_, President/CEO

The foregoing Agreement is hereby executed in the name of the State of Alabama and signed by the Governor on this \_\_\_\_ day of \_\_, 20\_\_\_\_  
Robert Bentley  
Governor, State of Alabama

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

Apr-25-2013-287

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and the City of Trussville to share responsibilities for the resurfacing of Floyd Bradford Road from U. S. Highway 78 to Dollar Road at no cost to the County. City of Trussville to pay 20% match required by ALDOT.

AGREEMENT TO SHARE RESPONSIBILITIES

Resurface Floyd Bradford Road

From U.S. Highway 78 to Dollar Road

RECITAL:

The State of Alabama, through the Alabama Department of Transportation (State), and Jefferson County, Alabama, and the City of Trussville, Alabama, in cooperation with the United States Department of Transportation, Federal Highway Administration (FHWA), desire to make certain improvements to Floyd Bradford Road from U.S. Highway 78 to Dollar Road (Project). The State and Jefferson County, by separate agreements, will divide responsibilities for the Project; and ALDOT (thru ATRIP funds) and Jefferson County will divide responsibility for the costs with Jefferson County responsibility being approximately 20% of the cost. The City of Trussville has offered to accept responsibility for the entire cost obligation of Jefferson County (to-wit 20% of the Project costs). Jefferson County and the City of Trussville desire to establish their agreement herewith.

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

- 1) Jefferson County will assume responsibility for management of the Project. All agreements pertaining to scope of work and funding for the different activities (Engineering, Utilities, and Construction) will be between Jefferson County and the State.
- 2) The City of Trussville hereby agrees to pay to Jefferson County or secure funding to be paid to Jefferson County 20% match funds as required by ALDOT for the Project which is not reimbursed to Jefferson County by ALDOT.
- 3) The City of Trussville hereby agrees to pay to Jefferson County or secure funding to be paid to Jefferson County 100% of the cost required to obtain the design and construction plans for the project.
- 4) Jefferson County shall invoice the City of Trussville at such times and intervals as may be determined by Jefferson County as appropriate under the circumstances. The City of Trussville agrees to pay to Jefferson County the invoice amounts within 30 days of receipt.
- 5) The parties expressly agree that the County does not assume any risk or future liability, or any future responsibility for any portion of Floyd Bradford Road located within the jurisdiction of the City of Trussville.

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

below.

JEFFERSON COUNTY, ALABAMA

David Carrington, President

Jefferson County Commission

CITY OF TRUSSVILLE, ALABAMA

Eugene A. Melton, Mayor

City of Trussville

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

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Apr-25-2013-288

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 7 to the Agreement between Jefferson County, Alabama and Engineering Services Associates, Inc. to provide Infrastructure Management System upgrades and maintenance in the amount of \$110,259.97.

AMENDMENT NO. 7  
TO AGREEMENT TO PROVIDE  
JEFFERSON COUNTY DEPARTMENT OF ROADS AND TRANSPORTATION  
ENGINEERING SERVICES FOR AN  
INFRASTRUCTURE MANAGEMENT SYSTEM

This document shall AMEND the scope of the original AGREEMENT identified as ENGINEERING SERVICES FOR AN INFRASTRUCTURE MANAGEMENT SYSTEM and the scopes of Amendment No. 1 thru Amendment No. 6.

WITNESSETH

WHEREAS, the COUNTY deems that project software, hardware and staffing changes have occurred within Jefferson County during the life of the Roads and Transportation Infrastructure Management System (RIMS) and that these changes require multiple updates to the current IMS applications; and

WHEREAS, the COUNTY also desires to enter into a RIMS Software Maintenance Agreement with the CONSULTANT to address any other necessary changes encountered during the maintenance period; and

WHEREAS, the CONSULTANT wishes to amend the contract;

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

The contract between the parties which was approved by the Jefferson County Commission on September 18, 2007, in Minute Book 154, Pages 346-354, is hereby amended under provisions of ARTICLE V - MISCELLANEOUS PROVISIONS, SECTION 1 - CHANGES OF WORK as follows:

I. AMENDMENT TO ARTICLE I - SCOPE OF WORK

Amend ARTICLE I - SCOPE OF WORK, to include the following:

A. The CONSULTANT shall perform the following upgrades to RIMS Components and Applications:

1. Update all RIMS component's application code to support the migration of the RIMS Feature Datasets, Feature Classes and Business Tables from Oracle SDE version 9.3.1 to SQL Server 2008 R2 SDE, version 9.3.1. The following RIMS components shall be updated:

- a. RIMS Editor Toolbar
- b. RIMS Website
- c. Pavement Management System
- d. RIMS User Functionality
- e. RIMS ArcPad Application
- f. RIMS Windows User
- g. TransPro Projects Polygon Tool

2. Upgrade the following RIMS component's code from ArcGIS Desktop version 9.3.1 to 10.1:

- a. RIMS Editor Toolbar
- b. RIMS ArcPad
- c. ROW Deed Linking Application

- d. All RIMS map documents
  - e. TransPro Projects Polygon Tool
  - f. Pavement Management System
3. Upgrade the following RIMS component's code to ESRI's ArcServer Web AD F 10.0:
    - a. RIMS Website
  4. Upgrade the following RIMS component's code to VB.Net 2010
    - a. RIMS Editor Toolbar
    - b. RIMS Website
    - c. RIMS ArcPad Application
    - d. TransPro Projects Polygon Tool
    - e. ROW Deed Linking Application
    - f. Pavement Management System
  5. Upgrade the existing Pavement Management Application - Dynamic Supervisor Districts:
    - a. Redraw Existing Supervisor District Borders
    - b. Develop Method for Dynamic Management of Supervisor Districts
    - c. Develop Archiving Method for District Borders
    - d. Apply Supervisor District Changes to RIMS Tools
  6. The CONSULTANT shall provide desktop installation packages for Windows 7 (either 32 or 64 bit) and Windows XP operating systems for all RIMS desktop components included in this upgrade.
  7. The CONSULTANT shall also provide Documentation and up to two (2) Training Sessions for the tasks listed above.
- B. Following completion of the RIMS Upgrades, the CONSULTANT shall provide 284 hours of RIMS and TransPro Software Maintenance. The following rules shall apply to Software Maintenance Services:
1. Work related to Software Maintenance shall be pre-approved by the Director of Roads and Transportation, the Director of Information Technology, or their designated representative.
  2. Work performed under Software Maintenance shall not include any Warranty work for previous applications (see Attachment "A" for description of Warranty work).
  3. The hours allotted for Software Maintenance Services shall be considered a "bank" of hours. Software Maintenance Services shall continue until all hours have been utilized or until the contract time has reached four (4) months, whichever comes first.
  4. A weekly RIMS Software Maintenance Services Report shall be emailed to designated recipients in Roads and Transportation and Information Technology. This Report shall describe the work performed in the previous week, the hours charged against that work and a description of planned work, estimated time and probable work days for the upcoming week. OWNER'S representative shall immediately notify CONSULTANT of any concerns related to this Report.
- II. AMENDMENT TO ARTICLE II - OBLIGATION OF COUNTY TO CONSULTANT
- Amend ARTICLE II - OBLIGATION OF COUNTY TO CONSULTANT, as follows:
- The COUNTY shall:
- A. Designate a project manager to coordinate CONSULTANT'S work and to assist as OWNER'S representative with respect to the work to be performed under this AGREEMENT.
  - B. Provide full information as to its requirements for the project.
  - C. Assist the CONSULTANT by placing at their disposal all available information pertinent to the work including, but not limited to, previous reports and any other data relative to the work.
  - D. Examine reports and other documents presented by the CONSULTANT in a timely manner and render decisions in writing pertaining thereto so as not to delay the services of the CONSULTANT.
  - E. Give prompt written notice to the CONSULTANT whenever the OWNER becomes aware of any defect in the work product.
- III. AMENDMENT TO ARTICLE III - TIME OF BEGINNING AND COMPLETION
- Amend ARTICLE III - TIME OF BEGINNING AND COMPLETION, as follows:
- A. RIMS Upgrades:
    1. The CONSULTANT agrees to start work on the professional services related to RIMS Upgrades within ten (10) days following 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. Project time related to RIMS Upgrades shall begin on the date of the Notice to Proceed and continue for eight (8) months, exclusive of any review time by any County Department.
  - B. RIMS Software Maintenance Services:

1. The CONSULTANT agrees to start work on the professional services related to RIMS Software Maintenance Services within ten (10) days following 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. Work related to RIMS Software Maintenance Services shall begin on the date of the Notice to Proceed and continue until the "bank" of Maintenance Service hours has been fully utilized, or for four (4) months, whichever comes first.

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

D. At the completion of this contract, the COUNTY and the CONSULTANT may decide at the COUNTY'S option to enter into negotiations to extend the scope of work and time of the contract.

IV. AMENDMENT TO ARTICLE IV - PAYMENT

Amend ARTICLE IV - Payment, as follows:

A. In consideration of the change in the Scope of Work of the project as described by this Amendment, the basis of compensation paid to the CONSULTANT as described in ARTICLE IV - PAYMENT of the original Agreement shall be changed as described herein as follows:

- 1. RIMS Upgrades \$ 83,213.31
  - 2. RIMS Software Maintenance \$ 27,046.66
- Total Amount, Amendment No. 7: \$110,259.97

B. Payment for the RIMS Upgrades and Software Maintenance Scope of Work shall be invoiced monthly. Work performed for these tasks will be billed and paid on an hourly basis.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures; Engineering Service Associates, Inc. on the 7<sup>th</sup> day of March , 2013 and the COUNTY on the 25<sup>th</sup> day of April, 2013.

ENGINEERING SERVICE ASSOCIATES, INC.

Celeste T. Lachenmyer, President

RECOMMENDED:

E. Wayne Sullivan  
Director/County Engineer

APPROVED: JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President  
Jefferson County Commission

ATTEST

Minute Clerk

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

\_\_\_\_\_  
Apr-25-2013-289

BE IT RESOLVED, by the County Commission of Jefferson County, Alabama as follows:

1. That the County enters into an Agreement with the State of Alabama, acting by and through the Alabama Department of Transportation for:

Utility Agreement for Project STPBH-9802 ( ), Project Reference Number 100060046 for intersection improvements at two locations - Site 1. Mayfield Road and Montevallo Road; Site 3 [sic]. Crosshaven Drive and Green Valley Drive in the Jefferson County; which Agreement is before this Commission.

2. That the Agreement be executed in the name of the County, by its President, for and on its behalf.

3. That the Agreement be attested by the County Clerk and the seal of the County affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the Agreement by all parties, that a copy of such Agreement be kept on file by the County Clerk.

Passed, adopted and approved this 25<sup>th</sup> day of April, 2013.

ATTESTED:

County Clerk

W. D. Carrington

President, County Commission of Jefferson County, Alabama

AGREEMENT FOR UTILITY WORK  
BETWEEN THE STATE OF ALABAMA  
AND  
JEFFERSON COUNTY, ALABAMA

Project STPBH-9802 ( )  
 Project Reference Number 100060046  
 Intersection Improvements at Two Locations -  
 Site 1. Mayfield Road and Montevallo Road;  
 Site 3. Crosshaven Drive and Green Valley Drive in Jefferson County

This Agreement is made and entered into by and between the State of Alabama, acting by and through the Alabama Department of Transportation, hereinafter referred to as STATE; and the Jefferson County, Alabama, hereinafter referred to as COUNTY; in cooperation with the United States Department of Transportation, Federal Highway Administration, hereinafter referred to as the FHWA; and

WHEREAS, a Transportation Improvement Program has been developed for the Birmingham Urbanized Area and certain transportation improvements and priorities are listed therein; and

WHEREAS, it is in the public interest for the STATE and the COUNTY to cooperate toward the implementation of the Transportation Improvement Program; and

WHEREAS, the STATE and the COUNTY desire to cooperate in a utility program for intersection improvements at two locations - Site 1. Mayfield Road and Montevallo Road; Site 3. Crosshaven Drive and Green Valley Drive in Jefferson County.

NOW, THEREFORE, the parties hereto, for, and in consideration of the premises stated herein do hereby mutually promise, stipulate, and agree as follows:

- (1) This Agreement will cover all aspects of utility work for the proposed improvements, all in accordance with plans approved by the STATE.
- (2) Funding for this Agreement is subject to availability of Federal Aid funds at the time of authorization by FHWA. Any deficiency in Federal Aid, or overrun in the Project costs will be borne by the COUNTY. In the event of an under run in the Project costs, the amount of Federal Aid funds will be 80 percent of eligible costs.
- (3) The Project will be administered by the COUNTY and all cost will be financed, when eligible for Federal participation, on the basis of 80 percent Federal funds and 20 percent COUNTY funds. The estimated cost and participation by the various parties is as follows:

	Total Estimated Cost	Estimated Federal Funds	Estimated COUNTY Funds
Utilities	\$150,000	\$120,000	\$30,000
TOTAL	\$150,000	\$120,000	\$30,000

It is understood that the above is an estimate only, and in the event the final cost exceeds the estimate, the COUNTY will be responsible for its proportional share.

- (4) The COUNTY will invoice the STATE for the Federal share of the utility costs not more frequent than monthly. Request for reimbursement will be made on forms provided by the STATE and submitted through the Third Division Engineer for payment.
- (5) Invoices for work performed by the COUNTY under the terms of this Agreement will be submitted within twelve (12) months after the completion of work. Any invoices submitted after this twelve-month period will not be eligible for payment.
- (6) Any cost for work not eligible for Federal participation will be financed 100 percent by the COUNTY, which payment will be reflected by the final audit.
- (7) The performance of the work covered by this Agreement will be in accordance with the current requirements of the STATE and FHWA.
- (8) The COUNTY will coordinate any required adjustments to utilities with the utility company involved in accordance with usual STATE procedures. Any utility expenses involved which are eligible for STATE reimbursement or payment under State law will be considered as a part of the Project cost and will be paid from funds provided herein with the COUNTY paying for its proportional share. The STATE will not be liable for utility expenses which are not eligible for STATE reimbursement or payment under State law.
- (9) Upon completion and acceptance of the work by the STATE, the COUNTY will assume full responsibility for maintenance of that part of the improvements which are not a part of the State Highway Maintenance System.
- (10) The COUNTY agrees that in the event the FHWA determines, under its rules and/or regulations that Federal funds expended on this Project (including but not limited to delay of the projects, or delay of projects contemplated to be developed and accomplished in sequence to the current projects) must be refunded to the FHWA, the COUNTY shall reimburse and pay to the STATE for and on behalf of FHWA, a sum of money equal to the total amount of STATE and Federal.
- (11) It is clearly understood by both parties that the STATE does not commit any STATE or Federal funds beyond those mentioned herein.
- (12) A final audit will be made of all Project records after the completion of the Project and a copy will be furnished to the Department of Examiners of Public Accounts, in accordance with Act 1994, No. 94-414. A final financial settlement will be made between the parties as reflected by the final audit and this Agreement.

(13) To the extent permitted by law, the COUNTY shall defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees, in both their official and individual capacities, from and against claims, damages, losses, and expenses, including but not limited to attorneys fees, arising out of or resulting from performance of the work or maintenance of the roadway and/or shoulders by the COUNTY, provision of any services or expenditure of funds required, authorized or undertaken by the COUNTY pursuant to the terms of this Agreement, or any damage, loss, expense, bodily injury, or death, or injury to or destruction of tangible property (other than the work itself), including loss of use resulting therefrom, caused in whole or in part by the deliberate, intentional, wanton, reckless, fraudulent or negligent acts of the COUNTY, or the misuse, misappropriation, misapplication, or mis-expenditure of any source of funding, compensation or reimbursement by the COUNTY, its agents, servants or employees, or anyone whose acts the COUNTY may be liable.

(14) By entering into this Agreement, the COUNTY is not an agent of the STATE, its officers, employees, agents or assigns. The COUNTY is an independent entity from the STATE and nothing in this Agreement creates an agency relationship between the parties.

(14) 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.

(15) The terms of this Agreement may be modified by supplemental agreement duly executed by the parties hereto.

(16) This Agreement will remain in effect, unless otherwise terminated by either party upon the delivery of a thirty (30) day notice of termination.

(17) Nothing will be construed under the terms of this Agreement by the STATE or the COUNTY that will cause any conflict with Section 23-1-63, Code of Alabama (7/24th Law).

(18) Exhibits M and N are attached and hereby made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those officers, officials and persons thereunto duly authorized, and the Agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of the approval of the Governor of Alabama.

ATTEST:

County Clerk

ATTEST:

Secretary/Treasurer (Signature)

APPROVED AS TO FORM:

Jim R. Ippolito, Jr. , Chief Counsel

Alabama Department of Transportation

RECOMMENDED FOR APPROVAL:

Brian C. Davis, Division Engineer

Robert J. Jilla, Multimodal Transportation Engineer

Ronald L. Baldwin, P.E., Chief Engineer

STATE OF ALABAMA ACTING BY AND THROUGH THE ALABAMA DEPARTMENT OF TRANSPORTATION

John R. Cooper, Transportation Director

The foregoing Agreement is hereby executed in the name of the State of Alabama and signed by the Governor on this day of , 20  
Robert Bentley

Governor, State of Alabama

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

\_\_\_\_\_  
Apr-25-2013-290

WHEREAS, Section 110.1 of the Plumbing Code of Jefferson County, Alabama, 2009, establishes a board to be called the Plumbing and Gas Board of Adjustments and Appeals, which shall consist of five (5) members who shall pass on matters pertaining to plumbing or gas installations, including alterations, repairs, replacements, equipment, appliances, fixtures, fittings and/or appurtenances; and

WHEREAS, Section 110.1 states that one member shall be a lawyer, one member shall be a registered engineer who practices mechanical engineering, one member shall be a representative of a public gas utility company and two members shall be currently licensed

and bonded plumbing and gas contractors.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the following are hereby appointed to the Jefferson County Plumbing and Gas Board of Adjustments and Appeals for the terms indicated, which are in accordance with Section 110.2.

H. Doug Redd, Attorney, for a term of three (3) years beginning April 25, 2013

James Davis, Engineer, for a term of three (3) years beginning April 25, 2013

Ken McInTyre, Alagasco, for a term of two (2) years beginning April 25, 2013

Eric Bonham, licensed and bonded Plumbing and Gas Contractor, for a term of five (5) years beginning April 25, 2013

Brad A. Hinton, Jr., licensed and bonded Plumbing and Gas Contractor, for a term of five (5) years beginning April 25, 2013

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

\_\_\_\_\_  
Apr-25-2013-291

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the liquor application submitted by Savanahs Food Mart, LLC, applicant, d/b/a McCalla Texaco located at 5528 Eastern Valley Road, McCalla, AL 35111 for an 050 - Retail Beer (off-premise only) and an 070 - Retail Wine (off-premise only) license, be and hereby is approved.

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

\_\_\_\_\_  
Apr-25-2013-292

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the liquor application submitted by Riverbreak, Inc., applicant; Frankie Sue Brakefield, Owner/Manager, d/b/a River Cafè located at 7749 Smith Camp Road, Adger, AL 35006 for an 032 Club Liquor - Class II (on-premise only) license, be and hereby is approved.

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

\_\_\_\_\_  
Apr-25-2013-293

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Neel Schffer, Inc. to provide professional services for the extension of Galleria Boulevard from Lorna Road to SR-150 in the amount of \$150,557.

AGREEMENT

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between Jefferson County in the State of Alabama (hereinafter referred to as the COUNTY), and Neel-Schaffer, Inc. (hereinafter referred to as the CONSULTANT).

WHEREAS, CONSULTANT shall provide all professional services necessary for the design and production of complete roadway construction plans, including corridor study, field surveys, and right-of-way map, tract sketches and deeds for the extension of Galleria Boulevard from Lorna Road to SR-150 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."

WITNESSETH

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.

#### ARTICLE I – SCOPE OF WORK

The CONSULTANT will perform environmental studies, prepare required environmental documents, secure corridor approval, perform necessary field surveys and mapping, prepare Right-Of-Way map, tract sketches and deeds, and prepare contract road grade/drain/base/pave plans for the extension of Galleria Boulevard from Lorna Road to SR-150 in Jefferson County, Alabama, a distance of approximately 0.35 miles. These improvements are to facilitate the extension of this two-lane/three-lane road from intersection with Lorna Road to the existing road near SR-150 and shall be understood to include all necessary and related work on intersections, service roads, and structures. The work to be performed by the CONSULTANT will include the corridor studies; field survey and mapping; right-of-way mapping, tract sketches and deeds; and contract plans, all as follows:

#### SECTION 1 – CORRIDOR STUDIES

##### TASK A: PRELIMINARY CORRIDOR INVESTIGATIONS

A-1 Study COUNTY supplied digital U.S.G.S. quadrangle maps and raster photography in conjunction with on-site review.

A-2 Identify environmentally sensitive areas on base maps supplied by the COUNTY.

A-3 A-4 Meet with the COUNTY to present the corridor base map with environmentally sensitive areas labeled.

##### TASK B: ALTERNATIVE UPGRADING STUDIES

B-1 Perform Environmental Analysis as follows:

1. Conduct social, economic and environmental studies sufficient to comply with FHWA technical Advisory T6640.8A dated October 30, 1987 and 23 CFR, Part 771. The archaeological phase of the cultural resource survey will identify sites that will be affected by alternates carried forward in the environmental document. The cultural resource report will include a recommendation as to whether the archaeological sites are eligible for the National Register of Historic Places. If there are sites recommended for eligibility that cannot be avoided, a supplemental agreement may be implemented to determine if the sites are important for what can be learned by data recovery or if the sites warrant preservation in place. Reports and data justifying this determination must be supplied to the COUNTY along with a proposal for the work under the supplemental agreement. The CONSULTANT shall submit with his man-day proposal:

a. A letter from the U.S. Fish and wildlife Services (Daphne Office), containing a list of the endangered and threatened species that may exist within the project area.

b. Qualifications of personnel, either sub-consultant or in-house, who will perform endangered and threatened species work if threatened or endangered species are identified. Qualifications should indicate expertise with those species involved with the proposed project.

The CONSULTANT shall perform all studies of endangered species in accordance with the Technical Advisory and Section 7 of the Endangered Species Act to the point where a "no effect" or a "may effect" determination can be made for each alternative under consideration. In the event of a "may effect" determination, additional studies may be required for Formal Consultation with the U.S. Fish and Wildlife Service. If additional studies are required, the COUNTY may enter into a supplemental agreement with the CONSULTANT. Reports and data justifying this determination must be supplied to the COUNTY along with a proposal for the work under the supplemental agreement. Wetland delineation will be performed in accordance with the U.S. Army Corps of Engineers 1987 "Manual for Delineating Wetland". This shall include the completion of delineation forms provided in the manual. Wetland Evaluation shall be performed in accordance with T6640.8A.

2. Furnish environmentally sensitive features and the cost for minimizing any adverse environmental effects for each alternate to be included in matrix to be developed by the STATE.

B-2 A Public Involvement meeting will be conducted by the STATE, with assistance from the CONSULTANT. The CONSULTANT will prepare technical data, maps, and layouts as necessary for the public meeting. Representatives of the CONSULTANT will be in attendance at the public meeting to explain or comment upon matters pertaining to studies completed on this project. The CONSULTANT will assist the STATE in analyzing comments through public meeting and in resolving comments with the scope of the AGREEMENT to the satisfaction of the STATE and COUNTY. The CONSULTANT will meet the STATE and COUNTY personnel prior to the public meeting.

B-3 Review each feasible alternate design taking into consideration the social, economic, and environmental effects of each feasible alternate. Prepare for purpose of review by the STATE and COUNTY the required environmental document needed at this stage of the project. B-4 The corridor public hearing will be conducted by the STATE with assistance from the CONSULTANT. The CONSULTANT will prepare technical data, maps, and layouts as necessary for the public hearing. Representatives of the CONSULTANT will be in attendance at the public hearing to explain and comment upon matters pertinent to studies performed on this project. The CONSULTANT will meet with the STATE and COUNTY personnel prior to the meeting. The CONSULTANT will assist the STATE in analyzing comments received from the public hearing within the scope of the AGREEMENT, to the satisfaction of the STATE and COUNTY.

## TASK C – ENGINEERING ANALYSIS ON SELECTED ALTERNATIVE

C-1 After selection of the preferred alternate by the STATE and COUNTY prepare a Categorical Exclusion (CE) complying with all Federal Highway Administration guidelines and directives. Number of copies and distribution of the CE to be determined by the STATE. If it is determined that a different Environmental document is required, a supplemental agreement will be entered into to provide this additional work.

## SECTION 2 – FIELD SURVEY

### TASK A – MOBILIZATION AND BASIC CONTROL SURVEY

A-1 The CONSULTANT will mobilize on the project site all personnel, vehicles, and equipment necessary to complete each phase of the work. Upon completion of the work, the CONSULTANT will demobilize the field party.

A-2 The CONSULTANT will determine and contact all adjacent property owners throughout the length of the project prior to beginning any survey work. The CONSULTANT will make every effort to contact the property owners verbally and follow-up the contact with a confirmation letter documenting the contact. The CONSULTANT will use a standard letter format, which is to be furnished by the COUNTY. The CONSULTANT will furnish copies of property owner contact letters to the COUNTY.

A-3 A basic control survey will be performed by the CONSULTANT to locate and identify horizontal and vertical control points, which will provide control in the project corridor and will be the basis of subsequent surveys. All surveying and mapping will be performed in English units and in accordance with the Federal Highway Administration's current "Surveying and Mapping Manual". The basic control survey will be performed to at least horizontal geodetic Third Order, Class 1 and vertical geodetic Third Order classification and be tied to STATE furnished GPS points. Project benchmarks will be monumented as required at intervals not to exceed 1000 feet along the project corridor and will be established to U.S.G.S. datum. A final check level book containing all level loops and BM descriptions will be furnished to the COUNTY. The CONSULTANT will run a closure of the basic control survey to verify that the traverse qualifies for the specified classification accuracy. If the closure specification requirements are not met, sufficient additional surveying will be performed by the CONSULTANT to meet specification requirements. A closure diagram will be prepared by the CONSULTANT with a coordinate listing of all control points and submitted to the COUNTY for review and included on the project field map upon acceptance.

A-4 Copies of the latest recorded deed for each adjacent property owner will be obtained by the CONSULTANT from courthouse records. For those properties located in a subdivision, copies of plats will be obtained. In addition, a copy of the latest county tax map and plat will be obtained. Copies of all deeds, plats, and tax maps will be furnished to the COUNTY. The CONSULTANT will tie sufficient property corners of adjacent properties as well as any section corners within the project corridor. Fence lines or other evidence of property lines shall also be obtained. The CONSULTANT is to plot all properties on the project field map showing ownership, deed book, and page number(s) from the latest recorded deed and station, offset, size, and type of monument of all property corners and section corners tied in the field. A property insert drawn to a suitable scale is to be included for properties extending off the field map.

### TASK B – PROJECT ALIGNMENT, PROFILE, AND DATA GATHERING

B-1 The CONSULTANT will establish by ground survey the proposed centerline of construction at 50-foot intervals. Ground profiles for the project centerline will be obtained at intervals not to exceed 50 feet and at all significant breaks in the ground line. All P.C.'s, P.T.'s, P.O.T.'s and other critical points necessary to reestablish the project centerline will be set and referenced with capped irons labeled with appropriate station by the CONSULTANT. A Reference Diagram with angles and distances will be shown as a part of the field map for each point referenced.

B-2 Topographic data will be obtained by the CONSULTANT by measuring X, Y, and Z coordinates of each point necessary to define underground tanks, pipes, culverts, cover and culture. Septic tanks and other underground tanks will be shown on parcels where right-of-way is required. Topographic data is not required outside the right-of-way except on property involved in right-of-way acquisition. All topographic information will be included on the project field map.

B-3 Traverses will be run by the CONSULTANT on all paved roads, side roads, railroads, and unpaved county roads a sufficient distance from the project centerline for appropriate design work to be performed or as directed by the COUNTY. All traverse ties will be included on the project field map and in the final field book with appropriate angles and station equations labeled.

B-4 The CONSULTANT will obtain stream topo and data to a minimum distance of 500 feet each way from the project centerline and in accordance with applicable provisions of Chapter 3 of the STATE Hydraulic Manual. Information for the drainage DTM is to be gathered as described in the manual.

B-5 Drainage areas for the project will be defined and a schematic drainage area map prepared and furnished to the COUNTY. High water elevation, drainage areas, flood profiles, etc., will be obtained and shown as described in Chapter 3 of the STATE Hydraulic Manual or otherwise at the direction of the COUNTY. The HYD-100 and HYD-101 forms, as referenced in Chapter 3, are to be completed within this task. A videocassette showing each drain and pertinent existing drainage structures will be provided to the COUNTY.

B-6 Cross-sections will be obtained by the CONSULTANT at intervals not to exceed 50 feet and at all significant ground line breakpoints on the mainline and along side road traverses, or the density ground shots for the DTM will be to a level sufficient to extract cross-sections

on 50-foot intervals, plot construction limits, and determine earthwork quantities.

#### TASK C – UTILITY SURVEYS

C-1 The CONSULTANT will perform supplemental ground control surveys as necessary to properly identify existing utilities through the project limits. The following items will be obtained and furnished by the CONSULTANT to the COUNTY on a project utility map:

- (1) Utility ownership and address of owner.
- (2) The CONSULTANT will obtain horizontal position of all utilities. All utility information will be gathered and included on the project utility map in accordance with the STATE memorandum dated March 30, 1995 from the Design Bureau-Utility Section regarding utility topo requirements. The term "Utility" shall be understood to include, but not limited to, all privately, publicly, or cooperatively owned lines, facilities, and systems for producing, transmitting, or disturbing communications, power, electricity, light, gas, oil, crude products, water, steam, waste, storm water not directly connected with highway drainage, and other similar commodities, including publicly owned fire and police signal systems and
- (3) street lighting systems, which directly or indirectly serve the public or any part thereof. The term "utility" shall also mean the utility company, inclusive of any wholly owned or controlled subsidiary.

#### TASK D – COMPILATION OF DATA AND DELIVERABLES

D-1 The COUNTY is to be furnished with the following paper plots to review upon completion of the required tasks:

1. Ground profile map along proposed project centerline with proposed grade line. The map should include all information on drainage areas, runoff coefficients, 50-year flow rate, existing drainage structure information, and historical high water elevations. Horizontal P.C. & P.T. Stations along with the Deflection Angle, Direction and Radius for all curves will be shown on the profile map. All traverse ties should also be shown with appropriate station equations. Profile maps should also be made for each traverse representing centerline of existing roadway or highest rail.
2. Project field map consisting of all planimetric and property information.
3. Project utility map showing all utilities, owner's information, project alignment, and right-of-way.
4. Contour map plotted at a 2-foot contour interval showing project alignment and planimetrics.

D-2 All survey work will be reviewed and the COUNTY and CONSULTANT will conduct an on-site inspection. The CONSULTANT will perform any corrections required by the COUNTY.

D-3 The COUNTY is to be furnished the following final information after review and inspection:

1. Mylar plot of the accepted field utility map sealed with signature by a registered land surveyor in the State of Alabama.
2. Plot of the accepted utility map.
3. Plot of the accepted profile map.
4. ASCII file containing all "control" coordinates in point number(p), northing(n), easting(e), elevation(z), and description(d) format.
5. ASCII file containing all final stationing in p, n, e, z, d format.
6. All final Station-Offset-Elevation (SOE) profile files on all alignments.
7. All final alignment reports for each horizontal alignment.
8. Final field book with all stationing, horizontal curve data, station equations, intersection angle ties, and reference point sketches. The point number should be placed beside each station, P.O.T., P.C., P.T., P.O.C., and equation point.
9. Check level book with all loops and BM's accurately described and referenced to project centerline with plus and distance where possible.
10. All graphic files submitted according to STATE CADD Standards.
11. Copies of all deeds, tax maps, subdivision plats, and property owner contact letters.
12. Copies of all HYD-100 and HYD-101 forms with hydrologic calculations attached.
13. Quadrangle map with drainage areas outlined and proposed centerline labeled.
14. Videocassette showing each drain and pertinent existing drainage structures.

#### SECTION 3 – CONTRACT 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 COUNTY, and reaffirm Design Criteria consistent with the policies of the STATE, and of criteria established during the Corridor Studies including intersection and side road improvements and signalization requirements.
- C. The CONSULTANT will prepare 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 STATE Hydraulic Engineer. Existing culverts to be analyzed and replaced if undersized. Stormwater treatment to be reviewed.

- 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 worksheets with true elevations will be computed and furnished for all horizontal curve transitions and sag vertical curves where curb and gutter sections and/or a paved island is used.
- G. The CONSULTANT will prepare Floodplain Studies for the project to include a "Risk Assessment" and "Risk Analysis" where applicable in the development of designs in accordance with the requirements of Federal Aid Program Guides, 23 CFR 650A. Also, the Form HYD-102 will have to be completed during the preliminary phase of project development.
- H. Each project plan assembly submitted by the CONSULTANT for Hydraulic Review will contain no less than the minimum amount of hydraulic and hydrologic data necessary and specified in Chapter 2 of the STATE Hydraulic Manual.
- I. The CONSULTANT will prepare topographic quad maps showing drainage outfalls and other pertinent project data as required by ADEM for the application of a stormwater permit. The CONSULTANT will prepare an erosion control and sedimentation prevention plan including all maps and drawings required for an NDPES Permit.
- J. 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, 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. The contract plans will be completed in detail for all construction, in accordance with the STATE'S 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.
- K. Drainage Section drawings will be provided for all drains, existing and proposed, along the project centerline and within the project work limits. Streambed data acquired from a field survey should be used where applicable to establish and depict the streambed slope, the drain inlet, the drain outlet, and the profile configuration of the ditch or channel as it ties in to the drain.
- L. 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 and COUNTY, 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.
- M. Arrangements will be made by the COUNTY with any affected utility owner to prepare plans for any utility relocations. Following the Plan-In-Hand Inspection 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.
- N. 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.
- O. 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 STATE and COUNTY.
- P. 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.
- Q. The CONSULTANT will coordinate these plans with existing and proposed plans of the STATE and the COUNTY.
- R. The CONSULTANT will prepare plans using size and weight of pens and other drafting techniques that will facilitate the STATE'S development of one-half (1/2)-scale drawings. CADD file names and level structure shall be in accordance with ALDOT CADD Standards. All Electronic Design Information (alignments, DTMs, Templates, etc.) shall be completely compatible with the STATE'S current production versions of CADD software, Bentley's MicroStation 8 and InRoads Version 8.2. 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.

S. Following the Plan-In-Hand Inspection, the CONSULTANT will make appropriate revisions to plans, then submit a set of reproducible mylars of utility plans along with the corresponding CADD Utility files, for use of the COUNTY in obtaining utility relocation information. All CADD files shall be graphic files submitted in .DGN Format compatible with Intergraph Microstation Software and .DWG Format compatible with AutoCAD.

T. After the Plan-In-Hand Inspection, the CONSULTANT will prepare reproducible base maps showing property ties and ownerships for properties to be acquired and submit to the COUNTY with the latest recorded deeds, tract sketches and preliminary plans showing construction limits and acquired R.O.W. limits for the use of the COUNTY in acquiring right-of-way. The right-of-way submittal shall be accompanied by an electronic disk in .DGN and .DWG format showing all base maps and acquired R.O.W. information.

U. Three separate plan reviews plus other reviews up to and including the P.S.&E., as required by the Alabama Department of Transportation Guide for Developing Construction Plans, will be conducted. The CONSULTANT will prepare and submit three (3) sets of selected plan sheets for requesting materials recommendations. The CONSULTANT will flag the project centerline and right-of-way, as required by the STATE, prior to each required on-site review. The CONSULTANT will prepare and submit seven (7) sets of plans for a 30% completion review, a Plan-In-Hand Inspection, and a P.S. & E. Inspection. After plan revisions have been made to the plans by the CONSULTANT, following and including all comments made during the P.S. & E. Inspection, the CONSULTANT will submit two (2) sets of prints of plans to the STATE for its Quality Control review. The CONSULTANT will submit one set of prints after Quality Control comments have been addressed for Construction Bureau's Review. After plan revisions are complete, the CONSULTANT will submit final plans. Construction cost estimates will be furnished with the P.S. & E. and final plan submittals. Final plan submittal will be Mylar plots, as well as electronic graphic files in .DGN format and InRoads or InXpress Files and quantity calculations.

V. Circulate required materials to appropriate agencies and government bodies for review and receive comments.

W. Identify hazardous waste sites along the proposed alignment.

X. The CONSULTANT, at the completion of this project, will supply all CADD files, and related files, on Compact Disc (CD). The CADD files are required to be completely compatible with the STATE'S current production version of CADD software, Bentley's MicroStation J and InRoads Version 8.2. The Consultant will also supply, to the COUNTY, CADD files in AutoCAD 2010 format.

#### SECTION 4 – UTILITY RELOCATION

The COUNTY will coordinate any required adjustments to utilities with the utilities companies involved in accordance with ALDOT and FHWA Policies and Procedures and as outlined in ALDOT's Utility Manual.

#### SECTION 5 – RIGHT-OF-WAY PLANS, DEEDS AND TRACT SKETCHES

A. The CONSULTANT will coordinate with the COUNTY and STATE to insure sufficient information for the preparation of Right-of-Way plans and deeds.

B. The CONSULTANT will prepare the Right-of-Way plans and plot total property from existing deeds.

C. The CONSULTANT will prepare new deeds for all properties and prepare plats of each tract.

D. The development of Right-of-Way plans will follow the procedures as shown in the STATE'S "Guidelines & Standard for development, distribution, and use of ALDOT Right-of-Way plans."

#### ARTICLE II – OBLIGATION OF COUNTY TO CONSULTANT

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

A. Provide all traffic data that is deemed necessary by the COUNTY. Perform traffic analysis and determine required lane lengths.

B. Provide all available Digitized Quadrangle mapping, aerial photography, preliminary plans, layouts, profiles, survey data and any other data in connection with the work included in this AGREEMENT previously performed by or for the COUNTY.

C. 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.

D. Furnish the CONSULTANT with unit prices and/or per costs to be used in cost analysis.

E. Provide materials and base write-up.

F. Acquire right-of-way.

G. Upon receipt of prints of Final Plans from the CONSULTANT, the COUNTY will furnish plans to each utility.

#### ARTICLE III – OBLIGATION OF STATE TO CONSULTANT

A. Provide a copy of application portions of the State Hydraulic Manual and "Guidelines for Operations".

B. Provide all traffic data which is deemed necessary by the State.

C. Provide all available Digitized Quadrangle mapping, aerial mapping, aerial photography, preliminary plans layouts, profiles, survey data and any other data in connection with the work included in this AGREEMENT previously performed by or for the STATE.

D. 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.

- E. Furnish the CONSULTANT unit prices and/or per costs to be used in cost analysis.
- F. Circulate required materials to appropriate agencies and governmental bodies for review and receive comments.

#### ARTICLE IV – TIME OF BEGINNING AND COMPLETION

- A. The CONSULTANT agrees to start work on the professional services outlined under Article I of this AGREEMENT with ten (10) days after receipt of both the survey data and 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, and the Alabama Department of Transportation has authorized the Preliminary Engineering.
- B. Preparation of the preliminary plans, final plans and any Supplemental Specifications necessary for the execution of the work shall be completed within 24 months after written "Notice to Proceed" exclusive of any review time by any reviewing agencies.
- C. In case the COUNTY deems it advisable or necessary in the execution of the work to make any alteration that will increase or decrease the Scope of Work outlined in this Agreement, the time limits specified herein may be adjusted in accordance with Article 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 Fifty-Five Thousand Two Hundred Ninety Seven and 00/100 Dollars (\$55,297.00) shall be total compensation to the CONSULTANT for all work provided for when performed under ARTICLE I, SECTION 1 of this AGREEMENT for corridor/design study.
- B. The Lump Sum of Nine Thousand One Hundred Seventy-Seven and 00/100 Dollars (\$9,177.00) shall be total compensation to the CONSULTANT for all work provided for when performed under ARTICLE I, SECTION 2 of this AGREEMENT for field survey.
- C. The Lump Sum of Sixty-Five Thousand Three Hundred Seventy Three and 00/100 Dollars (\$65,373.00) shall be total compensation to the CONSULTANT for all work performed under ARTICLE I, SECTION 3 of this AGREEMENT for roadway plans.
- D. The Lump Sum of Twenty Thousand Seven Hundred Ten and 00/100 Dollars (\$20,710.00) shall be total compensation to the CONSULTANT for all work provided for when performed under ARTICLE I, SECTION 5 of this AGREEMENT for Right-of-Way.
- E. For the work contemplated under this Agreement the CONSULTANT will be compensated a maximum lump sum amount of One Hundred Fifty Thousand Five Hundred Fifty Seven and 00/100 Dollars (\$150,557.00).

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 unsatisfactory performance on the part of the CONSULTANT, the CONSULTANT shall be liable to the COUNTY for the difference between the balance remaining on the CONSULTANT'S AGREEMENT and the cost to the COUNTY to complete the work.

SECTION 6 – CONTROVERSY

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

SECTION 7 – RESPONSIBILITY FOR CLAIMS AND LIABILITY

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

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

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

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

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

SECTION 8 – GENERAL COMPLIANCE WITH LAWS

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

#### SECTION 9 – SUBLETTING, ASSIGNMENT OR TRANSFER

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

#### SECTION 10 – EMPLOYMENT OF COUNTY WORKER

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

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

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

#### SECTION 11 – CONTROL

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

#### SECTION 12 – CONDITIONS AFFECTING WORK

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

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

1. Non-discrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and lease of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964 or the Equal Opportunity provisions of Executive Order 11246 of September 24, 1965.

2. Solicitations for Subcontractors, Including Procurements of and Equipment: In all solicitations, either by competitive bidding or negotiations made by CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this contract and the regulations relative to non-discrimination on the grounds of race, color or national origin.

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

- a) Withholding of payments to the CONSULTANT under the contract until the CONSULTANT complies and/or
- b) 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

IN WITNESS WHEREOF the Parties have caused this AGREEMENT to be executed by their duly authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_ 2013.

RECOMMENDED:	NEEL-SCHAFFER, INC.
E. Wayne Sullivan,	Chris Sellers
Director/County Engineer	Vice President/Engineer Manager
ATTEST:	JEFFERSON COUNTY, ALABAMA
Minute Clerk	W. D. Carrington, President
	Jefferson County Commission

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

\_\_\_\_\_  
Apr-25-2013-294

WHEREAS, Jefferson County Attorney Jeffrey M. Sewell has submitted notice of his intention to enter the Jefferson County Sick Leave Retirement Program at close of business April 25, 2013; and

WHEREAS, it becomes necessary that a replacement County Attorney be appointed by the County Commission, and after due consideration.

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that MICHAEL F. BOLIN is hereby appointed as Jefferson County Attorney upon the approval of United States District Judge Lynwood Smith; and upon Michael F. Bolin's release from his duties as Associate Justice of the Alabama Supreme Court.

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

Discussion was held regarding the above resolution. Motion was made by Commissioner Bowman to waive the County Commission (client)/ attorney privilege. There was no second to this motion.

Commissioner Carrington then called for the vote on the original motion. Voting "Aye" Stephens, Knight and Carrington. Voting "Nay" Bowman and Brown

\_\_\_\_\_  
Apr-25-2013-295

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Warren Averett, LLC to provide financial services in the amount of \$715,000 for a term ending June 30, 2014..

ACCOUNTING SERVICES CONTRACT

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by and between Jefferson County, Alabama, hereinafter called "the County", and Warren Averett, LLC, hereinafter called "the Contractor".

The effective date of this agreement shall be April 22, 2013.

WHEREAS, the County desires to contract for accounting services for independent audits for the Jefferson County Commission, hereinafter called "the Commission"; and

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

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: The Contractor shall perform all necessary professional financial services provided under this Contract as required by the Commission. The Contractor shall do, perform, and carry out in a satisfactory and proper professional manner accounting audits as described below:
  - a. An audit of the financial statements of the governmental activities, the business-type activities, the aggregate discretely

presented component unit(s), each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements, of the Jefferson County Commission as of and for the year ending September 30, 2012.

b. A Single Audit of the Jefferson County Commission's federal grant programs for the year ending September 30, 2012.

3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to render professional financial accounting services to the Commission in accordance herewith and the Addendum attached hereto at any time after the effective date of this Contract. The terms of this contract are effective until June 30, 2014. The parties may extend the term of this agreement by mutual agreement if required for completion of services.

4. **COMPENSATION:** The Contractor shall be compensated for services rendered at the hourly rates reflected below. Provided, the compensation shall not exceed the upper limit of the estimated fees without amendment approved by the County Commission.

ACCOUNTING SERVICE	COST PROPOSAL
(a) Audit of the Commission's financial statements for the year ending 9/30/12	Estimated Hours - 3,500 Estimated Fees - \$585,000
(b) Single Audit of the Commission's federal grant programs for the year ending 9/30/12 (assumes 5 programs, each additional program \$25,000)	Estimated Hours - 800 Estimated Fees - \$130,000
(c) Hourly rates by position are as follows:	

POSITION	HOURLY RATES
Member	\$275-350
Senior Manager/Manager/Specialist	\$175-275
Supervisor	\$150-180
Senior Accountant	\$130-150
Staff Accountant	\$125

A 10% payment of approximately \$72,000 will be paid by the County upon acceptance of this contract and will be presented as a deduction by the Contractor on the final billing at project completion. Progress billings for the engagement will be made on or about the 1st and the 15<sup>th</sup> of each month based on the number of hours of work incurred during the previous two weeks. Invoices are due within 30 days of invoice date.

Expenses will also include only actual out of pocket expenses such as mileage and other direct costs. All out of pocket expenses will be billed separately and disclosed fully on the statements.

5. **INDEPENDENT CONTRACTOR:** The Contractor acknowledges and understands that the performance of this contract is as 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.

6. **NON-DISCRIMINATION POLICY:** Both parties agree that all services rendered under this contract will be done without regard to race, creed, color, sex, national origin, religion or handicap. The Contractor acknowledges that it is required to agree to and comply with AO 08-4 regarding equal opportunity practices. A copy of the AO is attached hereto.

7. **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.

8. **TERMINATION OF CONTRACT:** This contract, with regard to the audit of the September 30, 2012 financial statements, may be terminated by the County with a thirty (30) day written notice to the Contractor. 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.

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

10. **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.

11. **INSURANCE:** Contractor will maintain such insurance as will protect him and the County from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this 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.

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

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 the Agreement.

13. CONFLICTS OF INTEREST: Other than assisting CPA firm clients in the normal course of business related to occupational tax and business license matters, during the term of this agreement, Contractor agrees not to represent any party with respect to any matter pending before the County without disclosing the nature of such representation, the amount and basis of any fees to be charged with respect thereto, and receiving the written consent of the County to such representation as evidenced by an amendment to this agreement approved by the Commission.

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

15. 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, 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 in the Circuit Court of Jefferson County Alabama, Birmingham Division.

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

CONTRACTOR

Carol L. Phillips, CPA, CFE

Warren Averett, LLC

JEFFERSON COUNTY, ALABAMA

David Carrington, President

Jefferson County Commission

WARREN AVERETT, LLC

#### ADDENDUM TO ACCOUNTING SERVICES CONTRACT

1. ENGAGEMENT: Warren Averett, LLC is pleased to confirm our understanding of the services we are to provide for Jefferson County, AL (the County). This agreement confirms our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide.

In the following sections, "we" refers to Warren Averett and "you" refers to Jefferson County, AL.

2. SERVICES PROVIDED: We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements, of the County as of and for the year ended September 30, 2012. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the County's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the County's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with

management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis, if presented.
2. Budgetary Comparison Information
3. Schedules of Funding Progress

Supplementary information other than RSI also accompanies the County's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

1. Schedule of Expenditures of Federal Awards.
2. Combining and Individual Non Major Fund Financial Statements

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on-

- Internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with Government Auditing Standards.

- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provision of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.

The reports on internal control and compliance will each include a statement that the report is intended solely for the information and use of management, the body or individuals charged with governance, others within the entity, specific legislative or regulatory bodies, federal awarding agencies, and if applicable, pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express such opinions and to render the required reports. If our opinions on the financial statements or the Single Audit compliance opinions are other than unqualified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards in accordance with the requirements of OMB Circular A-133. As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal awards, and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements, schedule of expenditures of federal awards, and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and schedule of expenditures of federal awards and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any nonaudit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements. You are also responsible for the selection and application of accounting principles; for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the County and the respective changes in financial position and, where applicable, cash flows in conformity

with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for ensuring that management and financial information is reliable and properly recorded. Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review on June 3, 2013. You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to present the supplementary information with the audited financial statements or make the audited financial statement readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits,

Terms of Engagement is a standard firm document signed by all clients that ensures both the firm and the client have a clear understanding of the services to be provided and the terms and objectives of the engagement. attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, Government Auditing Standards do not expect auditors to provide reasonable assurance of detecting abuse.

Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance

matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Government Auditing Standards.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, Government Auditing Standards, and OMB Circular A-133.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the County's compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to Government Auditing Standards.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB Circular A-133 Compliance Supplement and related addenda for the types of compliance requirements that could have a direct and material effect on each of the County's major programs. The purpose of these procedures will be to express an opinion on the County's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

The audit documentation for this engagement is the property of Warren Averett, LLC and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to the State of Alabama Department of Examiners of Public Accounts, certain cognizant or oversight agencies, or a designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Warren Averett, LLC personnel and you will be billed for this at our standard hourly rates. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by the State of Alabama Department of Examiners of Public Accounts or your cognizant or oversight agency. If we are aware that the State of Alabama Department of Examiners of Public Accounts, a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Carol L. Phillips is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Government Auditing Standards require that we provide you with a copy of our most recent external peer, review report and any letter

of comment, and any subsequent peer review reports and letters of comment received' during the period of the contract. Our 2010 peer review report accompanies this letter.

3. DETECTION. This engagement will not include any procedures designed to detect theft or illegal acts that are immaterial to the financial statements, and the County agrees that we will have no responsibility to do so.

4. FEES: Our fees for these services are outlined in the accompanying Accounting Services Contract. If unusual circumstances or transactions are encountered outside the scope of the audit, we will discuss them with you in advance and agree on any additional fees before we incur any time. Other requested services will generally be billed at our standard per diem rates in effect at the time the services are performed.

5. BILLING. Billing terms are outlined in the accompanying Accounting Services Contract. Invoices are due within 30 days of the invoice date. In the event that payment is not received within 45 days of the due date, the County will be assessed interest charges of one percent per month on the unpaid balance. We reserve the right to suspend or terminate our work due to nonpayment. In the event that our work is suspended or terminated as a result of nonpayment, the County agrees that we will not be responsible for the County's failure to meet government and other filing deadlines, or for penalties or interest that may be assessed against the County resulting from the County's failure to meet such deadlines.

6. LEGAL FEES: In addition to the fees for services described in this agreement, the County agrees to pay legal fees incurred in connection with any suit to recover fees due from you on this engagement, legal fees incurred by Warren Averett, LLC in responding to any third-party request for production and/or subpoenas related to your records and our work done for you in connection with an engagement thereon.

7. LIABILITY Warren Averett, LLC's maximum liability to the County for any reason shall be limited to the fees paid by the County for the services or work product giving rise to the liability except and to the extent finally determined to have resulted from our gross negligence or our willful misconduct.

8. INDEMNITY: The County agrees to release, defend, indemnify and hold Warren Averett, LLC and its members, managers, officers and employees and the respective heirs, executors, personal representatives, successors, and assigns of each of them harmless from any and all claims which arise from knowing misrepresentations to Warren Averett, LLC by the County, or intentional withholding or concealment of information from Warren Averett, LLC by the County.

9. DISPUTE RESOLUTION: By signing this agreement, both parties agree to submit to mediation at the option of either party for the resolution of any disputes or claims.

10. INVALIDATION In the event that any portion of this agreement is deemed invalid or unenforceable, said finding shall not operate to invalidate the remainder of this agreement.

11. DISCLOSURE: From time to time, we may disclose your information to a service bureau that assists us in providing data processing services. We have secured agreements with these service bureaus to maintain the confidentiality of your information. Warren Averett, LLC will remain responsible for the work provided by any of these service bureaus.

12. TERM: This agreement shall survive the termination of the County's engagement of Warren Averett, LLC.

13. AMENDMENT. The terms and conditions of this agreement (i) apply exclusively to the services specifically set forth in the "Services Provided" section herein (the "Current Specified Services") and do not apply to any other services specifically addressed in a separate Terms of Engagement entered into between Warren Averett, LLC and the County. This agreement replaces and amends all previous Terms of Engagement entered into between Warren Averett, LLC and the County for the services specifically set forth in the "Services Provided" section herein (the "Current Specified Services"). This agreement does not impose upon Warren Averett, LLC any additional obligations or responsibilities with respect to any other Terms of Engagement entered into between Warren Averett, LLC and the County.

CLIENT SIGNATURE: If the foregoing is in accordance with the County's understanding, please sign the copy of this letter in the space provided and return it to us.

Acknowledged:

W. D. Carrington, President  
Jefferson County Commission  
Carol L. Phillips  
Warren Averett, LLC

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

Thereupon the Commission Meeting was recessed.

The Commission Meeting was re-convened Wednesday, May 8, 2013 at 2:00 p.m. with the following members present:

District 1 George F. Bowman

District 3 James A. (Jimmie) Stephens

District 4 Joe Knight

District 5 David Carrington

Commission Carrington stated that an opinion from the County Attorney's Office that an Executive Session is appropriate for the Commission to discuss with counsel the legal ramifications of and legal opinions for pending litigation.

Motion was made by Commissioner Stephens seconded by Commissioner Knight to convene an Executive Session. Voting "Aye" Stephens, Knight, Bowman and Carrington.

Thereupon the Commission Meeting was recessed.

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The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 9:00 a.m., Thursday, May 16, 2013.

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President

ATTEST

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Minute Clerk

**END OF MINUTE BOOK 164**