

STATE OF ALABAMA)

JEFFERSON COUNTY) July 17, 2012

The Commission convened in regular session at the Birmingham Courthouse at 9:00 a.m., David Carrington, President, presiding and the following members present:

District 2 - Sandra Little Brown

District 3 - James A. (Jimmie) Stephens

District 4 - Joe Knight

District 5 - David Carrington

Motion was made by Commissioner Stephens seconded by Commissioner Knight that the Minutes of June 26, 2012, be approved. Voting "Aye" Stephens, Knight, Brown and Carrington.

The Commission met in Work Session on July 10, 2012, and approved the following items to be placed on the July 17, 2012, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Items 1 through 7 and Addendum Item 10, 11 and 12.
- Commissioner Brown, Community Service and Roads and Transportation Committee Items 1 through 25 and Addendum Items 14 through 17.
- Commissioner Carrington, Administrative Services Committee - Items 1 through 18 and Addendum Items 5, 18 and 19.
- Commissioner Knight, Land Planning and Development Services, Emergency Management Agency, Board of Registrars and Courts, Inspection Services Committee Items 1 through 22 (Item # 2 removed from agenda) and Addendum Item 13.
- Commissioner Stephens, Finance & Information Technology Committee Items 1 through 25 and Addendum Items 6 through 9 and 20.

Reverend Dr. Michael Wesley, Pastor of Greater Shiloh Missionary Baptist Church and Emory Anthony, Attorney spoke to the Commission in support of Cooper Green Mercy Hospital.

Commissioner Brown asked that any consulting firm hired to advise the Commission relating to Cooper Green Mercy Hospital should make their reports to the County Manager and not to individual Commissioners.

A Public Hearing was held to receive comments to close and discontinue roadway maintenance of Mulga Loop Road (undeveloped area), a/k/a Templeton Road between Minor Parkway and Reading Avenue. There being no comments, the Commission took the following action.

Jul-17-2012-480

MULGA LOOP ROAD PARTIAL CLOSURE

WHEREAS, Jefferson County has previously accepted Mulga Loop Road located in Sections 25 and 36 of Township 17 South- Range 4 West in unincorporated Jefferson County for maintenance and has maintained said section of roadway; and

WHEREAS, the Department of Roads and Transportation is requesting the permanent closure of Mulga Loop Road between Minor Parkway and Reading Avenue due to the unabated dumping of garbage and other rubbish along the roadway and the convenient well maintained alternative route available for through traffic and local access.

NOW THEREFORE, BE IT RESOLVED by the Jefferson County Commission to close and discontinue roadway maintenance on the section of Mulga Loop Road between Minor Parkway and Reading Avenue.

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

A Public Hearing was held to receive comments to close and discontinue roadway maintenance of Altadena Lake Drive at its southwestern intersection with Camp Horner Road. Rocky Ridge Fire Chief Jon Lord, Grady Trammel, Sandy McAnoll and Greg West spoke to the Commission regarding this road closure. After discussions, the Commission took the following action.

Jul-17-2012-481

ALTADENA LAKE DRIVE PARTIAL CLOSURE

WHEREAS, the Altadena Valley 4th Sector subdivision located in the Southwest Quarter of Section 34, Township 18 South, Range 2 West of Jefferson County and recorded in Map Book 75, Page 57 of the Jefferson County Probate Office in the Jefferson County Courthouse located in Birmingham Alabama includes public road right of way for Altadena Lake Drive; and

WHEREAS, Jefferson County has previously accepted the section of Altadena Lake Drive located in unincorporated Jefferson County for maintenance and has maintained said section of roadway; and

WHEREAS, the residents of the Altadena Lake Subdivision have petitioned the Jefferson County Commission to close the Altadena Lake Drive southwestern intersection with Camp Homer Road citing increased traffic and speeding on Altadena Lake Drive and Redwing Drive.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission to close and discontinue roadway maintenance on the section of Altadena Lake Drive lying between the southwestern right of way limits and the edge of travel way of Camp Homer Road.

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

Jul-17-2012-482

RESOLUTION OF THE JEFFERSON COUNTY COMMISSION OF
WITH RESPECT TO
AMENDING THE PREVIOUS COUNTY ZONING RESOLUTIONS
UNDER THE PROVISIONS OF ACTS 344 & 581, 1947 GENERAL ACTS
AND ACTS 422 & 634 GENERAL ACTS OF ALABAMA

WHEREAS, pursuant to the provisions of the above Acts 581, 422 and 634 of the General Acts of Alabama, aforesaid and upon the recommendations of the Jefferson County Planning and Zoning Commission, this Jefferson County Commission did advertise a public hearing as prescribed by law, and

WHEREAS, this County Commission did hold such public hearing, as advertised, in the Jefferson County Courthouse, Birmingham, Alabama for the purpose of entertaining a public discussion of the amendment at which parties in interest and citizens were afforded an opportunity to voice their approval or raise objections, and

WHEREAS, after due consideration of the recommendations aforesaid and as a means of further promoting the health, safety, morals and general welfare of the County, this Jefferson County Commission does hereby approve and adopt the herein contained amending provisions for the purpose among others, of lessening congestion in roads and streets; encouraging such distribution of population and such classification of land uses as will tend to facilitate economical drainage, sanitation, education, recreation and/or occupancy of the land in the County.

BE IT FURTHER RESOLVED that the President is hereby authorized and directed to execute all zoning maps and detail sheets and documents as may be necessary and appropriate to carry out this action.

Z-2012-011 Rock Creek Baptist Church, owner; Donnie Hicks, agent. Change of zoning on Parcel ID# 32-12-0-0-35 in Section 12 Twp 18 Range 6 West from A-1 (Agriculture) to INST-1 (Institutional) for compliance for a church. (Case Only: 985 Glaze Drive, Bessemer, AL 35023) (ROCK CREEK) (4.39 Acres M/L) Ref: A-2012-024

Motion was made by Commissioner Stephens seconded by Commissioner Brown that Z-2012-011 be approved. Voting "Aye" Stephens, Brown, Carrington and Knight.

Z-2012-012 Michael and Stacy Sanders, owners. Change of zoning on Parcel ID#s 16-27-0-0-10, 13 and 13.1, Lots 11 thru 14 Porter Survey, in Section 27 Twp 16 Range 5 West from R-6 (Single Family) to A-1 (Agriculture) for keeping of personal goats, chickens, ducks, turkeys and dogs. (Case Only: 3953, 3957 and 3961 Porter Road, Adamsville, AL 35005) (WEST JEFFERSON) (1 Acres M/L)

Motion was made by Commissioner Stephens seconded by Commissioner Brown that Z-2012-012 be approved. Voting "Aye" Stephens, Brown, Carrington and Knight.

Z-2012-015 Donald O. Bennett, owner. Change of zoning on Parcel ID#s 22-12-2-2-1.0 & 2.0 in Section 12 Twp 17 Range 3 West from R-6 (Single Family) to C-1 (Commercial) for a flea market. (Case Only: 5228 Hughley Road, Birmingham, AL 35207) (LEWISBURG) (1.8 Acres M/L)

Motion was made by Commissioner Knight seconded by Commissioner Brown that Z-2012-015 be denied. Voting “Aye” Knight, Brown and Carrington. Commissioner Stephens abstained.

Z-2012-014 The Church of Christ at Argo Park, owners; James Harbison, agent. Change of zoning on Parcel ID# 10-34-3-0-6.0 in Section 34 Twp 15 Range 1 East from I-1 (Light Industrial) to INSTITUTIONAL-1 for a church. (Case Only: 8292 Micklewright Road, Trussville, AL 35173) (ARGO) (3.46 Acres M/L)

Rezoning be contingent upon the submission and approval of a new site plan showing a dedicated right-of-way of 25 feet on both sides of the centerline of Micklewright Road; and to be further subject to the following

RESTRICTIVE COVENANT: Property shall be used in its present state of development, with any changes or improvements to be subject to the approval of the Department of Land Planning and Development Services.

Motion was made by Commissioner Knight seconded by Commissioner Brown that Z-2012-014 be approved subject to filing of covenants. Voting “Aye” Knight, Brown and Carrington. Commissioner Stephens abstained.

Z-2012-013 Ben Hamm, Christopher L. Dooley, Russell W. and Pamela J. Lee, and Donna Kay and Ronald W. Yates owners; Carter L. Cooper, agent. Change of zoning on Parcel ID#s 31-23-1-0-57, 57.1, 57.2, and 57.3, Lots 1 thru 4 of the Amended Map of Sherrods 2nd Addition to Concord in Section 23 Twp 18 Range 5 West from R-2 (Single Family) to C-1 (Commercial) for a general retail store (Dollar General). (Case Only: 3459 Warrior River Road, Hueytown, AL 35023) (CONCORD) (1.45 Acres M/L)

RESTRICTIVE COVENANTS: 1. a privacy fence with an exterior green belt along the entire length of the property's reverse frontage along Sherrod Drive, and turning to continue eastward along the south side of parcel 57.3; 2. Delivery trucks shall access directly to and from Warrior River Road only, and shall at no time use any local/residential street, including but not limited to Magnolia Lane and White Drive; 3. the use of the property shall be for a Dollar General store only; 4. the exterior design and construction materials of the building shall, to the maximum extend practicable, be consistent with that of the nearby reconstructed commercial businesses; 5. permanent freestanding signage shall be limited to the monument sign shown on the plan 6. All exterior lighting shall be directed downward onto the property, away from any residential property or public right-of-way, and shall be the minimum necessary for the safety of pedestrians and vehicles.

Motion was made by Commissioner Stephens seconded by Commissioner Knight that Z-2012-013 be approved subject to filing of covenants. Voting “Aye” Stephens, Knight, Brown and Carrington.

Jul-17-2012-483

WHEREAS, Alabama Act 2011-69 authorizes the Jefferson County Manager to appoint a Chief Financial Officer to assist the County Manager in the performance of his or her duties and responsibilities; and

WHEREAS, Jefferson County Manager Tony Petelos desires to appoint George J. Tablack as Chief Financial Officer; and

WHEREAS, Alabama Act 2011-69 requires that the appointment of George J. Tablack as Chief Financial Officer be approved by a majority of the Jefferson County Commission.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION as follows:

1. The at will, full time position of Chief Financial Officer of Jefferson County is hereby established.
2. The salary for the position of Chief Financial Officer of Jefferson County is hereby set at \$180,000.00 per year.
3. The Chief Financial Officer of Jefferson County shall be entitled to participate in all benefit plans sponsored by the County for its full time employees.
4. The Chief Financial Officer shall perform the duties and responsibilities set forth in the job description of Chief Financial Officer.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of George J. Tablack is hereby approved, effective immediately, upon his successful completion of pre-employment screening.

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

Jul-17-2012-484

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

agreement between Jefferson County, Alabama and EDPM, Inc. to provide employee background investigation services for the period August 1, 2012 - July 31, 2013 in the amount of \$10,000.

Contract ID: 00002868

RFP: 109-11

AMENDMENT TO CONTRACT

Renewal No. 1

This Amendment to the Contract entered into this 10th day July, 2012 by and between Jefferson County, Alabama, through the Human Resources Department (hereinafter called "the County") and EDPM, Incorporated. (hereinafter called "the Contractor").

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract.

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

The contract between the parties referenced above, which was approved by the Jefferson County Commission on the 27th day of September 2011, and recorded in Minute Book 162, Pages 222-225, is hereby amended as follows:

Amend the Terms of Work paragraph as follows: This contract will be effective August 1, 2012 through July 31, 2013.

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

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, Commission President

CONTRACTOR:

_____, Authorized Representative

EDPM, Incorporated

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

Jul-17-2012-485

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the General Retirement System take the following action: Malinda Stubbs Parker, Tax Collector -Birmingham was granted a military leave of absence from April 1, 2012 to May 5, 2012 and from May 5, 2012 to May 21, 2012 and the amount of pension contributions due Malinda Stubbs Parker is \$482.89 plus the County matching contributions of \$482.89 for a total of \$965.78.

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

Jul-17-2012-486

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

Amendments/Agreements with the following:

- (a) Technical Innovations - to provide audio and visual maintenance services for the test administration facility for FY2012-2013 - \$36,100
- (b) Adtrav Travel Management - to provide travel services for FY2012-2013 - \$85,000
- (c) Freedom Reporting - to provide transcription services for FY2012-2013 - \$18,000
- (d) Balch & Bingham, LLP - to provide legal representation for FY2012-2013 - \$246,000
- (e) Lloyd, Gray, Whitehead & Monroe, PC - to provide legal representation for FY2012-2013 - \$120,000
- (f) Bright House Networks Business Solutions - to provide an updated component to the disaster recovery system for the period August 1, 2012 - July 31, 2015 - \$5,138.15

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Oce North America, Inc. to provide TDS750 multi-system, printer supplies and maintenance/support for large format scanner/plotter for the period June 11, 2012 - June 10, 2013 in the amount of \$34,246.20.

CONTRACT NO: 00003921

MULTIFUNCTION WIDE FORMAT DIGITAL SYSTEM AND SOFTWARE
MAINTENANCE/SUPPORT CONTRACT

THIS AGREEMENT entered into this 11th day of June 2012, by and between Jefferson County Alabama thereafter called "the County", and Oce North America, Inc. called "the Contractor". The effective date of this agreement shall be June 11, 2012.

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

WHEREAS, the Contractor desires to furnish said equipment and software maintenance/support to the County.

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the equipment and services hereinafter set forth.
2. SCOPE OF SERVICES: This contract results from Jefferson County's ITB No. 87-12 for Multifunctional Wide Format Digital System. The ITB describes the scope of services required. This contract describes the scope of Equipment, Software and Maintenance/Support Services called for and constitutes the entire agreement between the parties. The Scope of equipment and services are as follows:
 - Oce TDS750 Multifunction System with trade in allowance for Xerox 8830 (to include installation of equipment _and pick up and removal of Xerox 8830)
 - Toner as specified in Bid
 - Developer as specified in Bid
 - Overages
 - Maintenance Software Support (to include parts, labor and travel) will be no less than covered by the standard maintenance agreement issued by the manufacturer of specified equipment. Includes software upgrades at no additional cost.
 - Initial supply of (1) toner, (1) developer and 6 rolls 36"X500' bond media
 - One (1) Year Maintenance with 60,000 s ft total allowance
3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render services to Jefferson County Commission after the effective date of this Contract. The Contract term expires on June 10, 2013, with the option to renew for a period of up to two (2) additional one (1) year terms.
4. ASSIGNMENT: No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize the Successful Offeror to subcontract (assign) any portion of this contract, the Successful Offeror will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Successful Offeror must maintain a continuous effective business relationship with the sub-contractors) including, but not limited to, regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.
5. GOVERNING LAW/DISPUTE RESOLUTION: The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, material and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County Alabama, Birmingham Division.
6. STATEMENT OF CONFIDENTIALITY: Contractor agrees that any information accessed or gained in performance of those duties will be maintained in absolute confidence and will not be released, discussed, or made known to any party or parties for any reason whatsoever, except as required in the conduct of duties required, or where disclosure is required by law or mandated by a court of law.
7. COMPENSATION: The Contractor shall be compensated for equipment, material and maintenance at cost shown below. Compensation not to exceed \$34,246.20 first year of contract.

DESCRIPTION	PRICE
TDS750 Multifunction System (with trade in)	\$29,822.00

Toner (carton)	\$ 290.00
Developer (carton)	455.00
Overages (s q. ft.)	0.0263
Annual Maintenance	3,679.20

8. PAYMENT TERMS: Net 30

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

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

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

12. 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.

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

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

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

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

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

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

19. HOLD HARMLESS AND INDEMNIFICATION: Contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed by a third party against or imposed upon County because of bodily injury, death or tangible property damage, real or personal, negligent acts, errors or omissions, including engineering and/or

professional error, fault, mistake or negligence of Integrator, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees.

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

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

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

Jefferson County Commission

CONTRACTOR: Oce North America, Inc.

Jack McNulty, Vice President - Finance

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

Jul-17-2012-488

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute the Amendment No. 1 to the Agreement dated May 13, 2011 to provide professional engineering design services for the Fairmont, Halls Branch and Harriman Pump Station Upgrades between Jefferson County and Engineering Services Associates, Inc. This Amendment increases the contract value by \$48,142.45 to an amended total of \$191,669.65.

AMENDMENT NO. 1
TO AGREEMENT TO PROVIDE
ENGINEERING DESIGN SERVICES FOR
FAIRMONT, HALLS BRANCH AND HARRIMAN PUMP STATION UPGRADES

This is an Amendment to the Contract by and Between Jefferson County, Alabama through the Environmental Services Department, hereinafter called "the Owner," and Engineering Service Associates, Inc., hereinafter called the "Consultant" to amend the scope of the original Agreement and to provide additional Engineering Services for the Fairmont, Halls Branch and Harriman Pump Station Upgrades.

WITNESSETH:

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

WHEREAS, the Owner desires to amend the contract; and

WHEREAS, the Consultant wishes to amend the contract.

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

The contract between the parties which was approved by John S. Young, Jr., LLC, Receiver on May 13, 2011, is hereby amended as follows:

I. AMENDMENT TO ARTICLE I - SCOPE OF WORK

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

1. Fairmont Pump Station:

A. Provide engineering design and construction management to extend the pump station access drive to address existing drainage issues.

B. Coordinate natural gas service requirements with Alagasco and the Birmingham Housing Authority.

2. Halls Branch Pump Station:

A. In place of performing a feasibility study as described in the original scope of work, Consultant is to provide survey, design and construction management for pump station upgrades which include new dry pit submersible pumps and motors, standby power, level control system, electrical panel and controls, building renovations to include pump hoist and monorail, replace roofing system on existing pump station building, new building ventilation system, wet well vent, and other ancillary appurtenances.

- B. Provide survey, design and construction management to replace existing 24" influent gate valve and to pave driveway to address existing drainage issues.
 - C. Digitally recreate pump station drawings from original hard copy drawing scans.
 - D. Investigate cause of, and make recommendations regarding excessive pump starts.
 - E. Evaluate FEMA Flood Plain Maps in regards to the pump station's location.
3. Harriman Pump Station:
- A. Perform additional site investigations to identify source of excessive infiltration/inflow into the pump station.
 - B. Coordinate and review TVI to identify immediate sewer repair needs and to determine additional sewer rehab needed in the system.
 - C. Investigate existing ROW at the pump station; stake existing and required additional ROW for negotiations with the property owner.

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

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

- 1. Amend to grant a time extension of fifteen (15) months, beginning May 13, 2012.

III. AMENDMENT TO ARTICLE III - PAYMENT

Amend Article III – Payment, Section 1 as follows:

- 1. In consideration of the change in the Scope of Work of the project as described by this AMENDMENT, the basis of compensation paid to the CONSULTANT shall be changed as described herein as follows:

OWNER will pay the CONSULTANT based on actual allowable expenses not to exceed the proposed costs of \$44,769.10, (Forty-Four Thousand, Seven Hundred Sixty-Nine Dollars, Ten Cents), plus a fixed professional fee of \$3,373.35, (Three Thousand Three Hundred Seventy-Three Dollars, Thirty-Five Cents) for a total "cost plus fixed fee" contract in the amount of \$48,142.45, (Forty-Eight Thousand, One Hundred Forty-Two Dollars, Forty-Five Cents), as shown in Attachment 1 appended hereto.

Total Amendment Amount	\$ 48,142.45
Grand Total Contractual Amount	\$191,669.65

ARTICLE VI

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures, Engineering Service Associates, Inc. on the day of, 2012, and the OWNER on the day of , 2012.

ENGINEERING SERVICE ASSOCIATES, INC.

Celeste T. Lachenmyer, President

RECOMMENDED:

ENVIRONMENTAL SERVICES DEPARTMENT

David Denard, Director

APPROVED:

JEFFERSON COUNTY, ALABAMA

W.D. Carrington, President

Jefferson County Commission

ATTEST:

Minute Clerk

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

Jul-17-2012-489

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and DebtNext Solutions, LLC to provide RFP development for collection services in the amount of \$7,500.

CONTRACT NO: 3957

PROFESSIONAL SERVICES CONTRACT
RFP DEVELOPMENT FOR COLLECTION SERVICES

THIS AGREEMENT made this the 22nd day of May, 2012 by and between Jefferson County Alabama, hereinafter called "the County", and, DebtNext Solutions, LLC., called "the Contractor". The effective date of this agreement shall be June 1, 2012.

WHEREAS, the County desires to contract for RFP Development for Collection Services to the Jefferson County Commission, hereinafter called "the County";

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

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

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

2. SCOPE OF SERVICES: This contract results from County's request for Professional Services to perform an audit/review of the ESD internal billing and collection process (AP 1), the External Collection Vendor (AP 2) currently servicing accounts placed for collection by the Environmental Services Department and the RFP development, management and due diligence services provided by the CONTRACTOR necessary to enable the Environmental Services Department to procure a debt collection vendor. The essential components of this Contract are adopted herein by reference. This contract document constitutes the entire agreement between the parties. The Scope of Services is as follows:

DESCRIPTION	AMOUNT
DebtNext Solutions and its Consulting Group fee include the AP 1 on the current Jefferson County ESD internal and external collection process. DebtNext will spend a minimum of one day conducting an interview of all Jefferson County ESD associates that work and are responsible for the management of its internal and external process. The interview process will provide DebtNext a good understanding and overview from the time of a new customer set up through late payment, final bill and charge off. The process includes an analysis of the current workflow process, evaluation of the current vendors used in the internal active account process and recommendations of potential changes and or enhancements to current policy and procedures.	\$7,500.00
GRAND TOTAL	\$ 7,500.00

• Contractor will provide On-site interview process with key associates of the ESD to discuss the infrastructure and resources that drive internal collection processes and performance to include:

- ESD Background
- Review of Work and Performance Standards
- Operating and General Billing/Collection Procedures
 - o Skip Tracing/Account Scrubbing Process
 - o Who handles incoming call for payments, disputes & general needs
 - o Who handles incoming written correspondence for payments, disputes & general needs
 - o How were accounts placed for collection with the current External Collection Vendor
 - Vendor requirements > payments, status and reporting

A. Contractor will provide On-site interview process with key associates of the External Collection Vendor to discuss the infrastructure and resources that drive external collection processes and performance to include the following sections:

- i. Comments regarding the Operations questions
- ii. Comments regarding the Accounting & Receipts questions
- iii. Comments regarding the Security & Compliance questions
- iv. Comments regarding the accounts selected for review
- v. PSP (People-Systems & Process) Ratings
- vi. Action Plan Recommendations

A description of each section is listed below

Section i. > Interview process with key management associates of the External Collection Vendor to discuss the firm's infrastructure and resources that drive collection processes and performance:

- Company Background and Industry Specialization
- Operating and General Collection Procedures
- Skip Tracing/Account Scrubbing Process and Vendors
- Review of Collector to Account Ratios/Collector Talk Off Content/Compensation
- Dialer/Phone Process and Vendors
- Internal Training, Monitoring and Account Review Program
- Client Servicing and Reporting Protocol
- SIF Inducement Techniques: Mass Mailers & SIF & PPA Management
- Suit Worthiness. Preparation & Courthouse Handling:

- Pre-Judgment and Post-Judgment Procedures
- Overall Operating Platform Review with Company Executives

Section ii. > Interview. audit and analysis of the External Collection Vendor accounting and receipts department. Areas include but not limited to:

- What legal collection system is used to document receivable account activity
- Who opens the mail and where is the mail opened
- Are checks logged and restrictively endorsed immediately upon receipt, by the person opening the mail
- What procedures are followed for a payment in the form of cash (currency)
- Who enters payments into computer system
- Who makes the deposit
- Who reconciles bank account
- How often are deposits made
- Where are un-deposited funds kept
- Are daily receipt reports compared to deposit slips
- Is fidelity bond insurance maintained for employees handling receipts and bank accounts
- Collection system interface with its accounting system
- How are receipts and deposits reconciled with the vendor collection system
- Full reconciliation and audit of all designated accounts provided by JEFFERSON COUNTY ESD where court cost and suit legal fees were paid by JEFFERSON COUNTY ESD through account handling by the external collection vendor

Section iii. > Interview, audit and analysis of the External Collection Vendor security & compliance practices and policies. Areas include but not limited to: Firms formal disaster recovery plan Electronic Data Security Internet Security Electronic Data Security Internal Data Security Firms locked entry into the office from a waiting room. Firm's security for opening mail and processing debtor payments with access limited to accounts receivable personnel only. Firm's security within its computer/telephone room, locked at all times, limited access only to management and IT personnel. Firms video cameras, placement at all external entry points, at all locations at which debtor mail and payments are processed. How long does the firm keep the tapes for back up

Section iv. > Individual account; file reviews on designated placements and payment remittances provided by the ESD. Validate FDCPA Compliance Validate Contracted Collection Treatment Process Validate Contracted Contingent Collection Rate

Section v. > PSP Matrix Rankings. rating process from Sections i, ii, iii. The PSP is a scorecard to assist the ESD in rating and evaluating its external collection vendor. People - Experience. Tenure and Industry Specialization Systems - Technology (collection system, phone/dialer, skip/scrubbing vendors, security) Process - Collection Treatment Process (number of phone attempts, contacts, written communications all within FDCPA compliance)

Section vi. > DebtNext audit recommendations: Description of the External Collection Vendor Strengths and Areas of Improvement Action Plan to address the Areas of Improvement Defined Time Tables and Accountability on Action Plan Follow Up

B. CONTRACTOR will provide RFP development, management and due diligence service.

C. CONTRACTOR staffing levels and staff hours and timeframes for the planned audits.

- Staffing Levels- The audit at the external collection vendor location designated by JEFFERSON COUNTY ESD will be conducted by a Senior Practice Leader of the DebtNext Consulting Group. The Audit Findings Report will be completed by the Senior Practice Leader and the assigned Administration Team needed to complete the final document within the proposed timeframe.

- Staff Hours- The audit at the external collection vendor location designated by JEFFERSON COUNTY ESD will be conducted within a (2) day on-site audit process. The DebtNext staffing levels and hours insures the on-site visit and findings report will be completed within (14) days from the initial two (2) day on-site audit at the OCV location designated by JEFFERSON COUNTY ESD.

- Timeframes for Planned Audits- The timeframe to complete all audits and respective Audit Findings Report for the JEFFERSON

D. The external collection vendor audit designated for assignment by JEFFERSON COUNTY ESD receives the Audit Findings Report. In addition, DebtNext Consulting will provide JEFFERSON COUNTY ESD our PSP Performance Rating Matrix.

The PSP matrix includes a scoring process on the firms:

- People (Company Background, Experience. Industry Specialization and Associate Tenure)
- Systems (Skip Trace/Scrubbing, Dialer Technology, Overall Process)
- Process (Current Collection Treatment Process, Use of Written Demands and Phone Attempts/Contacts) Audit process to include:
- Initial questionnaire.
- Review a sample of debtor activity files supplied by the external collection vendor.
- Produce binder with completed consulting/audit and spreadsheet and corresponding results, recommendations, summary letter and action items.

- Post audit questions & answers with the external collection vendor.
- Each OCV Report Library to include copies of monthly, quarterly and yearly:
 - o Performance Analysis Reports
 - o Inventory Reports. (days in service on accounts pre and post legal)

Activity Reports, (accounts with no activity 90,180,360 days) In times of natural or man-made disaster, when disaster activities preclude normal operations, it is agreed that either party may request rescheduling or cancellation or courses) without penalty.

3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to render professional services to the County at any time after the effective date of this Contract. The Contract term expires on April 1, 2013, with the option to renew for a period of up to two (2) additional one (1) year terms.
4. **ASSIGNMENT:** No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize the Successful Offer or to subcontract (assign) any portion of this contract, the Successful Offer or will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract. the Successful Offeror must maintain a continuous effective business relationship with the sub-contractors) including, but not limited to, regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.
5. **GOVERNING LAW/DISPUTE RESOLUTION:** The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, material and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County Alabama, Birmingham Division.
6. **STATEMENT OF CONFIDENTIALITY:** Contractor agrees that any information accessed or gained in performance of those duties will be maintained in absolute confidence and will not be released, discussed, or made known to any party or parties for any reason whatsoever, except as required in the conduct of duties required, or where disclosure is required by law or mandated by a court of law.
7. **COMPENSATION:** The Contractor shall be compensated for Services rendered at a cost shown on Item 2: Scope of Services. Payment terms are Net 30 days after receipt of invoice.
8. **INDEPENDENT CONTRACTOR:** The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for all applicable federal, state and local taxes, etc. and the County will not be obligated for same under this contract.
9. **NON-DISCRIMINATION POLICY:** Both parties agree that all services rendered under this contract will be done so without regard to race, creed, color, sex, national origin, religion or handicap.
10. **MISCELLANEOUS REQUIREMENTS:** Upon execution of this contract, the Contractor shall furnish the Jefferson County Finance Department with information required for Form 1099 reporting and other pertinent data required by law.
11. **TERMINATION FOR CONVENIENCE:** Upon Thirty (30) days written notice to the Contractor, the County may without cause and without prejudice to any other right or remedy to the County, elect to terminate the Agreement. In such case the Contractor shall be paid (without duplication of items): (1) for completed and accepted work executed in accordance with the Agreement prior to the effective date of termination, including fair and reasonable sums for such work; (2) for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Agreement in connection with any uncompleted work; and (3) for reasonable expenses directly attributable to termination, excluding loss of anticipated revenue or other economic loss arising out of or resulting from such termination.
12. **LIABILITY:** The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY.
13. **AMENDMENT OF AGREEMENT:** This Contract contains the entire understanding of the parties, and no change of any term or provision of the Contract shall be valid or binding unless so amended by written instrument which has been executed or approved by the County. Any such amendment shall be attached to and made a part of this Contract. A written request must be made to the County and an amended agreement will be executed.
14. **INSURANCE:** Contractor will maintain such insurance as will protect him and the County from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama. Evidence of insurance will be furnished to the Purchasing Agent not later than seven (7) days after purchase order date Contractor must have adequate Commercial General liability insurance of \$1,000,000 per occurrence. Before beginning work, contract party shall file with the County evidence of insurance showing the amounts of insurance carried and the risk covered thereby. Liability insurance coverage must be no less than \$1,000,000. During performance the company must effect and maintain insurance from a company licensed to do business in the State of Alabama. Coverage required includes

1) Commercial General Liability; 2) Business Automobile Liability; 3) Worker's Compensation and Employer's Liability.

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

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

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

18/ LIMITATION OF LIABILITY: NEITHER PARTY SHALL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES UNDER THIS AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OF THEIR POSSIBILITY. THIS LIMITATION OF LIABILITY APPLIES BOTH TO PRODUCTS AND SERVICES CUSTOMER PURCHASES UNDER THIS AGREEMENT.

BOTH PARTIES TOTAL LIABILITY ARISING OUT OF, OR IN CONNECTION WITH, ANY EVENT OR SERIES OF CONNECTED EVENTS OCCURRING IN CONNECTION WITH THIS AGREEMENT

SHALL NOT EXCEED THE VALUE OF THE PRODUCTS OR SERVICES PURCHASED BY CUSTOMER PURSUANT TO THIS AGREEMENT SUBJECT TO THE CLAIM.

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

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

Jefferson County Commission

CONTRACTOR.

Thom Majka, Director of Business Development

DebtNext Solutions, LLC

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

Jul-17-2012-490

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute an Agreement between Jefferson County, Alabama and Black & Veatch Corporation, in the amount of \$270,000.00 to Provide Professional Engineering Services for the Sanitary Sewer Modeling of the Turkey Basin.

AGREEMENT

TO PROVIDE ENGINEERING SERVICES FOR THE SANITARY SEWER MODELING OF THE TURKEY BASIN

This AGREEMENT, made this the _____ day of _____, 2012 by and between Jefferson County, a COUNTY in the State of Alabama as Party of the First Part, hereinafter referred to as the OWNER, and Black & Veatch Corporation, as Party of the Second Part,

hereinafter referred to as the CONSULTANT.

WHEREAS, the said CONSULTANT has agreed and by these presents does agree with the COUNTY for consideration hereinafter mentioned, with payment to be administered by the OWNER, to accomplish all engineering services as outlined in the following scope of work for the Sanitary Sewer Modeling of the Turkey Basin.

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 1 - SCOPE OF WORK

The CONSULTANT shall develop and calibrate a hydraulic model of the Turkey Basin portion of the Jefferson County, Alabama collection system.

The general scope of work shall include flow and rainfall analysis, model development, model calibration, existing system analysis and model documentation and delivery. See items below for more specific detail of engineering services to be provided to the OWNER.

Services will be limited to the engineering services described herein and approved by the OWNER.

In performance of the Services, it is understood that CONSULTANT may be supplied with certain information and/or data by OWNER and/or others contracted to OWNER, and that CONSULTANT will rely on such information. It is agreed that the accuracy of such information is not within CONSULTANT's control and CONSULTANT shall not be liable for its accuracy, nor for its verification.

Specifically excluded in the scope of work under this AGREEMENT is construction management, actual construction, repair, renovation or maintenance of the public works improvements by the CONSULTANT.

Task Series 100 - Administration

Task 101 – Project Administration

This task includes the administrative tasks to be performed throughout the project including preparation of monthly invoices (a narrative addressing work completed for the invoice period) and monitoring of the project budget and schedule.

Task 102 – Data Request

ENGINEER will prepare a data request at the beginning of the project to request information directly by the OWNER. The data request will be updated as necessary throughout the course of the project.

Task 103 - Project Communications

A project initiation meeting with the project team and the OWNER will be held at the beginning of the project to establish the lines of communication, to review the initial work plan and schedule, and to confirm our understanding of the project requirements. The project initiation meeting will provide the foundation for future decision-making. The minutes of the meeting will be maintained and reviewed at subsequent project review meetings to ensure established project objectives are being met.

In addition to the workshops conducted throughout the project, as identified in other task series, periodic status meetings will be held throughout the duration of the project via telephone conference call. The meetings will discuss the work progress to date, and present to the project team the work status relative to tasks completed, budget and schedule. ENGINEER will maintain the project schedule and update it for presentation and discussion at each project status meeting. The project schedule and periodic updates will document the status of the planned work and project decisions/milestones.

Documents referenced during and created for this project shall be maintained on a web-based document management control system managed by the ENGINEER. Access to documents for the OWNER shall be provided through a password controlled web interface. Meeting minutes, schedule, budget, progress reports, and other pertinent project documents will be posted on that site.

Task Series 200 – Flow and Rainfall Analysis

Task 201 – Flow and Rainfall Analysis

OWNER will provide historical flow and rainfall data for the previous year for eight existing permanent flow meters installed in the Turkey Basin (including the treatment plant). The flow and rainfall data shall be provided in electronic format (spreadsheet or database) identifying instantaneous flow, depth, and velocity at a minimum duration of every 15-minutes. Rainfall data will be reviewed for suitability for use in calibration. ENGINEER will conduct flow analysis for determination of the following for each site:

- Average weekday and weekend dry-weather flow
- Infiltration flow

In addition to the flow metering sites, ENGINEER will review flow data provided by OWNER for existing lift stations in the Turkey Basin.

ENGINEER will utilize population and land use data in conjunction with sub-basin boundaries to input base flows into the model. Census block and parcel data will be the primary source of population and land use data for flow allocation. Using the demographic and land use data in conjunction with average daily dry weather flow at each flow meter, base wastewater flow production will be established. Unitized hydrographs showing daily diurnal variations will be prepared using the flow monitoring data and average wastewater production established for each basin.

Water billing records provided by the OWNER will be used to identify the 10 largest users in each basin. These lists will be reviewed

with the OWNER and will be used as a quality check to confirm the calculated dry-weather flow and spatial distribution of generation.

Task 202 – Flow Analysis Memorandum (TM1) and Workshop

ENGINEER will prepare draft Technical Memorandum No. 1 (TM1) summarizing the flow and rainfall analysis and the development of base and wet weather flow components for input to the hydraulic model. A workshop will be conducted at the OWNER's offices to review the TM1 and receive OWNER's comments. Meeting minutes will be prepared by ENGINEER documenting agreed upon changes to the memorandum. Utilization and input of the flows into the hydraulic model will not be completed by ENGINEER until the meeting minutes are approved by OWNER. The memorandum will be finalized incorporating OWNER comments and submitted with the compiled model documentation near the completion of the project as identified in Task Series 600.

Task Series 300 – Model Development

Task 301 – Physical Facilities

Utilizing INNOVYZE InfoWorks, ENGINEER will construct a hydraulic model of the Turkey Basin to include all pipes, manholes, lift stations, and special structures. Data for physical facilities will be collected from the OWNER's Sewer Information Management System (SIMS). Information and drawings for pumping stations, and other special structures such as siphons, weirs, and known outfalls will be used to complete the model.

ENGINEER will check the inventory for hydraulic connectivity, omissions, and incomplete data. Gaps in the records shall be filled based on data supplied by the OWNER. The fee for this task assumes that less than 5-percent of the hydraulic data (pipe elevations, manhole rim elevations, pipe diameters, pipe lengths, pump and wet well data) or connectivity requires correction. If the level of correction exceeds the assumed 5-percent, OWNER shall authorize additional services for validation and completion of the physical facility information, not to exceed the established contract total.

Task 302 –Base Flows

The base flows assigned in the hydrologic component of the model will consist of the dry-weather unitized hydrographs and the spatial allocation of flows developed during the flow analysis. The dry weather flows will be routed through the collection system to determine that model construction was successful. Further flow analyses will be conducted in model calibration.

Task 303 – Model Development Memorandum (TM2) and Workshop

ENGINEER will prepare draft Technical Memorandum No. 2 (TM2) summarizing the development of the hydraulic model. A workshop will be conducted at the OWNER's offices to review the TM2 and receive OWNER's comments. Meeting minutes will be prepared by ENGINEER documenting agreed upon changes to the memorandum. Calibration of the hydraulic model will not be initiated by ENGINEER until the meeting minutes are approved by OWNER. The memorandum will be finalized incorporating OWNER comments and submitted with the compiled model document during the model documentation task.

Task Series 400 – Model Calibration

Task 401 – Calibration

Model calibration will be achieved by comparing the simulated flows with measured flows at each flow meter. In general, if the simulated and measured peak flow and total volume values are within 10 percent of the observed (metered) values, the model is considered calibrated, otherwise iterative adjustments in various parameters will be made until the desired match is achieved. The actual quality of calibration may be limited by variability in the observed flow data and rainfall response.

ENGINEER will perform a dry weather calibration to simulate base groundwater infiltration/inflow, the average diurnal profile, average flow, and dry weather peaking factors.

ENGINEER will conduct a wet weather calibration consisting of simulating system performance during three rainfall events. Data for fast reacting (impervious) inflow and slower reacting (pervious) inflow will be added to the dry weather calibrated model. The impervious and pervious inflows will be adjusted as required to achieve calibration. Once the model has been calibrated to an initial observed rainfall event, the calibration will be checked and verified against two other rainfall events. The rainfall events will be chosen so that they differ in characteristics (intensity, duration, total rainfall) so that the model can be tested under a range of events. Further adjustments to the pervious and impervious flows may be required during this verification phase. A final year-long verification simulation will be undertaken to characterize the quality of calibration for a full range of seasonal conditions. Further modifications may be implemented following the year-long simulation.

Calibration goals will be to obtain a simulated peak flow within 10 percent of observed peak flow at each calibration point, or flow monitor. The calibration goal for simulated peak flow and volume at the wastewater treatment plant is to be within 10 percent of observed values. In some instances the measured flows may be too small to achieve a calibration within 10 percent due to the insensitivity of model calibration parameters. The calibration goal for simulated time to peak flow is to be within 15 minutes of observed time to peak flow at each calibration point, or flow monitor. The time to peak flow calibration parameter has the highest degree of variability and is also the least significant in terms of peak flows. Therefore, while 15 minutes is the target criteria, calibration within 30-45 minutes is considered adequate. For each calibration point, the percentage variance, predicted and observed dry- and wet-weather hydrographs, and calibration parameters

will be determined.

Task 402 – Model Calibration Memorandum (TM3) and Workshop

ENGINEER will prepare draft Technical Memorandum No. 3 (TM3) summarizing the calibration of the hydraulic model. A workshop will be conducted at the OWNER's offices to review the TM3 and receive OWNER's comments. Meeting minutes will be prepared by ENGINEER documenting agreed upon changes to the memorandum. Existing system simulation of the hydraulic model will not be initiated by ENGINEER until the meeting minutes are approved by OWNER. The memorandum will be finalized incorporating OWNER comments and submitted with the compiled model document near the completion of the project during the model documentation task.

Task Series 500: Conduct Existing System Analysis

Task 501 – Historical Rainfall Analysis

ENGINEER will utilize historical rainfall data from the Birmingham International Airport. ENGINEER will review the historical annual rainfall patterns and various levels of protection and risk assessed for the Prudes, Leeds, Warrior, and Trussville Basins. ENGINEER will confirm applicability of previously developed levels of protection for the Turkey Basin.

Task 502 – Existing System Simulation

Engineer will conduct a hydraulic evaluation of the existing collection system under the 50th and 75th Percentile Level of Protection condition (or other Level of Protection, as agreed with the OWNER). Exhibits will be prepared presenting collection system surcharge (sewer capacity utilization greater than 100-percent) and predicted manhole overflows. A spreadsheet summary of lines overloaded by capacity, lines surcharged due to downstream capacity limitations, and manhole overflows will be produced.

Task 503 – Existing System Analysis Memorandum (TM4) and Workshop

ENGINEER will prepare draft Technical Memorandum No. 4 (TM4) summarizing the existing system analysis. A workshop will be conducted at the OWNER's offices to review the TM4 and receive OWNER's comments. Meeting minutes will be prepared by ENGINEER documenting agreed upon changes to the memorandum. The memorandum will be finalized incorporating OWNER comments and submitted with the compiled model document near the completion of the project during the model documentation task.

Task 600: Model Documentation and Delivery

Task 601 – Model Documentation

As part of the final delivery of the project, ENGINEER will prepare a single Executive Summary summarizing the four technical memoranda. This summary shall be a standalone document that provides the OWNER with an overview of the objective and findings from each of the technical memoranda.

Task 602 – Model Training Workshop

A final modeling training workshop will be conducted to document and review the models developed and to provide training on the calibrated models for the basins. The training will include a review of InfoWorks functionality, and a demonstration of model update, utilization, and calculation. ENGINEER will provide one licensed copy of InfoWorks, and the OWNER will utilize their InfoWorks license for this training. The final model documentation will include the Executive Summary and the finalized technical memoranda.

Task 603 – Model Documentation and Files Delivery

The model documentation will include the Executive Summary and each of the four technical memoranda bound in a 3-ring binder. Three CD-ROM data disks containing the final model files will be submitted together with the model documentation folders. Based on comments received at the model documentation and delivery workshop, and following acceptance of meeting minutes from the workshop, three (3) hard copies of the model documentation binder will be submitted to the OWNER.

The final model documentation will be created as a completely bookmarked Adobe Acrobat™ "PDF" in digital format. The documents shall have bookmarked Table of Contents, List of Figures, and List of Tables. Three CD-ROM data disks containing the final model documentation will be delivered to the OWNER.

DESCRIPTION OF ADDITIONAL SERVICES

The following items shall be considered additional services to be completed only upon authorization of the OWNER. If it is determined by the OWNER that such additional services may be required, ENGINEER will prepare a detailed scope and fee estimate covering the proposed work, for consideration by the OWNER.

- Field investigations to verify the location or condition of any physical facilities to be included in the wastewater collection system model.
- Additional meetings in addition to those identified in the basic scope of services. These additional meetings may include meeting with state and/or federal regulators to discuss the work completed on the project or with the OWNER's administrative board to present the results and findings related to this project, or with others as requested by the OWNER.
- Additional data compilation, review, and analysis if discontinuity and/or discrepancies in the physical facilities data exceed the assumed 5 percent of data needed for hydraulic model construction.

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 five (5) 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 to be performed shall be complete in accordance with the following schedule: Complete the scope of work within two hundred seventy (270) days after receipt of written notice from the OWNER to proceed. Should delays attributable to causes beyond the control of the CONSULTANT be encountered, such as would extend the contract work beyond the agreed upon two hundred seventy day period, 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 delay.

C. In case the OWNER 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

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, the compensation shall be computed on the basis of lump sum percentage complete for Tasks 100-600 and Time (Labor) and Materials (Expense) actual cost not to exceed the contract amount for any additional services under the Owner Directed Allowance. The 2012 Black & Veatch Corporation Rate Schedule included as Attachment A of this AGREEMENT shall be utilized for calculating the Labor fees. The actual costs shall include engineering labor cost, subcontractor costs (including standard markup), and reimbursable expenses for a total contract amount of \$270,000.00, all as shown below. This contract amount shall not be exceeded except by formal amendment to this contract. The components of this contract are described herein below and represent the CONSULTANT'S best estimate of anticipated costs to perform the scope of work:

SERVICES	MAXIMUM BILLING AMOUNT
Task Series 100-600	\$245,000
Owner Directed Allowance	\$25,000
TOTAL	\$270,000

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

SECTION 2- FINAL PAYMENT

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 fees 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, maps, and other engineering data furnished to the OWNER by the CONSULTANT shall bear thereon the endorsement of the CONSULTANT. All data

collected and prepared or generated under this agreement between the CONSULTANT and the OWNER shall be the property of the OWNER and shall not be released to any other party without the consent of the Director.

SECTION 3 - CONSULTANT'S ENDORSEMENT

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

SECTION 4 - DELAYS AND EXTENSIONS

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) days after the alleged delay has occurred.

2. In the event that delays are deemed avoidable by the OWNER and time extensions are not granted, the CONSULTANT may be subjected to a liquidated damages charge of \$100.00 per day for each calendar day exceeding the time specified in Article II.

SECTION 5 - TERMINATION OR ABANDONMENT

1. The OWNER shall have the right to abandon or terminate 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 costs incurred for satisfactory work performed by the CONSULTANT prior to the termination of the AGREEMENT, less any payments previously made.

SECTION 6 – TERMINATION OF CONTRACT FOR BREACH

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

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

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

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

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

B. Before the Contract is terminated, the Consultant will first be notified in writing by the 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 complaint is made, the OWNER may declare the Contract terminated and will notify the Consultant accordingly.

C. 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 dispute resolution under Article IV section 14.

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 Jefferson County, AL, Jefferson County Commission, their 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 the negligent 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 thereby 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.....	\$1,000,000.00 each claim

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

SECTION 9 - GENERAL COMPLIANCE WITH LAWS

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

SECTION 10 - SUBLETTING, ASSIGNMENT OF TRANSFER

No portion of this contract may be sold, assigned, or transferred to a third party without the express written consent of the Jefferson County Commission, Jefferson County, Alabama, its successors, assigns or designees.

SECTION 11 - EMPLOYMENT OF OWNER WORKERS

1. The CONSULTANT shall not solicit for employment, 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 OWNER official, employee of the OWNER, Jefferson County Commission official, or employee of the Jefferson County Commission shall be admitted to any share or part of this AGREEMENT, or to any benefit that may arise there from, except the use of the facility being designed as enjoyed by the general public.

SECTION 12 - CONTROL

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

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 subcontractors are to 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, color or national origin 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 will abide by all clauses and stipulations in, and as required by Jefferson County Commission Administrative Order 08-4 attached hereto as Exhibit A including the execution of the EEO certification.

B. Solicitations of Subcontractor, Including Procurement or Materials and Equipment:

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

C. Sanctions of Noncompliance:

In the event of the CONSULTANT'S noncompliance with any 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

A. 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 specifically agrees that this AGREEMENT shall be deemed executory only to the extent of monies available and no liability shall be incurred by the OWNER beyond the monies available for that purpose.
- 2. The CONSULTANT, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself in a manner consistent with such status, that he will neither hold himself out as, nor claim to be an officer or employee of Jefferson County, Alabama or of the 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 Jefferson County, Alabama or 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 _____, 2012, and the OWNER on the _____ day of _____, 2012.

BLACK & VEATCH CORPORATION

Brent M. Reuss, Vice President

RECOMMENDED:

David Denard, Jefferson County Director of Environmental Services

APPROVED:

W. D. Carrington, President

Jefferson County Commission

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

Jul-17-2012-491

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute an Agreement between Jefferson County, Alabama and CH2M Hill, in the amount of \$215,000.00 to Provide Professional Engineering Services for the Jefferson County Environmental Services Department Specifications, Standard Details, and Design Guidelines Update Project.

AGREEMENT TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR

Jefferson County Environmental Services Department
Specifications, Standard Details, and Design Guidelines Update Project

This AGREEMENT made this day of , 2012, by and between Jefferson County Environmental Services Department, Jefferson County (COUNTY or ESD) in the State of Alabama as Party of the First Part, hereinafter referred to as the COUNTY and CH2M HILL ENGINEERS, Inc, as Party of the Second Part, hereinafter referred to as the CONSULTANT.

WHEREAS, the said CONSULTANT has agreed and by these presents does agree with the COUNTY for the consideration hereinafter mentioned with payment to be administered by the COUNTY to complete the update of the Specifications, Standard Details, and Design Guidelines (PROJECT).

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

Background

The COUNTY has a series of standard front-end documents, technical specifications, and standard engineering details that are used for the design and construction of wastewater collection system repair, replacement, renewal, condition assessment, and other sewer infrastructure-related projects. These specifications also reference COUNTY design guidelines for commercial and residential pump stations, sanitary sewer systems, service lines and connections.

ESD would like to prepare new front-end documents, technical specifications, details, and design guidelines as part of the ESD Asset Management Program. The intent is to combine the existing three design guidelines into a single consolidated document. The specifications and details will be prepared primarily using a combination of CH2M HILL's standard documents and ESD documents. This project provides for the completion of this work through a series of tasks to ensure that the final product meets the needs and goals of ESD. Each task is identified in Article 1 and Detailed in Exhibit A.

Article I - Scope of Work

Section 1 - Obligation of CONSULTANT to COUNTY

The CONSULTANT will perform the following engineering services as described in Exhibit A, "Specifications, Standard Details, and Design Guidelines Project, Scope of Work – Task Description Details", which is provided on pages 9 through 14 of this AGREEMENT.

- Task 1: Kickoff Workshop and Design Guideline, Technical Specification and Standard Engineering Detail Development Approach Summary and Schedule
- Task 2: Design Guideline Update
- Task 3: Front-End Documents, Technical Specifications, and Standard Engineering Details

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

Section 2 - Obligation of the COUNTY to the CONSULTANT

It is understood that the COUNTY will:

1. Furnish full information as to its requirements for the project.
2. Assist the CONSULTANT by placing at their disposal all available information pertinent to the site of the project, including previous reports and any other data relative to construction of the project.
3. Designate a project manager to coordinate CONSULTANT's work and to assist as COUNTY's representative with respect to the work to be performed under this AGREEMENT.
4. Guarantee legal access to and make all provisions for the CONSULTANT and his Subcontractors to enter upon public and private lands as required for the CONSULTANT to perform their work under this AGREEMENT.
5. Examine studies, reports, sketches, estimates, specifications, drawings, proposals, field directives, change orders, and other documents presented by the CONSULTANT and render decisions in writing pertaining thereto within a reasonable time so as not to delay the services of the CONSULTANT.
6. Attend progress meetings.
7. Give prompt written notice to the CONSULTANT whenever the COUNTY observes, or otherwise becomes aware of, any defect or inadequacy in the project.
8. Assume all costs of archaeological and vegetative studies, if required.

Section 3 - Conferences, Visits to Site, Inspection Work

1. Conferences will be held at the request of either the COUNTY or the CONSULTANT to discuss matters pertinent to any phase of this project.
2. Request for visits to the site may be by the COUNTY or the CONSULTANT in conjunction with any other party or parties.

Article II - Time of Beginning and Completion

- A. The CONSULTANT agrees to start work on the professional services outlined under Article I of this AGREEMENT within ten (10)

days after receipt of written notice from the COUNTY to proceed. The COUNTY will not notify the CONSULTANT to commence work until this AGREEMENT has been formally approved by both parties.

B. The work to be performed shall be completed in Eight (8) months of receiving written Notice to Proceed from the COUNTY. Individual assignments performed under this AGREEMENT shall be completed on a schedule mutually agreed to by the COUNTY AND CONSULTANT.

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

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

For services performed by the CONSULTANT under this AGREEMENT, and as full complete compensation therefore, including all expenditures made and all expenses incurred by the CONSULTANT in connection with this AGREEMENT, except as otherwise provided herein, subject to and in conformity with all provisions of this AGREEMENT, the COUNTY will pay the CONSULTANT as follows: Engineering Services shall be billed on a Time and Material basis in an amount not to exceed \$215,000. The PROJECT labor rate schedule and sub consultant allowances for this PROJECT are included in Attachment 1.

The COST CEILING for this AGREEMENT shall not be exceeded except by a formal amendment to this AGREEMENT. Payments shall be made, not more often than once per month, in such amounts as evidenced by the submittal of vouchers and invoices by the CONSULTANT to the COUNTY, and other evidence of performance as the COUNTY may deem necessary. The COUNTY shall make payment to the CONSULTANT within thirty (30) days upon receipt of the payment request by the Finance Department.

Section 2

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

Article IV - Miscellaneous Provisions

Section 1 - Changes of Work

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

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

Section 2 - Ownership of Engineering Documents

Upon completion of the work covered by this AGREEMENT, the CONSULTANT shall make available to the COUNTY all documents and data pertaining to the work or to the project, which material shall become the property of the COUNTY. All original tracings or maps and other engineering data furnished to the COUNTY by the CONSULTANT shall bear thereon the endorsement of the CONSULTANT. All data collected and prepared or generated under this agreement between the CONSULTANT and the COUNTY shall be the property of the COUNTY and shall not be released to any other party without the consent of the Director.

Section 3 - CONSULTANT'S Endorsement

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

Section 4 - Delays and Extensions

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

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

Section 5 - Termination or Abandonment

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

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

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

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

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

Section 6 – Termination of Contract for Breach

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

1. Substantial evidence and belief that the progress being made by the CONSULTANT is insufficient to complete the Work within the specified time.
2. Deliberate failure on the part of the CONSULTANT to proceed with the Work when so instructed by the COUNTY or to observe any requirement of these Specifications.
3. Failure on the part of the CONSULTANT to promptly make good any defects in the work that may be called to his attention by the COUNTY.
4. In case the CONSULTANT becomes insolvent or is declared bankrupt, or allows any final legal judgment to stand against him unsatisfied, or shall make an assignment for the benefit of his creditors.

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

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

Section 7 – Controversy

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

Section 8 - Responsibility for Claims and Liability

The CONSULTANT shall be responsible for direct damage to life and property due to its activities and that of its subcontractors, agents or employees in connection with its services under this AGREEMENT.

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

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

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

construed to obligate CONSULTANT to indemnify the COUNTY for its own negligence, the negligence of its contractors or subcontractors or others.

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

General Liability and Property Damage	\$300,000.00
Automobile and Truck Bodily Injury Liability and Property Damage Liability Insurance	\$300,000.00
Workers Compensation	Statutory
Professional Liability Insurance	\$1,000,000.00

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

Section 9 - General Compliance with Laws

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

Section 10 – Subletting, Assignment or Transfer

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

Section 11 - Employment of COUNTY Workers

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

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

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

Section 12 - Control

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

Section 13 - Conditions Affecting Work

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

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

· Non-Discrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, disability, or national origin in the selection and retention of subcontractors, including procurement of materials and lease of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by or pursuant to TITLE VI of the Civil Rights Act of 1964 or the Equal Opportunity provisions of Executive Order 11246 of September 24, 1965. The CONSULTANT will abide by all clauses and stipulations in, and as required by Jefferson County Commission Administrative Order 08-4 attached hereto as Exhibit A including the execution of the EEO certification.

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

· Unlawful Employment of Unauthorized Aliens: The CONSULTANT will abide by all clauses and stipulations in, and as required by Alabama Act 2011-535 including the execution of the "Affidavit of Contractor" attached hereto as Exhibit 'C'.

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

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

Section 14 – Governing Law/Dispute Resolution

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

Article V

Section 1 - Executory Clause

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

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

Article VI

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures, _____ on the _____ day of _____ 2012, and the COUNTY on the _____ day of _____ 2012.

CH2M HILL ENGINEERS, Inc.

Jonathan Childs, P.E., Vice President

RECOMMENDED:

David Denard, Director of Environmental Services

ATTEST:

Minute Clerk

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

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

Jul-17-2012-492

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 6-inch gravity main sewer in U.S. Highway 31 in the City of Hoover.

BE IT FURTHER RESOLVED that the President be authorized to execute an agreement between Jefferson County, Alabama and Padriac Molloy - Assistant Secretary to McDonald's Corporation, McDonald's Corporation, a Delaware corporation for the construction of a sanitary sewer in the right-of-way of U.S. Highway 31 in the City of Hoover, 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 265 to 266

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 52 linear feet of 6 inch diameter, Class 52 ductile iron sanitary sewer pipe in U.S. Highway 31 ROW in the City of Hoover; 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 Non-point 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. To the fullest extent permitted by law, the APPLICANT shall defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, and its agents, servants, employees and/or facilities 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, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the APPLICANT, anyone directly or indirectly employed by the APPLICANT or anyone for whose acts APPLICANT may be liable.

The term "hold harmless" includes the obligation of the APPLICANT to pay damages awarded against and legally recoverable from the State of Alabama, or the Alabama Department of Transportation, or its officers, agents, servants, and/or employees in both individual and official capacities whose acts or omissions that were the basis of the liability were performed within the course and scope of their employment.

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 SANITARY SEWERS. 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.

Jefferson County Commission

Environmental Service Department

WITNESS:

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

Maintenance Engineer / Division Engineer

AGREEMENT

This Agreement entered into this ____ day of _____, 20 __, by and between Jefferson County, Alabama (hereinafter referred to as Jefferson County) and McDonald's Corporation, a Delaware corporation (hereinafter referred to as Owner).

WITNESSETH:

WHEREAS, Owner proposes to install certain sanitary sewer facilities crossing a portion of to U.S. Highway 31 near the intersection with Old Columbiana Road; 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 6 inch gravity main sewer connecting to an existing Jefferson County sanitary sewer crossing a portion of to U.S. Highway 31 near the intersection with Old Columbiana Road, which drains to the Cahaba River 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 the 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 ____ day of _____, 20__.

McDonald's Corporation, A Delaware Company
Padriac Molloy - Assistant Secretary to McDonald's Corporation
JEFFERSON COUNTY, ALABAMA
W. D. Carrington, President

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

Jul-17-2012-493

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute the Amendment 1 to the Agreement for Village WWTP Tornado-Creek Clean-up, DSR #JCC-11-001 in the amount of \$104,034.00 between Jefferson County and United States Department of Agriculture Nature Resources Conservation Service for Village Creek Clean-up and Restoration activities associated with the April 27, 2011 Tornado. This Amendment changes the contract construction completion date to August 27, 2012.

PROJECT AGREEMENT
between
JEFFERSON COUNTY COMMISSION
and the
UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

Amendment 1

This amendment is made with reference to the following facts:

The Jefferson County Commission (Sponsor) and the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) previously entered an agreement effective April 26, 2012, for debris removal work under the Emergency Watershed Protection (EWP) Program (the Agreement). The parties now intend to extend the date required for completion of the work. Therefore, the Agreement is hereby amended as set forth below.

I. Section B.1 of the Agreement is amended to read as follows:

"Contract for the works of improvement described in Section A (the Works) and provide for their completion on or before August 27, 2012. The Sponsor shall provide a copy of each solicitation (Invitation for Bids, Request for Quotations or Request for Proposals), bid abstract and the awarded contract to the NRCS District Conservationist (DC) in the county where the work is performed and the NRCS Government Representative (GR) identified in Section C. Any costs incurred prior to full execution of this Agreement will be ineligible for reimbursement.

II. All other terms and conditions remain unchanged.

III. Approved:

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

UNITED STATES DEPARTMENT OF AGRICULTURE

NATURAL RESOURCES CONSERVATION SERVICE

William Puckett, State Conservationist

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

Jul-17-2012-494

WHEREAS, Jefferson County, Alabama entered into an agreement with Goodwyn, Mills and Cawood, Inc, on February 14, 2012, M.B. 162, Pages 556-559, for engineering related costs to relocate sanitary sewers that are in conflict with ALDOT'S Corridor "X" road extension and improvement project from I-65 to US 31 in Unincorporated Jefferson County and in the City of Birmingham; and

WHEREAS, a subsequent ALDOT audit reduced the reimbursable amount of Phase I, Phase II and Phase III; and

WHEREAS, the corrections have been incorporated in a replacement agreement that has been executed by Goodwyn, Mills and Cawood, Inc., and requires approval and execution by the Jefferson County Commission.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION as follows:

1. The Agreement of February 14, 2012, M.B. 162, Pages 556-559, between Jefferson County Commission and Goodwyn, Mills and Cawood, Inc., is hereby rescinded; and
2. The corrected agreement between Jefferson County Commission and Goodwyn, Mills and Cawood, Inc. (copy attached) reflecting MAXIMUM AMOUNT PAYABLE FOR PHASE I ENGINEERING \$23,405.34, MAXIMUM AMOUNT PAYABLE FOR PHASE II ENGINEERING \$51,576.97 and MAXIMUM AMOUNT PAYABLE FOR PHASE III ENGINEERING \$38,160.65 is hereby approved and the President is authorized to execute the replacement agreement on behalf of Jefferson County, Alabama.

ALABAMA DEPARTMENT OF TRANSPORTATION
(AGREEMENT FOR ENGINEERING SERVICES BY
CONSULTANT ON UTILITY PROJECTS)

This Agreement is entered into by and between the Owner of the Utility Jefferson County Commission, Jefferson County, Alabama (hereinafter called the OWNER) and Goodwyn, Mills and Cawood, Inc. (hereinafter called the ENGINEER) Engineer's Phone Number: 205-879-4462

W I T N E S S E T H:

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

I. Description and scope of work:

- (a) Preliminary Engineering - The ENGINEER will make all preliminary studies, designs, plans, specifications, and estimates for relocation of the OWNER'S utility facilities that are in conflict with the proposed construction of Alabama Department of Transportation (hereinafter at times referred to as State) Project No. APD-471 (523) in Jefferson County, Alabama; said project being described on the project plans as Corridor X from I-65 to US 31 between Station 603+00 and Station 634+00.

The work will, when requested by the OWNER, include consideration of alternate methods deemed feasible for accomplishing the

relocation of the utility facilities or the retention thereof; the purpose being to develop the most economical solution that is feasible in compliance with Code of Federal Regulations 23 CFR 645 and 635, as applicable.

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

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

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

II. Obligation of OWNER to ENGINEER:

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

III. Time of Beginning and Completion:

After approval of this agreement by the State, the OWNER will notify the ENGINEER to proceed with the professional services. The ENGINEER will complete Phase I of the engineering work within 45 calendar days after date of written notice to proceed; and Phase II within 90 calendar days after date of written notice to proceed. In the event the OWNER with the approval of the State, deems it advisable or necessary in the execution of the work to make substantial alterations which will increase or decrease the scope of work outlined in this agreement, the time limit specified herein may be adjusted in accordance with Article VII, of this Agreement.

IV. Payments:

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

The ENGINEER will keep separate records of Engineering cost on each phase of work, including hours worked by each employee classification, payroll additives, expenses, transportation and subsistence which are directly allocable to this contract. Payments will be made on the basis of acceptable accounting records of the ENGINEER which are subject to acceptance by the State and which records will be kept in compliance with Part 30 and 31, Federal Acquisition Regulations. Overhead will be based on the latest available information and must be supported by the ENGINEER'S records. All records will be made and kept in keeping with generally acceptable accounting practices and will be made available, if requested, for inspection by representatives of the OWNER, State, and Federal Highway Administration, and copies thereof shall be furnished by the ENGINEER if requested. All records necessary to substantiate charges under this contract will be retained by the ENGINEER for a period of at least three years after final reimbursement payment to the OWNER by the State for the project work. The actual cost for each phase of work accomplished will include (1) all costs related to salaries of employees for time directly chargeable to the particular phase of the project work; the salaries of principals for time they are productively engaged in work on a particular phase necessary to fulfill the terms of this contract; (2) Salary additives, the ENGINEER'S expenses and overhead to the extent they are properly allocable to the particular phase of work of the project; and (3) transportation cost, computed at the rate shown hereafter, and subsistence, computed on basis of necessary actual out-of-pocket expenses when working away from the home office on the particular phase of work. Extra work will not be performed until and unless written authority is received from the OWNER indicating approval of the extra work and of the new maximum amount and the OWNER will not issue such written authority until and unless the OWNER is so authorized in writing by the State. Such a change, if approved, will not change or limit any of the other terms, conditions, or requirements of this agreement, provided however, additional time for completion of work may be given in accordance with Article VII, hereof.

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

The ENGINEER will perform the necessary engineering work and unless substantial authorized change is made in the plans or scope of work, and/or the responsibilities of the ENGINEER, the maximum payment for Phase I shall not exceed \$23,405.34; the maximum payment for Phase II will not exceed \$51,576.97; and the maximum payment for Phase III will not exceed \$38,160.65.

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

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

Maximum Engineering Cost for Phase I (SEE ATTACHMENT)

Maximum Engineering Cost for Phase II (SEE ATTACHMENT)

Maximum Engineering Cost for Phase III (SEE ATTACHMENT)

V. Construction Cost Estimate For Project

The estimated relocation cost is in the amount of \$796,590.00 exclusive of engineering cost and is described in Exhibit B which is attached hereto and is hereby made a part hereof.

VI. Ownership of Engineering Documents:

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

VII. Delays and Extension:

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

VIII. Termination or Abandonment:

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

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

In the event the Alabama Department of Transportation notifies the OWNER, at any time that the ENGINEER should cease work, the OWNER will immediately notify the ENGINEER to cease work and the ENGINEER will cease all work immediately upon notification by the OWNER to cease work. No payment and no reimbursement will be made for work performed by the ENGINEER beyond a period of four (4) working days following notification by the OWNER to cease work. Any payment to the ENGINEER by the OWNER, and any reimbursement to be made to the OWNER will be for the actual cost of the ENGINEER plus the pro-rated portion of the fixed fee for profit, based on the work completed at the end of the four (4) day period. This pro-ration will be developed by dividing the value of the work completed to date under that phase by the total value of that phase of work less profit, to arrive at a multiplier. This multiplier will then be multiplied by the total fixed fee for profit for that phase of work applicable, to arrive at a dollar value for the amount of fixed fee for profit to be paid by the OWNER.

IX. General Compliance With Laws:

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

X. Subletting, Assignment, or Transfer:

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

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

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

Without the written consent of the Alabama Department of Transportation the ENGINEER will not engage, on full or part-time or other basis during the period of the agreement, any professional or technical personnel who are or have been at any time during the period of this

agreement or within a period of one (1) year immediately prior thereto, in the employ of the Federal Highway Administration or the Highway Organization of any State, County, or City, except regularly retired employees, retired for a period of at least one (1) year prior to the effective date of this agreement.

XII. ENGINEER'S Endorsement:

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

XIII. Conditions Affecting Work:

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

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

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

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers, officials and persons thereunto duly authorized; for the ENGINEER on the _____ day of _____, 2012, and the OWNER on the _____ day of _____ 2012.

RECOMMENDED:

David Denard, Director of Environmental Services

OWNER:

Jefferson County Commission

W. D. Carrington, President

Jefferson County, Alabama

ENGINEER:

Goodwyn, Mills and Cawood, Inc.

Keith Strickland, P.E.

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

Jul-17-2012-495

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute an Agreement between Jefferson County, Alabama and B.L. Harbert International, LLC, in the amount of \$48,079.00 for the Jefferson County Commission Environmental Services Department AI Seier Road Pump Station Check Valve Rebuild.

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

Jul-17-2012-496

WHEREAS, in accordance with Title I of Subdivision 27 of the Volume 14 Appendix to the Code of Alabama, the Jefferson County Commission did, in 1995, direct the Jefferson County Planning & Zoning Commission to prepare the Jefferson County General Land Use Plan as the first phase of developing a comprehensive master plan for the unincorporated territory of Jefferson County, Alabama, and certain incorporated territories within said County; and

WHEREAS said Planning & Zoning Commission, by successive public hearings and resolutions, did complete and duly adopt the Jefferson County General Land Use Plan for the purpose of guiding and accomplishing a coordinated, adjusted and harmonious development of the County in accordance with present and future needs and resources; and

WHEREAS said Planning & Zoning Commission, in 2008, did adopt a new Comprehensive Plan for the unincorporated territory of Jefferson County, which includes a proposed development plan for the Shades Creek Watershed; and

WHEREAS, said Shades Creek Watershed plan includes the unincorporated community of McCalla, which community proposes to improve and enhance its social fabric through the addition of public recreational facilities for the use of its residents; and

WHEREAS, the provision of easily-accessible facilities promoting physical activity meets a stated objective of the Jefferson County Comprehensive Plan, the County's recently-adopted SmartCode and the County's Health Action Plan, each of which seeks to create livable communities that are more healthy, self-contained and cohesive; and

WHEREAS, pursuant to the provisions of Section 4 of Act 344 of the 1947 General Acts of Alabama, the Jefferson County Commission may rezone property on its own initiative so long as the proper procedure of giving notice to all affected property owners and holding hearing is followed, and the rezoning in question is consistent with the Comprehensive Plan; and

WHEREAS, the Jefferson County Commission has deemed it necessary, for the purpose of promoting the public health, safety, convenience, order, prosperity and general welfare of the McCalla community, to consider a change of zoning on certain property within the community for the development of public recreational facilities.

NOW, THEREFORE, BE IT RESOLVED that the President of the Jefferson County Commission is hereby authorized and instructed to execute any and all subsequent actions necessary and appropriate to the filing and hearing of such rezoning petition, on the County Commission's behalf, as early as the processing and notification requirements will allow.

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

Jul-17-2012-497

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the reappointment Steve Rusk to serve on the Mt. Olive Fire District Board of Trustees for a five year term expiring in June, 2017, be and hereby is approved.

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

Jul-17-2012-498

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of Joe McConnell to serve on the McAdory Area Fire District Board of Trustees, to fill the unexpired term of Denny Harp ending December 31, 2015, be and hereby is approved.

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

JEFFERSON COUNTY COMMISSION
Finance Department
Unusual Demands

7/10/2012

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	Doc No
DISTRICT 1	1000193	JEFFERSON CO TREASURER	CORONER POSTAGE	CORONER/MEDICAL EX	9.00	1900061125
DISTRICT 1	1003585	QUEEN BROWN	ELECTION CLEANUP	GEN SVCS: ELECTIONS	40.00	1900061195
DISTRICT 1	1005369	PATTY TUMBUSH	ELECTION CLEANUP	GEN SVCS: ELECTIONS	40.00	1900061076
DISTRICT 1	1029341	VEOTIS MOORE	ELECTION CLEANUP	GEN SVCS: ELECTIONS	40.00	1900061075
*DISTRICT 1					129.00	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PRINTER & INK CARTRIDGES FOR CAMP BESSEMER	R&T: HIGHWAY MAINT-BESS	199.97	1900061073
DISTRICT 2	1000193	JEFFERSON CO TREASURER	HAND SOAP, KEYS MADE AND SOKKIA INSTRUMENTS	R&T: HIGHWAY ENG & CONST	214.00	1900061074
DISTRICT 2	1000193	JEFFERSON CO TREASURER	REBUILD BATTERIES & VELLUM FOR CERTIFICATES	R&T: HIGHWAY MAINT-KETONA	85.21	1900061082
DISTRICT 2	1000193	JEFFERSON CO TREASURER	STEEL STRAPPING , BANDS & SEALS (KETONA)	R&T: HIGHWAY MAINT-KETONA	184.62	1900061187
DISTRICT 2	1000193	JEFFERSON CO TREASURER	STAMPS, ELECTICAL EQUIPMENT, CLEANER, FILTERS, FAN,	R&T: HIGHWAY MAINT-KETONA	871.80	1900061201
DISTRICT 2	1000193	JEFFERSON CO TREASURER	REIMBURSE NOTARY STAMP FOR KELLIE JOHNSON	R&T: ADMINISTRATION	14.00	1900061341
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH COM DEV: PORTFOLIOS_CDBG/HOME TOUR	COMMUNITY DEVELOPMENT	29.56	1900061346
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH COM DEV: TRANS FLUID_HOUSING VEHICLE	COMMUNITY DEVELOPMENT	8.31	1900061347
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH COM DEV: MEMORY CARDS_HSGN CAMERAS	COMMUNITY DEVELOPMENT	39.98	1900061348
DISTRICT 2	1000193	JEFFERSON CO TREASURER	LENS, HYDRANT WRENCH, D-CON, REPLACEMENT GASKETS	R&T: HIGHWAY MAINT-KETONA	125.36	1900061336
*DISTRICT 2					1,772.81	
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REVENUE-REIMB. MILEAGE- ENFORCEMENT EXAMINERS	REVENUE	57.92	1900060763
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REVENUE-REIMB. MILEAGE- ENFORCEMENT EXAMINERS222.7	REVENUE	222.76	1900060765
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REVENUE-REIMB. MILEAGE- ENFORCEMENT EXAMINERS252.7	REVENUE	138.92	1900060764
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REVENUE-REIMB. MILEAGE- ENFORCEMENT EXAMINERS293.2	REVENUE	220.73	1900060766
DISTRICT 3	1000193	JEFFERSON CO TREASURER	10LET JCSD - BATTERY CHARGERS	EMA	89.91	1900061077
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REVENUE-REIMB. POSTAGE-BIRMINGHAM(TITLE APP) 72.41	REVENUE	72.41	1900061342
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REVENUE-REIMB. MILEAGE- ENFORCEMENT EXAMINERS396.5	REVENUE	396.50	1900061215
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REVENUE-REIMB. MILEAGE-ENFORCEMENT EXAMINERS422.43	REVENUE	422.43	1900061216
DISTRICT 3	1004617	BHAM BUSINESS JOURNAL	3 YEAR RATE - SAVE \$94.60 OVER ANNUAL	BD OF EQUAL - BHAM STATE	162.80	1900061283
*DISTRICT 3					1,784.38	
DISTRICT 4	1000193	JEFFERSON CO TREASURER	POSTAGE, STREET SIGN, BLINDS, RUBBER STAMPS, RADIO	FC ADMIN SERVICES	283.73	1900060980
DISTRICT 4	1000193	JEFFERSON CO TREASURER	EMA - POSTAGE	EMA	2.70	1900061078
DISTRICT 4	1000193	JEFFERSON CO TREASURER	DESIGNING AFTER DISASTER WORKSHOP FOR 3 @ 25.00	LAND DEVELOPMENT	75.00	1900061236
*DISTRICT 4					361.43	
DISTRICT 5	1000193	JEFFERSON CO TREASURER	POSTAGE;SWITCH;NITROGEN;	ES: VILLAGE ELECTRICAL SHOP	400.17	1900061083
DISTRICT 5	1000193	JEFFERSON CO TREASURER	XEROX TONER	ES: SANITATION ADMIN	275.00	1900061067
DISTRICT 5	1000193	JEFFERSON CO TREASURER	WASTEWATER GRADE 1C LICENSE RENEWAL-TERRY LYNN	ES: SANITATION ADMIN	40.00	1900061079
DISTRICT 5	1000193	JEFFERSON CO TREASURER	TRAVEL EXPENSE OVERAGE DUE DANIEL WHITE	ES: SANITATION ADMIN	30.23	1900061084
DISTRICT 5	1000193	JEFFERSON CO TREASURER	OFFICE SUPPLIES;GREASE;ELEMENT;BOARD;WATER;	ES: FIVE MILE CREEK WWTP	262.00	1900060979
DISTRICT 5	1000193	JEFFERSON CO TREASURER	USED PERSONAL VEHICLE TO ANSWER ALARM AT LEEDS	ES: LEEDS WWTP	20.25	1900061204
DISTRICT 5	1000193	JEFFERSON CO TREASURER	USED PERSONAL VEHICLE TO ANSWER ALARM AT LEEDS	ES: LEEDS WWTP	9.32	1900061205
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PURCHASED BATTERIES FOR SERVER'S BATTERY BACKUP	ES: LEEDS WWTP	47.20	1900061066
DISTRICT 5	1000193	JEFFERSON CO TREASURER	KEYS;LOCKS;SEALS;DUES;BATTERY;SS ROD;NUT;WASHER;	ES: FIVE MILE CREEK WWTP	271.48	1900061193
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PLASTIC BOTTLES, NYLON ROPE, GAS, AND FOLDERS	ES: VILLAGE CREEK WWTP	390.89	1900061209
DISTRICT 5	1000193	JEFFERSON CO TREASURER	MAILING OF COMPLIANCE DOCUMENTS TO EPA	ES: SANITATION ADMIN	16.39	1900060958
DISTRICT 5	1000193	JEFFERSON CO TREASURER	POSTAGE;NITROGEN;POLE;PART FOR PUMP;	ES: VILLAGE ELECTRICAL SHOP	210.54	1900061117
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PETTY CASH FOR BATTERY PURCHASE	ES: SURVEY ENG & CONST	60.00	1900061329
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SAMPLE JUGS FOR LAB	ES: LEEDS WWTP	97.20	1900061224
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CSC 0512 REIMBURSEMENT-MR. BILL BLACKMAN	PER BD: ADMINISTRATION	10.00	1900061220
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CSC 0512 REIMBURSEMENT-SGT. JAMES B. MILLER	PER BD: ADMINISTRATION	10.00	1900061228
DISTRICT 5	1000193	JEFFERSON CO TREASURER	TUBING FOR CHEMICAL CONTAINER	ES: LEEDS WWTP	4.00	1900061255
DISTRICT 5	1001972	ACCA DISTRICT MEETINGS	COUNTY DAY AT THE LEGISLATURE 2012	COMMISSIONER, DISTRICT 5	35.00	1900061210
*DISTRICT 5					2,189.67	
*					6,237.29	

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

Jul-17-2012-499

WHEREAS, the position of Jefferson County Finance Director became vacant on December 15, 2011, and continues to be vacant; and

WHEREAS, Jefferson County Director of Revenue Travis Hulsey has performed the duties of Acting Finance Director since December 15, 2011, in addition to his duties as Director of Revenue; and

WHEREAS, the County Commission has determined that Travis Hulsey should be compensated in the form of premium pay for the performance of the additional duties of the Acting Finance Director.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION as follows:

- The County Manager's assignment of Travis Hulsey as the Acting Finance Director of Jefferson County, effective December 15, 2011, is hereby ratified and confirmed.
- In consideration for the performance of the additional duties of the Acting Finance Director, the bi-weekly compensation of Travis Hulsey is hereby increased by 15% premium pay effective December 15, 2011, and until 30 days after the date of hire of a Finance Director for Jefferson County.
- The Payroll Manager shall retro pay Travis Hulsey the amount referenced in paragraph 2, above for the period December 15, 2011, to present and until 30 days after the date of hire of a Finance Director for Jefferson County.
- The County Manager shall provide a copy of this resolution to the Personnel Board of Jefferson County.

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

Jul-17-2012-500

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 06/12/12 - 06/18/12

RECOMMENDED FOR:

1. ENVIRONMENTAL SERVICES: FIVE MILE CREEK WWTP FROM DWIGHT PROD' COMPANY INCORPORATION, MOBILE, AL, TO PURCHASE TRANSDUCERS AND CERTIFICATION. SAP PURCHASE ORDER # 2000065194
\$7,363.00 TOTAL
2. ENVIRONMENTAL SERVICES: SHADES SEWER LINE MAINTENANCE FROM SOLTHI. A_ND INTERNATIONAL TRUCKS, BIRMINGHAM, AL, TO PURCHASE ONE (1) INTERNATIONAL TERRA STAR CREW CAB TRUCK.
SAP PURCHASE ORDER # 2000065456 \$53,006.28 TOTAL STATE OF ALABAMA CONTRACT #T193A
3. ENVIRONMENTAL SERVICES: SHADES SEWER LINE MAINTENANCE FROM SOUTHLAND INTERNATIONAL TRUCKS, BIRMINGHAM, AL, TO PURCHASE ONE (1) INTERNATIONAL TERRA STAR CREW CAB TRUCK.
SAP PURCHASE ORDER # 2000065473 \$53,006.28 TOTAL STATE OF ALABAMA CONTRACT # T193A
4. ENVIRONMENTAL SERVICES: SHADES SEWER LINE MAINTENANCE FROM WORKTRUX LLC, BIRMINGHAM, AL, TO PURCHASE ONE (1) FLAT BED TRUCK BODY WITH CRANE. SAP PURCHASE ORDER # 2000065475
\$19,173.50 TOTAL STATE OF ALABAMA CONTRACT # T195A
5. ENVIRONMENTAL SERVICES: SHADES SEWER LINE MAINTENANCE FROM WORKTRUX LLC, BIRMINGHAM, AL, TO PURCHASE ONE (1) FLAT BED TRUCK BODY WITH CRANE. SAP PURCHASE ORDER # 2000065479
\$19,173.50 TOTAL STATE OF ALABAMA CONTRACT # T195A
6. ROADS & TRANSPORTATION: TRAFFIC SIGNAL SHOP KETONA FROM TEMPLE INCORPORATION., DECATUR, AL, TO AWARD CONTRACT FOR REPETITIVE PURCHASES OF TRAFFIC SIGNALS AND RELATED ITEMS. CONTRACT PERIOD: 07/11/2012-07/10/2013 REFERENCE BID# 103-12 (ESTIMATE) \$2,339.00 TOTAL
7. ROADS & TRANSPORTATION: TRAFFIC SIGNAL SHOP KETONA FROM SAFETY COATINGS COMPANY, FOLEY, AL, TO PURCHASE PAINT, CLASS 1, ACRYLIC WATER BORNE, AND YELLOW FOR TRAFFIC LINE. CONTRACT PERIOD: 12/09/2011-12/08/2012. SAP PURCHASE ORDER # 2000065464 \$43,260.00 TOTAL
STATE OF ALABAMA CONTRACT # T155
8. ROADS & TRANSPORTATION: TRAFFIC SIGNAL SHOP KETONA FROM TRAFFIC PRODUCTS INCORPORATION, BIRMINGHAM, AL, TO PURCHASE SIGNAL HEAD, LED "PEDESTRIAN" SYMBOL LEGEND COUNTDOWN. CONTRACT PERIOD: 01/31/2012-01/30/2013. SAP PURCHASE ORDER # 2000065564 \$5,040.00 TOTAL
STATE OF ALABAMA CONTRACT # T133
9. EMERGENCY MANAGEMENT AGENCY (EMA) FROM W.W.GRAINGER, BIRMINGHAM, AL, TO PURCHASE ROPE SLING AND ACCESSORIES. "GRANT FUNDS" SAP PURCHASE ORDER # 2000065509 \$6,215.97 TOTAL
10. EMERGENCY MANAGEMENT AGENCY (EMA) FROM MUNICIPAL EMERGENCY SERVICES INCORPORATION, CHARLOTTE, NC, TO PURCHASE HEAVY RAIN GEAR JACKETS. "GRANT FUNDS"
SAP PURCHASE ORDER # 2000065508 \$5,415.39 TOTAL
11. EMERGENCY MANAGEMENT AGENCY (EMA) FROM TSSI-TACTIAL AND SL-RVA' AL SPECIALTIES, INCORPORATION, HARRISBURG, VA, TO PURCHASE HALOGEN LIGHTS. "GRANT FUNDS"
SAP PURCHASE ORDER # 2000065517 \$5,148.65 TOTAL
12. EMERGENCY MANAGEMENT AGENCY (EMA) FROM MUNICIPAL EMERGENCY SERVICES INCORPORATION, CHARLOTTE, NC, TO PURCHASE ONE (1) 4 POINT DELUXE RES-Q-JACK. "GRANT FUNDS"
SAP PURCHASE ORDER # 2000065549 \$5,620.00 TOTAL
13. INFORMATION TECHNOLOGY FROM STRATEGIC ALLIED TECHNOLOGIES, INCORPORATION, HOOVER, AL, TO PURCHASE ANNUAL MAINTENANCE FOR BLUE COAT INTERNET FILTER. SAP PURCHASE ORDER # 2000065566
\$22,764.79 TOTAL
14. GENERAL SERVICES FROM FILTER SERVICE COMPANY, TUSCALOOSA, AL, TO PURCHASE AIR FILTERS.
SAP PURCHASE ORDER # 2000065581 \$9,184.00 TOTAL REFERENCE BID 105-11

For Week of 06/19/12 - 06/25/12

RECOMMENDED FOR:

1. ALL JEFFERSON COUNTY DEPARTMENTS FROM CCA FINANCIAL LLC, ASHLAND, VA, TO RENEW CONTRACT FOR MASTER LEASE FOR THE PERIOD OF 6/1/12 - 5/31/13. REFERENCE BID # 96-10
HISTORICAL COST \$400,000.00 TOTAL

2. PROBATE COURT FROM WEST GROUP, ST. PAUL, MN, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR THOMSON WEST PUBLICATIONS FROM THE PERIOD OF 10/01/11 -10/01/12.
SAP PURCHASE ORDER # 2000059248 CHANGE ORDER \$ 500.00 PURCHASE ORDER \$5,300.00 TOTAL
3. ENVIRONMENTAL SERVICES ADMINISTRATION FROM ALABAMA MESSENGER, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR CLASSIFIED ADVERTISING SERVICES FOR THE PERIOD OF 10/01/11 - 9/30/12. S..kP PURCHASE ORDER # 2000058547 CHANGE ORDER \$2,400.00
PURCHASE ORDER \$8,326.00 TOTAL
4. COOPER GREEN MERCY HOSPITAL FROM QUALITY PLUS MEDICAL SERVICE, PELHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PAY CURRENT INVOICES FOR HOME OXYGEN SERVICES AS ORDERED BY CGMH SAP PURCHASE ORDER # 2000058875 \$18,000.00 TOTAL REFERENCE BID # 216-09B
5. COOPER GREEN MERCY HOSPITAL FROM UNITED PARCEL SERVICES, PHILADELPHIA, PA, CHANGE ORDER TO ADD FUNDS TO EXISTING OPEN PURCHASE ORDER TO PAY FOR UPS PICK UP SERVICES AS NEEDED FROM 10/01/10 - 9/30/11. SAP PURCHASE ORDER # 2000058926 CHANGE ORDER \$ 4,000.00
PURCHASE ORDER \$13,800.00 TOTAL
6. TAX COLLECTOR BESSEMER, BESSEMER, AL, TO PURCHASE BIZHUB C552 COPIER. CONTRACT PERIOD: 11/01/11 - 10/31/12. SAP PURCHASE ORDER # 2000064971 \$5,923.00 TOTAL REFERENCE RM # 150-1 1
7. ENVIRONMENTAL SERVICES CAHABA RIVER WWTP FROM JIM HOUSE & ASSOCIATES, BIRMINGHAM, AL, FOR FLYGHT DEWATERING PUMP REPAIR (WORK ORDER =S7761-8). CONTRACT PERIOD: 8/16/11 - 8/16/12.
SAP PURCHASE ORDER # 2000065667 \$7,306.23 TOTAL REFERENCE BID # 193-10
8. EMERGENCY MANAGEMENT AGENCY (EMA) FROM KUBOTA TRACTOR CORPORATION, TORRANCE, CA, TO PURCHASE ONE (1) MX4700 KUBOTA TRACTOR. PURCHASED THROUGH NATIONAL JOINT POWERS ALLIANCE (MEMBERSHIP # 42649) - KUBOTA QUOTE # NJPA 2012-3678. SAP PURCHASE ORDER # 2000065670
\$26,055.80 TOTAL
9. ENVIRONMENTAL SERVICES PUMP STATION MAINTENANCE FROM JIM HOUSE & ASSOCIATES, BIRMINGHAM, AL, TO PAY FOR REPAIRS AND PARTS FOR FLYGT PUMP AT TIDE MAGNOLIA TRACE PUMP STATION (WORK ORDER # 57633-8). CONTRACT PERIOD: 8/16/11 - 8 16 12. SAP PURCHASE ORDER # 2000065674 \$23,130.00 TOTAL
REFERENCE BID # 193-10
10. ENVIRONMENTAL SERVICES VILLAGE CREEK WWTP FROM AMSCO, JASPER, AL, FOR WEMCO HYDRASTAL PUMP REPAIR. CONTRACT PERIOD: 1/3/12 -1/2/13. SAP PURCHASE ORDER # 2000065690 \$18,623.49 TOTAL
REFERENCE BID # 59-12
11. ENVIRONMENTAL SERVICES LEEDS WWTP FROM SMITH BROTHERS ONEONTA, ONEONTA, AL, TO PURCHASE ONE (1) KAWASAKI MULE UTILITY VEHICLE FOR PLANT USE. SAP PURCHASE ORDER # 2000065711
\$6,349.00 TOTAL
12. ROADS AND TRANSPORTATION TRAFFIC SIGN SHOP KETONA FROM POTTERS INDUSTRIES LLC, MALVERN, PA, FOR GLASS SPHERES, AASHTO STANDARD TYPE I, 40,000 POUNDS OF GLASS BEADS.
SAP PURCHASE ORDER # 2000065786 \$11,200.00 TOTAL STATE OF ALABAMA CONTRACT # T155
CONTRACT PERIOD: 12/9/11 -12/8/12
13. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM CAHABA TRACTOR COMPANY, PELHAM, AL, TO PURCHASE ONE (1) ROME TRCW-16 WHEEL OFFSET DISK HARROW. SAP PURCHASE ORDER # 2000065816
\$44,466.59 TOTAL REFERENCE BID # 134-12
14. GENERAL SERVICES BULK STORES WAREHOUSE (MAIN) FROM WITTICHEN SUPPLY, BIRMINGHAM, AL, TO PURCHASE FORTY (40) 30-POUND CYLINDERS OF R-22 FREON REFRIGERANT. SAP PURCHASE ORDER # 7000008033
\$14,256.00 TOTAL
15. ENVIRONMENTAL SERVICES VILLAGE CREEK SEWER LINE MAINTENANCE FROM U. S. FOUNDRY AND MANUFACTURING CORPORATION, MIAMI, FL, TO PURCHASE SEWER MANHOLE COVERS. CONTRACT PERIOD: 10 /1/11 - 9/30/12. SAP PURCHASE ORDER # 2000065794 \$5,359.20 TOTAL REFERENCE BID # 169-11
16. YOUTH DETENTION, COOPER GREEN MERCY HOSPITAL, BIRMINGHAM JAIL. JEFFERSON REHABILITATION AND HEALTH CENTER AND PACA MEMBERS FROM CENTRAL PAPER COMPANY INCORPORATED, BIRMINGHAM, AL, TO AWARD CONTRACT FOR FOODSERVICE DISPOSABLE SUPPLIES. CONTRACT PERIOD: 7/25/12 - 7/24/13.
REFERENCE BID # 118-12 ESTIMATE \$254,000.00 TOTAL
17. ENVIRONMENTAL SERVICES ADMINISTRATIVE DIVISION FROM SERVPRO OF BIRMINGHAM, PELHAM, AL, TO PAY PAST DUE INVOICES (6/1/11 - 5/31/12) FOR EMERGENCY SEWAGE CLEAN UP. CONTRACT PERIOD: 6/1/2009 - 5/31/2012.

- SAP PURCHASE ORDER # 2000065939 \$31,209.26 TOTAL REFERENCE BID # 86-09
18. ENVIRONMENTAL SERVICES FROM DEC CONSTRUCTION COMPANY INCORPORATED, BIRMINGHAM, AL, TO PAY PAST DUE INVOICES PRIOR TO 5/31/12 FOR EMERGENCY SEWAGE CLEAN UP. CONTRACT PERIOD: 6/1/2009 - 5/31/2012. SAP PURCHASE ORDER # 2000065825 \$36,585.29 TOTAL REFERENCE BID # 86-09
19. COMMUNITY AND ECONOMIC DEVELOPMENT FROM ACOFF CONSTRUCTION COMP ANY INCORPORATED, BESSEMER, AL, TO AWARD CONTRACT FOR HOUSING REIL-KBILITATION FOR TONITA AVERHART (CASE # 660). BID PROCESS CONDUCTED BY USER DEPARTMENT. SAP PURCHASE ORDER # 2000065954
\$34,947.00 TOTAL REFERENCE BID # 6-12-1 (CREATED BY COMMUNITY DEVELOPMENT)
20. COMMUNITY AND ECONOMIC DEVELOPMENT FROM ACOFF CONSTRUCTION COMPANY INCORPORATED, BESSEMER, AL TO AWARD CONTRACT FOR HOUSING REHABILITATION FOR JOSEPHINE BENNETT (CASE # 394). BID PROCESS CONDUCTED BY USER DEPARTMENT. SAP PURCHASE ORDER # 2000065953
\$25,690.00 TOTAL REFERENCE BID # 6-12-1 (CREATED BY COMMUNITY DEVELOPMENT)
- Motion was made by Commissioner Stephens seconded by Commissioner Brown that the Purchasing Minutes be approfd.. Voting "Aye" Stephens, Brown, Carrington and Knight.

Jul-17-2012-501

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 06/12/12 - 06/18/12

1. EMERGENCY MANAGEMENT AGENCY (EMA) FROM PEOPLE MISTERS INTERNATIONAL, PENSACOLA, FL TO PAY INVOICE FOR SIX (6) 36 INCH BLIZZARD MISTING FANS. "ALREADY ORDERED/PAID WITH GRANT FUNDS/HOMELAND SECURITY" SAP PURCHASE ORDER # 2000065594 \$14,913.83 TOTAL
2. PROBATE COURT JUDGE ALAN KING-BIRMINGHAM FROM WHITE ARNOLD & DOWD PC, BIRMINGHAM, AL, TO PAY INVOICE FOR LEGAL SERVICES PROVIDED ON APRIL 16, 2012. SAP PURCHASE ORDER # 2000065645
\$9,493.50 TOTAL
3. COOPER GREEN MERCY HOSPITAL FROM SMITH & NEPHEW ORTHO, ATLANTA, GA, TO PAY FOR ORTHO IMPLANTS AS PRESCRIBED BY ORTHOPEDIC PHYSICIAN AT CGMH AND ORDERED BY MEMBER OF SURGICAL STAFF.
SAP PURCHASE ORDER # 2000065299 \$9,909.83 TOTAL
4. COOPER GREEN MERCY HOSPITAL FROM SOUTHERN ORTHOPEDICS, ATLANTA, GA, TO PAY FOR ORTHOPEDICS IMPLANTS AS PRESCRIBED BY DR. JAMES FLOYD FOR PATIENTS CROSKEY, JARMON & HOSKINS.
SAP PURCHASE ORDER # 2000065297 \$8,098.00 TOTAL
5. JEFFERSON COUNTY SHERIFF'S DEPARTMENT FROM HOPE ANIMAL CLINIC, BESSEMER, AL, TO PAY INVOICES FOR SERVICES PROVIDED ON SHERIFF'S DEPARTMENT K-9 UNIT.
SAP PURCHASE ORDER # 2000065446 \$463.90 TOTAL
SAP PURCHASE ORDER # 2000065452 \$359.80 TOTAL
\$823.70 GRAND TOTAL
6. COOPER GREEN MERCY HOSPITAL ADMINISTRATION GENERAL SERVICES FROM SIMPLEX GRINNELL LP, PALATINE, IL TO PAY INVOICE #67640553 (REPAIR OF NURSE CALL SYSTEM, \$1,051.84) AND INVOICE #67705561 (IMS SYSTEM REPLACEMENT, \$621.80). SAP PURCHASE ORDER # 2000065442 \$1,673.64 TOTAL
7. ENVIRONMENTAL SERVICES T.V. INSPECTIONS DEPARTMENT FROM CUES INCORPORATION, ORLANDO, FL TO PAY INVOICE FOR REPAIR OF SEWER CAMERAS. SAP PURCHASE ORDER # 2000065443 \$3,191.99 TOTAL
8. ENVIRONMENTAL SERVICES T.V. INSPECTIONS FROM SANSOME EQUIPMENT COMPANY BIRMINGHAM, AL TO PAY INVOICE FOR CLEANER, SEWER & CATCH BASIN PARTS.
SAP PURCHASE ORDER #2000065563 \$3,422.00 TOTAL
SAP PURCHASE ORDER # 2000065559 \$3,322.00 TOTAL
SAP PURCHASE ORDER # 2000065555 \$3,322.00 TOTAL
SAP PURCHASE ORDER # 2000065552 \$3,422.00 TOTAL
SAP PURCHASE ORDER # 2000065551 \$3,422.00 TOTAL

\$16,910.00 GRAND TOTAL

- 9. JEFFERSON REHABILITATION AND HEALTH CENTER FROM HILL-ROM, PITTSBURGH, PA TO PAY INVOICE FOR BED RENTALS FOR MARCH-MAY 2012. SAP PURCHASE ORDER #2000064459 \$6,560.00 TOTAL
- 10. COOPER GREEN MERCY HOSPITAL FROM THE JOINT COMMISSION, OAKBROOK TERRACE, IL, PA TO PAY INVOICE FOR ANNUAL FEES FOR THE ACCREDITATION/CERTIFICATION. SAP PURCHASE ORDER #2000065541 \$5,925.00 TOTAL
- 11. COUNTY ATTORNEY FROM THE ALABAMA MESSENGER, BIRMINGHAM, AL, FOR CHANGE ORDER REQUEST TO ADD FUNDS TO EXISTING PURCHASE ORDER. SAP PURCHASE ORDER #2000058467 \$15,000.00 TOTAL

For Week of 06/19/12 - 06/25/12

- 1. EMERGENCY MANAGEMENT AGENCY (EMA) FROM HENRY SCHEIN, MELVILLE, NY, TO ORDER MISCELLANEOUS MEDICAL SUPPLIES AS REQUESTED BY EMA AND AS PRESCRIBED BY STATE HOMELAND SECURITY GRANT PROGRAM (AGREEMENT # ALDHS-11-1223). EFFECTIVE DATES: 9/13/10 - 7/31/12. SAP PURCHASE ORDER # 2000065606 \$15,619.86 TOTAL
- 2. COOPER GREEN MERCY HOSPITAL FROM HUNTS OPTICS AND IMAGING, PITTSBURGH, PA, TO PAY INVOICE # HO-INV2012-0474 FOR THE PURCHASE OF OLYMPUS BX53 MICROSCOPE AND ATTACHMENTS. GRANT PURCHASE. FUNDS ALREADY RECEIVED BY GRANTOR. SAP PURCHASE ORDER # 2000065677 \$11,035.95 TOTAL
- 3. COOPER GREEN MERCY HOSPITAL FROM SMITH & NEPHEW ORTHOPEDIC, MEMPHIS, TN, TO PAY FOR ORTHOPEDIC IMPLANTS AS PRESCRIBED BY DR. JAMES FLOYD AND ORDERED BY SURGERY DEPARTMENT FOR PATIENTS WHATT AND LOGAN. SAP PURCHASE ORDER # 2000065760 \$5,459.53 TOTAL
- 4. GENERAL SERVICES ADMINISTRATION FROM ELECTION SYSTEMS & SOFTWARE INCORPORATED, CHICAGO, IL, TO PAY INVOICE # 80779 (REPUBLICAN) AND INVOICE # 807800 (DEMOCRAT) FOR COMPLETE BALLOTS AND SUPPLIES FOR PRIMARY RUN-OFF. SAP PURCHASE ORDER # 2000065783 \$186,550.00 TOTAL
- 5. ENVIRONMENTAL SERVICES VILLAGE CREEK WWTP FROM INDUSTRIAL SAFETY SOLUTIONS INCORPORATED, BIRMINGHAM, AL, FOR RESPIRATORY PROTECTION SAFETY TRAINING COURSE AND WORKSHOP FOR PERSONNEL AT THE VILLAGE CREEK WWTP. (APPROXIMATELY 20) SAP PURCHASE ORDER # 2000065785 \$1,260.00 TOTAL
- 6. ENVIRONMENTAL SERVICES ADMINISTRATION FROM PPM CONSULTANT, BIRMINGHAM, AL, TO PAY FOR ALABAMA UST OPERATOR A/ B/ C TRAINING COURSE TO PROVIDE A GENERAL KNOWLEDGE OF UST SYSTEM REQUIREMENTS. SAP PURCHASE ORDER # 2000065787 \$4,800.00 TOTAL
- 7. ENVIRONMENTAL SERVICES: SHADES LINE MAINTENANCE FROM SANSOM EQUIPMENT, BIRMINGHAM, AL, TO PAY INVOICE # 36570 FOR EMERGENCY PURCHASES ALREADY RECEIVED FOR SEWER CLEANER AND CATCH BASING PARTS. SAP PURCHASE ORDER # 2000065795 \$ 3,210.00
SAP PURCHASE ORDER # 2000065804 \$ 3,422.00
SAP PURCHASE ORDER # 2000065809 \$ 1,617.00
SAP PURCHASE ORDER # 2000065810 \$ 3,122.00
SAP PURCHASE ORDER # 2000065811 \$ 1,617.00
\$12,988.00 GRAND TOTAL

- 8. JEFFERSON REHABILITATION AND HEALTH CENTER FROM CHAMPION MEDICAL SYSTEMS, BIRMINGHAM, AL, TO PAY INVOICE # CR020022 FOR MATTRESS RENTALS AS ORDERED BY JOE LEWIS ON BEHALF OF JEFFERSON REHABILITATION FOR PATIENT CARE. SAP PURCHASE ORDER # 2000065815 \$6,671.00 TOTAL
- 9. EMERGENCY MANAGEMENT AGENCY (EMA) FROM PHYSIO CONTROL, REDMOND, VA, TO PURCHASE MONITOR/DEFIBRILLATOR AND ACCESSORIES. HOME LAND SECURITY GRANT PURCHASE. SAP PURCHASE ORDER # 2000065764 \$29,157.25 TOTAL
- 10. EMERGENCY MANAGEMENT AGENCY FROM GULL WING INDUSTRIES, ALTA, IA, TO PURCHASE THEN (10) PORTABLE POWER UNITS. HOMELAND SECURITY GRANT PURCHASE. SAP PURCHASE ORDER # 2000065780 \$13,300.00 TOTAL
- 11. EMERGENCY MANAGEMENT AGENCY (EMA) FROM W. W. GRAINGER, BIRMINGHAM, AL, TO PURCHASE MASS CASUALTY KITS. HOMELAND SECURITY GRANT PURCHASE. SAP PURCHASE ORDER # 2000065784 \$72,000.00 TOTAL STATE OF ALABAMA CONTRACT # T-800
- 12. COOPER GREEN MERCY HOSPITAL FROM CINTAS-DOCUMENT MANAGEMENT, CINCLNN ATI, OH, TO PAY OPEN INVOICES FOR ON-SITE SHREDDER SERVICE -FY 2011. SAP PL-RCHASE ORDER # 2000065817 \$8,788.75 TOTAL REFERENCE BID # 172-08

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

Jul-17-2012-502

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Encumbrance Reports for the week of 06/12/12 - 06/18/12 and 6/19/12 - 6/25/12, be and hereby is approved.

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

STAFF DEVELOPMENT

Multiple Staff Development

Board of Equalization - 6 participants

Jane Mardis	\$1,049.20
Mike Callahan	\$1,054.46
Robin Henderson	\$1,047.73
Don McAllister	\$1,061.46
Bob Rogers	\$1,065.31
Mark Wilson	\$ 470.13
Alabama Assn. of Assessing Officials Conference Orange Beach, AL – August 14-17, 2012	

Environmental Services - 2 participants

David Willoughby	\$534.22
Gary L. Nelson	\$530.51
2012 67 th Annual AWPCA Conference Florence, AL – July 29-31, 2012	

Environmental Services - 2 participants

Monte Suggs	\$550.05
Raphael Richards	\$418.43
SCADA Configuration Alpharetta, GA – July 22-25, 2012	

Tax Assessor - 2 participants

Teresa Defnall	\$491.64
Betty Jane Alfano	\$ 76. 50
AAAP Summer Conference - Receiving Certificate Orange Beach, AL – August 15-17, 2012	

Individual Staff Development

Cooper Green Mercy Hospital

Sandra Hullett, M.D.	\$995.00
National Assn. of Public Hospitals 2012 Annual Conference registration San Francisco, CA – June 19-22, 2012	

Probate Court

Sherri Friday	\$802.00
Alabama Probate Judges Summer Conference Gulf Shores, AL – August 6-8, 2012	

Roads & Transportation

James F. Henderson, Jr.	\$1,452.46
IRWA 2012 Summer Conf. & Course 205: Bargaining Negotiations Orange Beach, AL – July 24-28, 2012	

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

BUDGET TRANSACTIONS

Position Changes and/or Revenue Changes

- (i) Information Technology \$0
Re-grade Communications Coordinator currently a Grade 21 to a Grade 28. Annual cost of position \$62,130.
- (ii) General Services \$215,539.62
Increase revenue and expenditures to record an insurance settlement for storm damage to roof at Ketona.
- (iii) Roads & Transportation \$157,250
Shift funds from various operating accounts to cover overtime. Additional funds are required.

Other Budget Transactions

- (iv) Roads & Transportation \$10,000
Shift funds from a capital account to an operating account to purchase 41 computers.
- (v) Information Technology \$84,000
Shift funds and add purchasing memorandum to replace internet proxies and antivirus.
- (vi) Human Resources \$2,290
Shift funds from a capital account to cover the cost of telephone system.

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

REQUEST FOR CERTIFICATIONS

Community Development

Administrative Assistant I
Accountant

Information Services - Technical Services

Computer Operator II
PC Network Tech

General Services - Administration

Maintenance Repair Worker

Roads & Transportation - Administration

Administrative Analyst

Roads & Transportation - Highway Engineering & Construction

Sr. Engineering Drafter

Roads & Transportation - Highway Maintenance - Bessemer

Security Officer - 2 positions
Herbicide Applicator
Truck Driver
Skilled Laborer - 2 positions
Public Works Coordinator
Bridge Maint. Worker

District Highway Maintenance/Camp Superintendent - regular & provisional position

Roads & Transportation - Highway Maintenance - Ketona

Security Officer
Skilled Laborer - 6 positions
Public Works Coordinator
A/District Highway Maintenance/C/Superintendent

Roads & Transportation - Highway Traffic Engineering

Traffic Maintenance Worker - 2 positions

Environmental Services - Administration/Line Maintenance

Sewer Const./Maint Supervisor

Environmental Services - Valley Maintenance Shop

Skilled Laborer

Motion was made by Commissioner Stephens seconded by Commissioner Brown that the Request for Certification be approved.

Voting "Aye" Stephens, Brown, Carrington and Knight.

Jul-17-2012-503

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. II to the Agreement between Jefferson County, Alabama and Persidio Networked Solutions, Inc. to provide maintenance and support for IronPort security bundle for the period June 12, 2012 - June 11, 2013 in the amount of \$40,062.

CONTRACT NO.: 00003985

MAINTENANCE AND SUPPORT CISCO IRONPORT BUNDLE

Contract Amendment No. II

This Amendment to Contract entered into the 6th day of June, 2012, between Jefferson County, Alabama, hereinafter referred to as "the County, and Presidio Networked Solutions, Inc. hereinafter referred to as the "Contractor" to provide Annual Maintenance and Support for Cisco Ironport Dual Email Security Bundle.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

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

This contract amendment results from Jefferson County's request for Bid No. 139-10 The original contract between the parties referenced above, was approved by the Commission on June 7, 2010; recorded in MB 160, Page 176-177. Contract Amendment I was approved by the Commission on June 14, 2011, MB 152, Page 607.

Item 3. Amend Term of Contract: June 12, 2012 through June 11, 2013.

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

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

PRESIDIO NETWORKED SOLUTIONS, INC.

Authorized Signature

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

Jul-17-2012-504

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 3 to the Agreement between Jefferson County, Alabama and Kronos, Inc. to provide annual maintenance for Kronos software and hardware for the period April 2, 2012 - April 1, 2013 in the amount of \$48,513.14.

AMENDMENT NO. 3

CONTRACT NO.: 00003727

Contract Amendment No. 3 to the Kronos Sales, Software License and Services and Equipment Support Agreements

This Amendment to the original Kronos Sales, Software License and Services and the Equipment Support agreements, entered into the on March 24, 2009; Minute Bk: 157; Page 569. Contract entered into the 23~d of April, 2012, between Jefferson County, Alabama, hereinafter referred to as "the County, and Kronos Incorporated, hereinafter referred to as the "Contractor" to provide Maintenance and

Support for Kronos hardware and software.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract; NOW, THEREFORE, in consideration of the above, the parties hereto agree as follows:

Item 1. Amend Term of Contract: Pursuant to Section D.2 of the Kronos Sales, Software License and Services Agreement and Section 1 of the Equipment Support Agreement, the parties agree to extend the Software Support term of the Contract from April 2, 2012 - April 1, 2013.

The parties further agree that the Kronos Support Services Quote Contract No. 1141473 R05DEC-11. dated 12/08/11, is incorporated herein by reference and attached hereto, as Exhibit A shall be governed by the Terms and Conditions of the Contract.

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

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

Jefferson County Commission

KRONOS, INC.

John O'Brien, Senior Vice President, Sales

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

Jul-17-2012-505

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. I to the Agreement between Jefferson County, Alabama and Microsoft Corporation to provide maintenance and support for Microsoft software applications for the period July 1, 2012 - June 30, 2013 in the amount of \$62,020.

CONTRACT NO.: 00003986

MAINTENANCE AND SUPPORT MICROSOFT PREMIER

Contract Amendment No. I

This Amendment to Contract entered into the 6th day of June, 2012, between Jefferson County, Alabama, hereinafter referred to as "the County", and Microsoft Corporation, hereinafter referred to as the "Contractor" to provide Microsoft Premier Standard Maintenance.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

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

This contract amendment results from Jefferson County's request for Bid No. 129-11 The original contract between the parties referenced above, was approved by the Commission on July 12, 2011; recorded in MB 162, Page 48.

Item 3. Amend Term of Contract: July 1, 2012 through June 30, 2013.

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

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

Microsoft Corporation

_____, Authorized Signature

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

Jul-17-2012-506

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. II to the Agreement between Jefferson County, Alabama and Iron Mountain Information Management, Inc. to provide off-site microfilm

and tape media storage until April 30, 2013 in an amount not to exceed \$70,000 (Data Center \$25,000/Probate & Board of Equalization \$45,000).

CONTRACT NO: 00003717

Contract Amendment No. II

This Amendment to Contract entered into the 1st day of May, 2012 (the Effective Date), between Jefferson County, Alabama, hereinafter referred to as "the County, and Iron Mountain, hereinafter referred to as the "Contractor" to provide off site data protection storage for various Jefferson County Departments.

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. 32-10R. The original contract between the parties referenced above, which was approved by the Commission on June 29, 2010 and recorded in MB 160, Page 147-150; AND contract amendment I approved on July 12, 2011 and recorded in MB 162; Page(s) 48-49 is hereby amended as follows:

Item 1. Term of Contract: As of the Effective Date, the term of this contract shall extended until April 30, 2013. Unless otherwise provided in a Schedule.

Except as expressly amended herein, all other terms and conditions of the original contract remain the same.

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President - Jefferson County Commission

CONTRACTOR

Jo Powers, General Manger

Iron Mountain Information Management Inc

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

Jul-17-2012-507

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. II to the Agreement between Jefferson County, Alabama and Teklinks, Inc. to provide Cisco equipment and software to support County departments and PACA members for the period July 1, 2012 - June 30, 2013 in an amount not to exceed \$500,000.

CONTRACT NO.: 00003947

Contract Amendment No. II

This Amendment to Contract entered into the 1st day of June, 2012, between Jefferson County, Alabama, hereinafter referred to as "the County, and Teklinks, Inc., hereinafter referred to as the "Contractor" to provide Cisco Equipment and Software.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

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

This contract amendment results from Jefferson County's request for Bid No. 137-10. The original contract between the parties referenced above, was approved by the Commission on July 6, 2010; recorded in MB 160, Page(s) 167-169. Amendment I was approved by the Commission on August 9, 2011, recorded in MB 162, Page(s) 115-116, is hereby amended as follows.

Item 3. Amend Term of Contract: July 1, 2012 through June 30, 2013

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

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

TEKLINKS, INC.

_____, Authorized Signature

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

Jul-17-2012-508

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

Agreement with Yarbrough Company, Inc. to provide food services at the Jefferson County Jail for the period June 1, 2012 - May 31, 2014 at a cost based on inmate population and is estimated to be \$1,500,000 annually.

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

Jul-17-2012-509

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

Amendment to the Agreement with Advanced Correctional Healthcare, Inc. to amendment Section 1.1 PHYSICIAN of original contract to use a Mid-Level Practitioner, with approval of the Sheriff.

AMENDMENT TO THE AGREEMENT FOR THE PROVISION OF INMATE HEALTH
SERVICES AT JEFFERSON COUNTY JAIL, JEFFERSON COUNTY, ALABAMA

The AGREEMENT, effective as of October 21, 2011, by and between Mike Hale, in his official capacity as Sheriff of Jefferson County, Alabama (the "Sheriff"), the County of Jefferson, located in the State of Alabama (hereinafter the "COUNTY") and Advanced Correctional Healthcare, Inc. (hereinafter "ACH) is AMENDED as follows, effective December 1, 2011.

Section 1.1 (STAFFING) is amended as follows:

Section 1. 1.1 PHYSICIAN. A physician and/or MID-LEVEL, PRACTITIONER will visit the FACILITY weekly or as otherwise agreed by the SHERIFF and ACH, and will stay until all work is completed. A MID-LEVEL PRACTITIONER will only be used with the approval of the SHERIFF. The physician and/or MID-LEVEL PRACTITIONER will be available by telephone to the FACILITY and medical staff on an on-call basis, seven (7) days per week, twenty-four (24) hours per day. For scheduled visits that fall on ACH CORPORATE HOLIDAYS, coverage may be provided by phone only.

AMENDMENT AGREED TO AND ACCEPTED:

ADVANCED CORRECTIONAL HEALTHCARE, INC.

Neil Leuthold, MBA

President/Comptroller

COUNTY OF JEFFERSON, ALABAMA

Mike Hale, Sheriff

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

Jul-17-2012-510

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an amendment to the agreement between Jefferson County, Alabama and Behavior Health Concepts of Alabama, Inc. to provide geriatric psychiatric services for inpatients at Cooper Green Mercy Hospital for FY 2011-2012 in the amount of \$630,260.

CONTRACT AMENDMENT

This contract amendment by and between Jefferson County Commission d/b/a Cooper Green Mercy Hospital, hereinafter referred to as "The Hospital," and BEHAVIORAL HEALTH CONCEPTS OF ALABAMA, INC, hereinafter referred to as the "Contractor," is hereby effective on October 1, 2011 as follows:

WITNESSETH:

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

WHEREAS, the Contractor desires to amend this Contract.

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

The Contract between the parties entered on the 19th day of August, 2009, which was approved by the Jefferson County Commission on September 8, 2009, and recorded in Minute Book 158; Page(s) 400-404, is hereby amended as follows:

The Contract was extended on October 1, 2010 through September 30, 2011: and approved by the Jefferson County Commission on October 19, 2010, and recorded in Minute Book 160; Page(s) 540, is hereby amended as follows:

Article IX: Extend the completion dated of this contract from October 1, 2011 to September 30, 2012. Attached (on file in the Minute Clerk's office) is Exhibit 1 Behavioral Health Concepts Contract Addendum 1 Contract Management Services Plan for Geriatric Psychiatric Program for Joint Commission.

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

Behavioral Health Concepts, Inc

Cooper Green Mercy Hospital

By: Fred W. Delloye, President

Sandra Hullett, M.D. - CEO/Medical Director

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

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

Jul-17-2012-511

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Healthcare Multi-Vendor Service Agreement and Attachments between Jefferson County, Alabama and Philips Healthcare for mammography system, Swissray Modulaire, C-arm and ultrasound system at Cooper Green Mercy Hospital for the period November 22, 2011 - September 30, 2012 in the amount of \$65,211.04.

Quote Date: May 25, 2012

Philips Healthcare Multi-Vendor Service Agreement

This Philips Healthcare Multi-Vendor Service Agreement ("Agreement"), is effective on the date it is signed by both parties below ("Effective Date"), between Philips Healthcare, a division of Philips Electronics North America Corporation, a Delaware corporation with its business address at 22100 Bothell Everett Highway, Bothell, WA 98021 ("Philips") and Jefferson County Commission d/b/a Cooper Green Mercy Hospital, a corporation with its business address at 1515 6th Avenue South, Birmingham, AL 35233 ("Customer").

The parties agree as follows:

1. Term. If this is an initial Agreement, Philips will begin providing the services under this Agreement on November 22, 2011, the Effective Date. If this is a renewal of an existing Agreement, this Agreement becomes effective upon signature and services will commence immediately upon the expiration of the previous term. Unless earlier terminated as permitted under this Agreement, this Agreement will expire on September 30, 2012.
2. Services and Equipment. Philips will provide the inspection, maintenance, and repair services ("Services") more fully described in Section 1 of the terms and conditions attached as Attachment B ("Terms and Conditions") on the Equipment subject to the Terms and Conditions. The equipment subject to this Agreement is listed on Attachment A ("Equipment").
3. Price. In consideration of the Services provided by Philips under this Agreement, Customer will pay in advance on a monthly basis pursuant to the payment terms set forth in the Terms and Conditions the following:

Monthly Payment Amount: \$ 8,961.57

Annual Agreement Price: \$ 76,004.31

Total Agreement Price: \$ 65,211.04 (Based on proration value)

The first payment will be due on the first day of the month of the Effective Date. Thereafter, payments will be due on the first day of each subsequent month until the Total Agreement Price and all applicable taxes and interest are paid in full.

4. Incorporation of Attachments: The following Attachments to this Agreement are hereby incorporated into this Agreement: (on file in the Minute Clerk's office)

Attachment A Equipment

Attachment B Terms and Conditions

Attachment C Uptime Guarantee

Attachment D Agency Authorization Agreement

Attachment E Amendment to Standard Agreement

5. Changes to Terms and Conditions.

Any changes to the face of this Agreement or to any of the Attachments must be made as a written amendment to this Agreement signed by both parties and attached to this Agreement as Attachment E.

6. Quote. Prices quoted are valid for 60 days after the quote date listed above.

The parties to this Agreement have signed this Agreement by their duly authorized officers on the date written below.

Philips Healthcare, a division
Hospital

Jefferson County Commission d/b/a Cooper Green Mercy
W. D. Carrington, President

Daniel Asbrock, Senior Director - Customer Service
Business Development - Philips Healthcare

IMPORTANT NOTICE: Health care providers are reminded that if the transactions herein include or involve a loan or discount (including a rebate or other price reduction), they must fully and accurately report such loan or discount on cost reports or other applicable reports or claims for payment submitted under any federal or state health care program, including but not limited to Medicare and Medicaid, such as may be required by state or federal law, including but not limited to 42 CFR 1001.952(h).

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

Jul-17-2012-512

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Amendment to the Agreement between Jefferson County, Alabama and Jefferson Clinic, P.C. to provide physician staffing and supervision at Cooper Green Mercy Hospital.

AMENDMENT

This First Amendment is made effective the 1st day of June, 2012, by and between Jefferson County, Alabama d/b/a Cooper Green Mercy Hospital, a hospital operating in Birmingham, Alabama ("Hospital") and Jefferson Clinic, Professional Corporation, ("Contractor"), an Alabama Corporation.

RECITALS

WHEREAS, Hospital and Contractor have previously entered into that certain Agreement for Physician Services at Cooper Green Mercy Hospital ("the Agreement") dated February 1, 2010; and

WHEREAS, Hospital and Contractor do now desire to continue this relationship in a bipartisan effort to reduce the operation costs due to budgetary issues confronting Cooper Green Mercy Hospital during the remainder of this contract term; and

WHEREAS, Contractor has agreed to continue to provide Physician Services at Cooper Green Mercy Hospital in exchange for the Hospital's agreement to pay compensation for such Physician Services as described herein.

NOW, THEREFORE, in consideration of the premises above, the covenants below, and other good and valuable consideration, the parties hereto do hereby agree as follows:

BE IT RESOLVED that the present contract is amended as follows:

	Annualized	Monthly Payment
	Stipend	commencing June 1, 2012
Core Medical Services	\$ 8,582,027	\$715,169
Non-Core Medical Services	\$ 2,431,539	\$202,628
Annual Contract Stipend	\$11,013,566	\$917,797

Section 2.5 Obligation of the Corporation with Respect to Obstetrical Services shall be deleted in its entirety.

Except as otherwise provided in this Amendment, the Agreement shall remain in full force and effect.

These changes are made in recognition of the deletion of services as defined in Exhibit 1 and Exhibit 2 (on file in the Minute Clerk's office) provided by Jefferson Clinic, P.C. for the remainder of the remaining nine (9) months ending January 31st, 2013 of the previously executed contract term.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this day and year first above written.

HOSPITAL:

Jefferson County, Alabama
d/b/a Cooper Green Mercy Hospital

CONTRACTOR:

Jefferson Clinic, Professional Corporation

David Carrington, President
Jefferson County Commission

Rick Player, MD, President

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

Jul-17-2012-513

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 InterSystem Corporation to provide annual maintenance and support for Cache Entree with Shadow Server subscription software updates for the period March 1, 2012 - February 28, 2013 in the amount of \$79,200.
CONTRACT NO.: 00003973

Maintenance and Software Support Cache Entree
Contract Amendment No. I

This Amendment to Contract entered into the 1st day of March, 2012, between Jefferson County, Alabama d/b/a/ Cooper Green Mercy Hospital, hereinafter referred to as "the County, and Intersystem Corporation, hereinafter referred to as the "Contractor" to provide Annual Maintenance and Support for Cache Enterprise Subscription.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

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

This contract amendment results from Jefferson County's Contract No. 00002176. The original contract between the parties referenced above, was approved by the Commission on July 26, 2011; recorded in MB 162, Page (s) 54-56.

Item 3. Amend Term of Contract: March 1, 2012 through February 28, 2013.

Item 4. Amend Compensation: The Contractor shall be compensated for the annual software maintenance and support a sum of \$79,200.00 for a quantity of 450 licenses.

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

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

Jefferson County Commission

Todd Krieger, Authorized Representative

Intersystem Corporation

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

Jul-17-2012-514

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an amendment to the agreement between Jefferson County, Alabama and Eye Foundation, Inc., d/b/a UAB Callahan Eye Hospital to provide surgical services for eye cases not provide by Cooper Green Mercy Hospital for FY2011-2012 in the amount of \$90,000.

CONTRACT AMENDMENT

This amendment to the Contract effective October 1, 2008 ("Contract"), by and between Jefferson County Commission d/b/a Cooper Green Mercy Hospital, hereinafter referred to as "The Hospital," and UAB Callahan Eye Hospital, formerly known as Callahan Eye Foundation Hospital," referred to as the "Contractor," is hereby entered into on June 1, 2012, as follows:

WITNESSETH:

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

WHEREAS, the Contractor desires to amend this Contract.

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

1. The Contract between the parties entered on the 15th day of October, 2008, which was approved by the Jefferson County Commission

on December 30, 2008, ad recorded in Minute Book 157; Page(s) 287-288; was amended on October 1, 2009 and which was approved by the Jefferson County Commission on October 6, 2009, and recorded in Minute Book 158; Page(s) 606, was amended on October 1, 2010, and approved by the Jefferson County Commission on December 14, 2010, and recorded in Minute Book 161, Page(s) 55; and was amended on October 1, 2010, and approved by the Jefferson County Commission on September 27; 2011 and recorded in Minute Book 162, Page(s) 247 is hereby amended as follows:

- a. Section 11: Extend the completion date of this Contract from October 1, 2011 to September 30, 2012.
 - b. All other terms and conditions of the original Contract remain the same.
2. No later than, five days after signing this Amendment, the Hospital and/or the County will forward payment for past due amounts to Contractor as follows:

To UAB Callahan Eye Hospital: \$38,189.47

Jefferson County Commission

W . D. Carrington

President

Eye Foundation, Inc. d/b/a UAB Callahan Eye Hospital

Libby Bailey, CFO

Cooper Green Mercy Hospital

Sandral Hullett, MD

CEO/Medical Director

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

Jul-17-2012-515

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the Release and Termination of Lease between Jefferson County, Alabama, the City of Birmingham and The Public Building Authority of the City of Birmingham for property located at 1321 5th Avenue, South, Birmingham (DHR Building).

RELEASE AND TERMINATION OF LEASE

KNOW ALL MEN BY THESE PRESENTS, that the City of Birmingham, a municipal corporation and The Public Building Authority of the City of Birmingham, a public corporation and Jefferson County, a political subdivision of the State of Alabama, being the parties to that certain Lease Agreement dated March 1, 1971, recorded in Real Volume 693, Page 292, in the Office of the Probate Judge of Jefferson County, Alabama, (the "Lease") have agreed to terminate and do hereby terminate the Lease and further mutually release each respective party from the terms, conditions and obligations under the Lease effective upon the delivery of that certain Statutory Warranty Deed from The Public Building Authority of the City of Birmingham to the City of Birmingham and Jefferson County conveying the real property described in the Lease.

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed as of the 14th day of June, 2012.

ATTEST:

Lee Frazier, City Clerk

Approved As To Form By Law Department:

Assistant City Attorney

ATTEST:

Minute Clerk

THE PUBLIC BUILDING AUTHORITY OF THE CITY OF BIRMINGHAM

Jeremy Erdreich, Chairman

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

Jul-17-2012-516

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the lease agreement between Jefferson County, Alabama

and Bradford Recreational Community Association approved at M.B. 115, PG. 155-56, on November 5, 1996, is hereby terminated for convenience of the County effective thirty (30) days following the adoption of this resolution.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Manager shall immediately notify Bradford Recreational Community Association of this action.

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

Jul-17-2012-517

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Swett & Associates to perform elevator audits, state certification applications, maintenance reports, call log reports for all elevators in facilities maintained by General Services in the amount of \$123,910 for the period July 1, 2012 - June 30, 2015.

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into this 1st day of July, 2012, by and between the Jefferson County Commission, hereinafter called "the County, and Swett & Associates/Elevator Consultants located at PO Box 7429, Houston, Texas 77248, hereinafter called "the Contractor."

WHEREAS, the County desires to contract for Elevator Consulting Services for inspections and audits of 70 elevators see Attachment "A" (attachments on file in the Minute Clerk's office).

WHEREAS, the Contractor desire to furnish said services to the General Services Department;

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

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

SCOPE OF SERVICES: Perform elevator audits, state certification elevator inspections, state certification applications, maintenance reports, call log reports, capital plan. See Attachment "B" for further detail of the scope of services. The elevators included within the "Scope of Services" may be adjusted (added or deleted) as necessary at the County's sole discretion. If an adjustment is made, compensation will be adjusted to reflect the change in scope per the itemized service costs detail as described in Attachment 'C'.

TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The term of the contract is for three years beginning July 1, 2012 through June 30, 2015.

COMPENSATION: General Services; Three year total contract amount is \$123,910. (year one \$35,560, year two \$52,540, year three \$35,810.) Cooper Green Hospital; Three year total contract amount is \$18,240 (year one \$5,840, year two \$5,560, year three \$5,840). For further cost details see Attachment "C".

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

Client: Swett & Associates, Elevator Consultants

PO Box 7429

Houston, Texas 77248

Copy to: Jefferson County Commission

General Services Department

Director of General Services

Room 1

716 Richard Arrington Jr. Blvd. N

Birmingham, AL 35203

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

Contractor

Jefferson County, Alabama

Sheila Swett, Owner

W. D. Carrington, President

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

Jul-17-2012-518

RESOLUTION TO GRANT A LICENSE AGREEMENT
TO THE CITY OF CENTER POINT
FOR USE OF FLOOD MITIGATION PROPERTIES

WHEREAS, Jefferson County acquired flood-prone properties through its Flood Mitigation Program; and

WHEREAS, Jefferson County used FEMA's Hazard Mitigation Grant Program monies to fund these acquisitions making said properties subject to FEMA program requirements; and

WHEREAS, the City of Center Point wishes use two (2) Flood Mitigation Properties within its corporate limits for development of a greenway, along with all attendant responsibilities and specifically for the on-going compliance with FEMA program requirements; and,

WHEREAS, Jefferson County has no plans for use of these certain Flood Mitigation Properties.

NOW, THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the License Agreement for two (2) Flood Mitigation Properties listed below to the City of Center Point.

- 1) Site Address: 1633 Barrington Circle 35215
Tax PID #: 12-19-4-011-001.000
- 2) Site Address: 1635 Barrington Circle 35215
Tax PID #: 12-20-3-002-015.000.

LICENSE AGREEMENT BY AND BETWEEN

JEFFERSON COUNTY, ALABAMA

AND

CITY OF CENTER POINT, ALABAMA

PART I: PROGRAM DESCRIPTION

Jefferson County purchased properties located in designated Special Flood Hazard Areas under the Jefferson County Flood Mitigation Program which requires the removal of houses and improvements and that the cleared land be used in perpetuity as open space in order to protect and preserve natural floodplain values.

DISASTER ASSISTANCE

No further disaster assistance from any Federal source for any purpose related to the property may be sought, nor will any such assistance be provided.

USE

Jefferson County may convey a revocable license to a private individual or entity for purposes compatible with the Allowable Uses described below, including agriculture.

If title to the property is transferred to a public entity other than a qualified state or federal agency with a conservation mission, it must be conveyed subject to a Conservation Easement that shall be recorded with the deed and shall incorporate all terms and conditions set forth herein, including the easement holder's responsibility to enforce the easement.

ALLOWABLE USES

(A) The property shall be dedicated and maintained in perpetuity for uses compatible with open space, recreational, or wetlands management practices.

(B) In general, allowable open space, recreational, and wetland management uses include parks for outdoor recreational activities, nature reserves, cultivation, grazing, unimproved pervious parking lots, and buffer zones.

(C) No new structure(s) or other improvement(s) will be constructed or placed on the property except as indicated below:

- 1) A public facility that is open on all sides and functionally related to an approved open space or recreational use;
- 2) A public rest room (located outside of the designated Special Flood Hazard Area);
- 3) Structural flood mitigation projects.
- 4) Unimproved, pervious parking lots, provided that no vehicle shall remain on-site for more than one, consecutive, twenty-four

(24) hour time period.

5) Other structures or improvements that are compatible with the uses described in Article II, Section B, above may be considered for approval upon request.

(D) Minimum Construction Standards.

1) Any walled structures built or placed on the property for support, shelter, or enclosure for any occupancy or storage shall be elevated to the Base Flood Elevation plus two (2) feet of freeboard.

2) All structures and site amenities (such as benches, tables and trash receptacles) located within the designated Special Flood Hazard Area shall be securely anchored to prevent flotation, collapse and lateral movement.

3) All structures and other improvements shall comply with all requirements of Building Codes, Flood Hazard Prevention Ordinances, and any other applicable codes and regulations then in effect.

(F) No fill material shall be placed within the designated Special Flood Hazard Area, including the X-500 zone, except for minor finished grading operations associated with allowable uses listed above, or associated with approved structural flood mitigation projects.

(G) The property shall be maintained in such manner as to prevent erosion and impediments to the accommodation and discharge of floodwaters.

(H) All structures and other improvements proposed by the City shall be submitted to the Jefferson County Department of Land Planning and Development Services for review and written approval by the Director of Land Planning and Development Services prior to commencing any land disturbing activities. All requests for approval shall be accompanied by a plan drawing and/or descriptive narrative of sufficient detail to convey the scope and intent of the proposed improvements, and a statement of operational and maintenance responsibilities.

INSPECTION

Jefferson County shall inspect the subject property every two (2) years in the first week of April to verify that the property continues to be maintained in a manner consistent with the open space provisions of the Program and may inspect the property at any other time at its sole discretion.

MAINTENANCE

If the subject property is not maintained according to the terms of the Program, the City of Center Point shall be responsible for taking any measures needed to bring the property back into compliance or Jefferson County may in its discretion revoke the license in accordance with the terms contained herein.

DEFINITIONS

(A) FEMA: Federal Emergency Management Agency

(B) Jefferson County Flood Mitigation Program (the Program): a program administered by Jefferson County, Alabama which purchases properties that are vulnerable to flooding and that are located within a Special Flood Hazard Area, and using a combination of FEMA and County funding sources.

(C) Special Flood Hazard Area: the land within a community subject to a one-percent or greater chance of flooding in any given year (the Base Flood). The area may be designated Zone A, AE, AH, AO, or A1-99 on the Flood Insurance Rate Map.

(D) Structure: a walled and roofed building that is principally above ground, a manufactured home, a gas or liquid storage tank, and other man-made facilities or infrastructures

(E) Structural Flood Mitigation: an engineered solution, such as modification of drainage ways or construction of stormwater detention/retention facilities, designed to reduce the elevation of the Base Flood.

PART II: REVOCABLE LICENSE AGREEMENT

This Agreement is entered into by and between Jefferson County, Alabama, hereinafter referred to as the "COUNTY" or "LICENSOR" and the City of Center Point, Alabama, hereinafter referred to as the "CITY" or "LICENSEE".

WHEREAS, the County owns property purchased through the Jefferson County Flood Mitigation Program; and

WHEREAS, the City desires to utilize said property for such uses as allowed herein;

NOW, THEREFORE, in consideration of the forgoing, the County does hereby license unto the City the property owned by the County as described in Exhibit "A", attached hereto upon the following terms and conditions:

PROPERTY DESCRIPTION

The property subject to this license agreement is generally located in the City of Center Point, Alabama and more particularly described in Exhibit "A" attached hereto and incorporated by reference herein.

REAL ESTATE LICENSE

The County hereby grants a revocable license to the City for the public uses allowed under the uses permitted by the Flood Mitigation Program and no other, applicable only to the real property described in Exhibit "A".

TERM OF AGREEMENT

The term of this agreement shall begin upon execution and end ten (10) years from the date of execution, with five year renewals thereafter. At the conclusion of the first-term, if the Licensee's performance has been satisfactory to the County, the County will favorably consider City for another contract term, provided, the County shall not be obligated to award said contract to Licensee.

REMOVAL OF IMPROVEMENTS

Unless termination occurs earlier, the City shall have sixty (60) days from the termination date to remove any and all improvements

from the property at its own expense. Any improvements not removed within said sixty (60) days shall be deemed abandoned and the County's cost of removing said improvements shall be born by the Licensee.

LICENSEE:

- 1) Shall protect and maintain the property in the manner and degree that is usual and ordinary for well maintained public lands conforming at all times to community standards of safety and decency and as further stipulated herein.
- 2) May be authorized to make improvements upon the property subject to the approval by the Director of Land Planning and Development Services in accordance with the permitted uses described herein.
- 3) Shall and does hereby agree to hold harmless and defend the Jefferson County, its elected officials and employees from and against any and all claims, suits and judgments for personal injury, including death, and property damages and liability whatsoever, in any manner arising out of this license and the use of the property and the facilities thereon by the Licensee.
- 4) Shall and does hereby acknowledge direct familiarity with the property and accept it "as is".
- 5) Shall purchase and maintain throughout the term of this license and all extensions thereof comprehensive general public liability insurance naming the Licensee and Jefferson County, Alabama, Jefferson County Commission and Commissioners and County employees as named insureds with a company duly authorized and approved to do business in Alabama. Said insurance shall include minimum coverage as follows:
 - i. \$300,000.00 for personal injury liability and/or death from any one occurrence.
 - ii. \$100,000.00 for personal injury and/or death for any single injury or death.
 - iii. A clause obligating the insurance company to give not less than 30 days written notice to the President, Jefferson County Commission and the Director of Land Planning and Development Services, before any cancellation thereof. No such cancellation shall relieve the insurance company for any insurance liability for any occurrence, injury, death or claim whatsoever occurring or arising before the cancellation becomes effective.
 - iv. Workers compensation insurance, if required by law, for all Licensees' employees.
- 6) Shall be responsible for all utilities, including garbage pick-up, that serve the property both now and as may be approved in the future.
- 7) Shall be responsible for providing any and all security needed at the property.
- 8) Agrees that this License Agreement does not in any way grant any right, title or interest in County property and is for the limited purpose of installing, maintaining and operating a public facility on the property described herein as Exhibit "A".
- 9) Agrees that the privileges and permissions granted by this Agreement apply only to the Licensee and neither the privileges and permissions granted nor this Agreement are transferable to any other party without the express written consent and permission of the County.
- 10) Agrees that in the event that Licensee abandons its use of the property described in Exhibit "A" attached hereto that this License shall automatically be revoked and shall become null and void without further action by the County. Six (6) months of continuous non use by the Licensee shall constitute abandonment for purposes of this section.
- 11) Agrees that this Agreement constitutes the complete understanding between the parties and that no other promises or agreements have been made or things promised to Licensee.
- 12) May revoke and terminate this license agreement for any reason within 48 hours of service of notice upon the County at which time the Licensee shall have sixty (60) days to remove at its own expense all such items as may have been placed upon the property and restore the property to its original condition unless otherwise agreed upon in writing by the parties.

JEFFERSON COUNTY:

(numbering as shown on contract)

- 12) Shall have the right to enter onto the property at any time for the purpose of inspecting the property to ensure compliance with the terms of the Flood Mitigation . Program.
- 13) May notify the Licensee of any remedial actions required to maintain compliance with the terms of the Program and establish deadlines for such work to be completed.
- 14) May revoke and terminate this license agreement for any reason within 48 hours of service of notice upon the Licensee at which time the Licensee shall have sixty (60) days to remove at its own expense all such items as may have been placed upon the property and restore the property to its original condition unless otherwise agreed upon in writing by the parties.

Should any provision of this Agreement be found to be invalid or unenforceable, the rest and remainder of the provisions and their application shall not be affected and shall remain valid and enforceable.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed in their names and behalves this the day of , 2012.

JEFFERSON COUNTY, ALABAMA

David Carrington, President

Jefferson County Commission

CITY OF CENTER POINT, ALABAMA

Tom Henderson, Mayor
City of Center Point, Alabama

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

Jul-17-2012-519

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute agreements between Jefferson County, Alabama and the following Cities/Towns to provide elections services for a Municipal Election to be held on August 28, 2012 and, if required, a run off election to be held on October 9, 2012. These are revenue generating agreements.

- | | |
|------------------------------------|-----------------------------------|
| (a) City of Graysville - \$221 | (j) Town of Mulga - \$100 |
| (b) Town of County Line - \$56 | (j) City of Midfield - \$354 |
| (c) City of Pleasant Grove - \$269 | (k) City of Vestavia \$1,705 |
| (d) City of Leeds - \$177 | (l) City of Brighton - \$44 |
| (e) City of Homewood - \$2,535 | (m) City of Pinson - \$265 |
| (f) City of Clay - \$399 | (n) Town of West Jefferson - \$33 |
| (g) Town of Kimberly - \$55 | (o) City of Fultondale - \$270 |
| (h) City of Trussville - \$962 | (p) City of Hueytown - \$270.67 |
| (i) City of Adamsville - \$210 | |

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

Jul-17-2012-520

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby acknowledges its understanding of the following described matter and approves or ratifies the action of JOE KNIGHT as its representative on the Jefferson County Emergency Management Agency ("EMA") Council.

- (a) Alabama Emergency Management Agency Subgrantee Hazard Mitigation Grant #1971-320 - \$51,474
Federal reimbursement for the installation of 12 residential safe rooms in Jefferson County
- (b) Agreement with OneRain, Inc. to provide software technical support for one Servlet Data Collection and a stand alone base station in the amount of \$1,500 for the period April 1, 2012 - March 31, 2013.

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

Jul-17-2012-521

WHEREAS, The Jefferson County Commission and the City of Birmingham entered into a month-to-month contract for animal control services with BJC Animal Control Services, Inc., beginning October 1, 2007; and

WHEREAS, said month-to-month contract requires the parties to give thirty (30) days notice prior to termination of said contract.

NOW THEREFORE BE IT RESOLVED THAT THE JEFFERSON COUNTY COMMISSION hereby approves the extension of the aforementioned contract for an additional thirty (30) days.

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

Jul-17-2012-522

WHEREAS, New Horizons desires to provide occupational training in computer technology programs to Adult participants.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Adult ITA agreement with New Horizons for Program Year 2012. The effective period is July 1, 2012 through June 30, 2013. The amount paid under the agreement depends on the number of students trained.

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

Jul-17-2012-523

WHEREAS, New Horizons desires to provide occupational training in computer technology programs to Dislocated Worker participants.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Dislocated Worker ITA agreement with New Horizons for Program Year 2012. The effective period is July 1, 2012 through June 30, 2013. The amount paid under the agreement depends on the number of students trained.

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

Jul-17-2012-524

WHEREAS, Advance Career Training Solutions desires to provide occupational training to Adult participants.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Adult ITA agreement with Advance Career Training Solutions for Program Year 2012. The effective period is July 1, 2012 through June 30, 2013. The amount paid under the agreement depends on the number of students trained.

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

Jul-17-2012-525

WHEREAS, Advance Career Training Solutions desires to provide occupational training to Dislocated Worker participants.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Dislocated Worker ITA agreement with Advance Career Training Solutions for Program Year 2012. The effective period is July 1, 2012 through June 30, 2013. The amount paid under the agreement depends on the number of students trained.

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

Jul-17-2012-526

WHEREAS, Fortis Institute desires to provide pre-apprenticeship construction trade training to Adult participants.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Adult ITA agreement with Fortis Institute for Program Year 2012. The effective period is July 1, 2012 through June 30, 2013. The amount paid under the agreement depends on the number of students trained.

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

Jul-17-2012-527

WHEREAS, Fortis Institute desires to provide pre-apprenticeship construction trade training to Dislocated Worker participants.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Dislocated Worker ITA agreement with Fortis Institute for Program Year 2012. The effective period is July 1, 2012 through June 30, 2013. The amount paid under the agreement depends on the number of students trained.

Jul-17-2012-528

WHEREAS, Jefferson County Joint Apprenticeship desires to provide pre-apprenticeship construction trade training to Adult participants.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Adult ITA agreement with Jefferson County Joint Apprenticeship for Program Year 2012. The effective period is July 1, 2012 through June 30, 2013. The amount paid under the agreement depends on the number of students trained.

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

Jul-17-2012-529

WHEREAS, Jefferson County Joint Apprenticeship desires to provide pre-apprenticeship construction trade training to Dislocated Worker participants.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Dislocated Worker ITA agreement with Jefferson County Joint Apprenticeship for Program Year 2012. The effective period is July 1, 2012 through June 30, 2013. The amount paid under the agreement depends on the number of students trained.

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

Jul-17-2012-530

BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Youth Agreement with Paxen Learning Corporation for Program Year 2011. The agreement provides for training 75 participants to receive GED's. The agreement is in the amount of \$281,526.93 and is for the period July 1, 2012 through June 30, 2013.

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

Jul-17-2012-531

BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Youth Agreement with The Dannon Project for Program Year 2011. The agreement provides for training 60 participants in high growth careers in healthcare and prepares the participants for entry level career ladder positions. The agreement is in the amount of \$302,134.29 and

is for the period July 1, 2012 through June 30, 2013.

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

Jul-17-2012-532

BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Youth Agreement with St. Vincent's Hospital d/b/a Jeremiah's Hope Academy for Program Year 2011. The agreement provides for training 24 participants in high growth careers in healthcare and prepares the participants for entry level career ladder positions. The agreement is in the amount of \$104,113.00 and is for the period July 1, 2012 through June 30, 2013.

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

Jul-17-2012-533

WHEREAS, Jefferson County has received approval from the Alabama Department of Economic and Community Affairs for Workforce Investment Act Funds; and

WHEREAS, the grant assistance approved is \$5,297,003.00 for the period 7/1/2012 - 6/30/2014.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the Commission President is authorized to sign the WIA Grant Agreement No. 23-0.

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

Jul-17-2012-534

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 CEAssociates Engineering Consultants, for the Edgewater Park Project (CDBG10-03F-U03-EDG). The total compensation to CEAssociates Engineering Consultants shall be \$33,080.00 and extend the contract for an additional 256 days. The new completion date shall be January 2, 2013. This project is from the 2010 program year.

AMENDMENT TO CONTRACT #2

This is an Amendment to the Contract by and Between Jefferson County, Alabama through the Department of Community & Economic Development, hereinafter called "the County", and CEAssociates Engineering Consultants, hereinafter called "the Contractor" for grant allocation PY10/FY12. The effective date of this agreement shall be March 13, 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 March 13, 2012 in Minute Book 163, Page 56, is hereby amended as follows:

The purpose of this Modification is to modify the total cost for the contract with CEAssociates for the Edgewater Park Project (CDBG10-03F-U03-EDG). The total compensation to CEAssociates Engineering Consultants shall be \$33,080.00. Also the purpose of the modification is to modify the time and extend the contract an additional 256 days at no additional cost. The new completion date shall be January 2, 2013. All other terms and conditions of the original contract remains the same.

JEFFERSON COUNTY, AL

W. D. Carrington, President

Jefferson County Commission

CONSULTANT

_____, President

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

Jul-17-2012-535

NOW, THEREFORE, BE IT RESOLVED, by the Jefferson County Commission that the Commission President is authorized to sign Amendment #1 to the agreement between the Jefferson County Commission and The Jefferson County Housing Authority for Fair Housing Counseling Services. The amendment extends the time of performance to December 31, 2012.

AMENDMENT TO CONTRACT

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 the Jefferson County Housing Authority, hereinafter called "the Contractor" for grant allocation PY11. The effective date of this agreement shall be

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 13, 2011 in Minute Book 162, Page 466, is hereby amended as followed:

The purpose of this Modification is to extend the contract period for the Fair Housing Counseling Project (CD1 1-05J-F50H0-FHC) for an additional 92 days. The original contract completion date was September 30, 2012, and new completion date shall be December 31, 2012. There is no additional expense associated with this extension.

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

JEFFERSON COUNTY, AL

W. D. Carrington, President

Jefferson County Commission

JEFFERSON COUNTY HOUSING AUTHORITY

Lewis D. McDonald, Executive Director

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

Jul-17-2012-536

BE IT RESOLVED, by the Jefferson County Commission that the president, W. D. Carrington, be and he is authorized, directed and empowered to execute an Agreement between Jefferson County, Alabama and FORMWORKS Architects, Inc. for architectural services associated with the Trussville Senior Center Project (CD11-03A-M4-TSC). The fee for these services shall not exceed Twenty Five Thousand Five Hundred and 00/100 Dollars (\$25,500.00), and will be paid for in full with federal funds. This project is from the 2011 Program Year.

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

Jul-17-2012-537

BE IT RESOLVED, by the Jefferson County Commission that the president, W. D. Carrington, be and he is authorized, directed and empowered to execute an Agreement between Jefferson County, Alabama and Thompson Architecture, Inc. for the provision of Architectural services in connection with the Fairfield Library Improvements Project (CD11-03-M1-FAI). The fee for these services shall not exceed

Twenty Six Thousand Two Hundred Fifty and 00/100 Dollars (\$26,250.00), and will be paid for in full with federal funds. This project is from the 2011 Program Year.

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

Jul-17-2012-538

BE IT RESOLVED by the County Commission of Jefferson County, Alabama that the President of the County Commission is authorized to execute Amendment #1 to the Spring Gardens Rehabilitation Agreement (CDBG Special Needs Rental Housing for the Elderly) with JCHA Housing and Development Corporation and any related loan documents. Spring Gardens I is an affordable housing development for low income households. The purpose of said Amendment #1 is to increase the budget by \$45,000.00 to \$225,000.00. Only federal funds are involved.

FIRST AMENDMENT
TO THE
SPRING GARDENS REHABILITATION AGREEMENT
(CDBG SPECIAL NEEDS RENTAL HOUSING FOR THE ELDERLY)

THIS FIRST AMENDMENT TO THE SPRING GARDENS REHABILITATION AGREEMENT (CDBG SPECIAL NEEDS RENTAL HOUSING FOR THE ELDERLY) (this "Amendment") effective as of the 27th day of June, 2012, is made by and among JEFFERSON COUNTY, ALABAMA, a body politic ("County"), and JCHA HOUSING AND DEVELOPMENT CORPORATION ("Owner/Developer").

WHEREAS, County and Owner/Developer entered into that certain Spring Gardens Rehabilitation Agreement (CDBG Special Needs Rental Housing for the Elderly) dated May 22, 2012 and found at Jefferson County Minute Book 163 Page 221 (the "Agreement"), relative to the development of a special needs rental housing project for the elderly to be located at 201 Spring Gardens Road, Birmingham, Alabama 35217 and know as Phase I of Spring Gardens ("Project"); and

NOW THEREFORE, in consideration of the foregoing, those agreements outlined herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree, consent and promise as follows:

1. The second and third sentences of the third paragraph of the Recitals shall be revised to read as follows:

Jefferson County shall utilize CDBG Program funds up to a maximum of Two Hundred Twenty-Five Thousand and 00/100 Dollars (\$225,000.00) (the "Loan"). These funds shall be provided in the form of a future advance mortgage loan of up to Two Hundred Twenty-Five Thousand and 00/100 Dollars (\$225,000.00) which shall bear an annual interest rate of one percent (1 %).

2. The first sentence of Section D. Loan Terms shall be revised as follows:

The loan shall provide up to a total of Two Hundred Twenty-Five Thousand and 00/100 Dollars (\$225,000.00) of CDBG funds for eligible rehabilitation and related costs.

3. The second sentence of the third paragraph of Section D. Loan Terms shall be revised as follows:

The Loan Documents shall include a loan agreement; a promissory note in the amount of Two Hundred Twenty-Five Thousand and 00/100 Dollars (\$225,000.00) bearing interest at a one percent (1%) annual rate and amortized over a fifteen (15) year period with quarterly payments beginning January 1, 2013; a first mortgage(s), security agreement and assignment of rents and leases in favor of the County in the amount of Two Hundred Twenty-Five Thousand and 00/100 Dollars (\$225,000.00) providing security interest in the Property; and other documents as required by the County.

4. Section E. Project Budget/Sources and Uses shall be revised as follows:

Development Costs:

Rehabilitation	\$344,950.00
Professional Services/Closing Costs/Legal Fees	\$ 8,000.00
Development Fee (7%)	\$ 23,000.00
TOTAL FUNDS	\$375,950.00

SOURCES OF FUNDS:

BUDGET AMOUNT

Jefferson County CDBG Funds	\$225,000.00
JAHF Funds	\$150,950.00

TOTAL SOURCES \$375,950.00

USES OF FUNDS:

Rehabilitation \$344,950.00
Professional Services/Closing Costs/Legal Fees \$ 8,000.00
Development Fee (7%) \$ 23,000.00
TOTAL FUNDS \$375,950.00

5. Except as expressly amended hereby, this Agreement shall continue to be in full force and effect.
6. This Amendment may be executed in several counterparts, each which shall be deemed an original but all of which shall constitute only one agreement. This Agreement may be exchanged via facsimile of signature pages executed by the parties hereto.

IN WITNESS WHEREOF, County and Owner/Developer have executed this Amendment effective as of the day and year first written above.

ATTEST: JEFFERSON COUNTY, ALABAMA ("County")
W.D. Carrington, President, Jefferson County Commission
ATTEST: Jefferson County Housing & Development Corporation ("Owner/Developer")
Jane Bailey, President

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

Jul-17-2012-539

WHEREAS, Steve Taylor, DBA as Zaxby's executed a mortgage for a \$350,000.00 EDA/CDBG loan on January 19, 2010; and
WHEREAS, a Partial Release of Mortgage for two (2) of the then (10) properties pledged as collateral is requested; and
WHEREAS, the reduction in principal is more than adequate to secure Jefferson County's position;
WHEREAS, the properties are identified as follows:

Lots Three (3) Block "B", Section Two, Garrett Pines Subdivision in Muscogee County, Georgia.
Lots Twenty-Two (22) Block "C", Section Four, Winchester Subdivision in Muscogee County, Georgia.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the Partial Satisfaction of Recorded Mortgages for the above referenced lots be executed by the Commission President.

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

Jul-17-2012-540

WHEREAS, Jefferson County authorized in its year 2011 Annual Plan the use of a portion of its annual grant for Housing Rehabilitation Activities pursuant to 24 CFR 570 of the CDBG regulations; and

WHEREAS, said Annual Plans authorize the funding of the Emergency Home Repair Grant Program initiatives allowable as part of its Housing Rehabilitation Activities; and

WHEREAS, Vista Roofing and Restoration was selected through the competitive bid process to provide roofing replacement in support of Jefferson County's Emergency Home Repair Programs; and

WHEREAS, an additional \$100,000.00 in CDBG funds is required to carry out this activity.

NOW, THEREFORE BE IT RESOLVED by the Jefferson County Commission that Amendment #2 to the Agreement between Jefferson County and Vista Roofing and Restoration in the amount of \$100,000.00, to be paid for with CDBG Funds, is hereby approved and the Commission President is authorized to sign said Agreement.

AMENDMENT TO CONTRACT #2

This is an Amendment to the Contract by and Between Jefferson County, Alabama through the Department of Community & Economic Development, hereinafter called "the County". and VISTA Roofing and Restoration, hereinafter called "the Contractor" for grant allocation PY2011. The effective date of this agreement shall be July 2, 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 May 24, 2012 in Minute Book 161, Page 544-545, is hereby amended as follows:

The purpose of this Modification is to amend ARTICLE 2 to increase the amount paid under the contract for an amount not to exceed \$400,000.00.

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

JEFFERSON COUNTY, AL

W. D. Carrington, President

Jefferson County Commission

GURSAT OTUCU

D/B/A VISTA ROOFING & RESTORATION

_____, President

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

Jul-17-2012-541

WHEREAS, Jefferson County Department of Community & Economic Development utilized small purchase procedures for the procurement of an air condition unit and installation for the Vestavia Hills Senior Center Project (CDBG11-03A-M5-VSC); and

WHEREAS, quotes received for the purchase are as follows:

Contractor	Quote
1. Aire Serv Over the Mountain	\$16,802.50 (plus tax)
2. Trinity Contractors	\$21,000.00
3. Sentry Heating, Air Conditioning, Plumbing & Generators	\$14,550.00
4. Brown Heating and Cooling	\$19,990.00

NOW THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, and hereby is authorized, empowered and directed to execute a contract for the purchase and installation of an air condition unit for the Vestavia Hills Senior Center Project (CDBG11-03A-M5-VSC) to Sentry Heating, Air Conditioning, Plumbing and Generators for the total amount of FOURTEEN THOUSAND FIVE HUNDRED FIFTY and 00/100 Dollars (\$14,550.00). This project will be funded with federal Community Development Block Grant Funds and the City of Vestavia Hills. This project is from the Program Year 2011.

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

Jul-17-2012-542

A RESOLUTION IDENTIFYING SURPLUS COUNTY EQUIPMENT AND
AUTHORIZING THE DISPOSAL OF SAID EQUIPMENT VIA SALE TO SCRAP YARD

WHEREAS, the County Fleet Manager has determined the following list of retired rolling stock and/ or miscellaneous equipment to be surplus, all salvageable parts have been used, and of no further use to the County.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the following County assets are hereby declared to be surplus property removed from the fixed assets inventory and disposed of via sale to a local scrap yard.

VEHICLE#	ASSET NO	DESCRIPTION
A001592	160000001235/002608	SEDAN 4 DR IMPALA 00
A036023	020082	SEDAN 4 DR C V GIN 03
A066034	060600	SUV AT4 EXPEDITION 06
A066041	060587	SEDAN 4 DR C V GIN 06

A076041 1600005069 SEDAN 4 DR CHARGER G/W 07
 A996023 990632 SEDAN 4 DR LUMINA 99

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

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

Jul-17-2012-543

RESOLUTION IDENTIFYING SURPLUS COUNTY EQUIPMENT AND
 AUTHORIZING THE DISPOSAL OF SAID EQUIPMENT VIA INTERNET AUCTION, GOVDEALS.COM

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

WHEREAS, the County Purchasing Agent has received various other County assets retired from user departments.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the following list of County assets is hereby declared surplus property, removed from the fixed assets inventory and disposed of via GOV DEALS.

VEHICLE#	ASSET-NO	DESCRIPTION
A016001		SEDAN 4 DR IMPALA 01
A023206	020813	VAN PASS 7 CARGO
A956101	A956008	SEDAN 4 DR C V 95
A966026	960810	SEDAN 4 DR C V G/W 96
A966056	960829	SEDAN 4 DR C V G/W 96
A976007	970381	SEDAN 4 DR TAURUS 97
A976020	970379	SEDAN 4 DR TAURUS 97
A976028	970400	SEDAN 4 DR TAURUS 97
A976035	970375	SEDAN 4 DR TAURUS 97
A976086	971484	SEDAN 4 DR C V G/W 97
A986002		SEDAN 4 DR C V 98
A986010	981750	SUV AT4 CHEROKEE 98
8981409	981126	PU 6K 4X4 1500 98
C983118	981457	TRUCK 10K CC SVS 3500 98
C983203	981229	VAN CARGO 98
D903220	D903220	TRUCK S SEWER JET C7D042

90

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

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

Jul-17-2012-544

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

Recommended by: E. Wayne Sullivan, P.E. Director/County Engineer
 Department: Roads & Transportation
 Date: June 25, 2012

Purpose: Pay Alabama Department of Transportation
80% of Refund for three (3) Mobile Homes Jefferson County sold on the Morgan Rd. Project -
No. STPBH-7002(600) Tracts 29.001O (\$1,600) – 29.002O (\$2,120) and 66 (\$400)
for a Total of \$4,120.00 – Refund to ALDOT Agent - Alan Dodd
Price: \$4,120.00
Pay to the order of: Alabama Department of Transportation
Mailing Address: 1409 Coliseum Blvd.
Montgomery, AL 36130-2602

Fund # 4022000000
Bus. Area # 5100
GL Object -# 515710
Fund Center -# 5100000000
WBS #C.961.D
Functional Area – THR0
Check Delivery Code: #84

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

Jul-17-2012-545

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 1 to the agreement with DLT Solutions, LLC to provide AUTOCAD 2012 subscription for the period May 8, 2012 - May 7, 2013 in the amount of \$3,420.16.

CONTRACT NO.: 00003912

Contract Amendment No. I

This Amendment to Contract entered into the 16th day of May, 2012, between Jefferson County, Alabama, hereinafter referred to as "the County, and DLT Solutions, LLC hereinafter referred to as the "Contractor" to provide Auto CAD 2012 Subscription.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

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

This contract amendment results from Jefferson County's request for AutoCAD 2012 Subscription. The original contract between the parties referenced above, was approved by the Commission on August 9, 2011, recorded in MB 162, Page(s) 99-101.

Item 3. Amend Term of Contract: May 8, 2012 through May 7, 2013

The terms and conditions of DLT Solutions, LLC Quote No. 4169912, dated May 16, 2012, is incorporated herein by reference and attached hereto.

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

WITNESS:

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

WITNESS:

DLT SOLUTIONS, LLC

Jim Helou, Sr. Vice President

Autodesk Team, Authorized Representative

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

Jul-17-2012-546

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that upon the recommendation of the Director of Roads and

Transportation, the President of the Commission is hereby authorized to execute the attached Warrior River Road Right of Way Deed - Agreement between Alabama Power Company, Jefferson County, Alabama and The Jefferson County Board of Education. In acquiring right of way on Warrior River Road @ McClain Road for the new Concord Elementary School Project for Jefferson County Board of Education, Alabama Power Company (APCO) submitted this Deed to be approved by the County. The Board of Education has approved and signed this easement.

THIS INDENTURE is made and entered into by and between Alabama Power Company, a corporation, (the "Grantor"), and Jefferson County, Alabama, (the "Grantee"), and The Jefferson County Board of Education, (the "Board").

W I T N E S S E T H:

WHEREAS, Grantor has acquired and owns certain lands and interest in lands located on Warrior River Road in the Northeast Quarter of the Northwest Quarter (NE ¼ of NW ¼) of Section 16 and the Southeast Quarter of the Southwest Quarter (SE ¼ of SW ¼) of Section 09, Township 18 South, Range 05 West, Jefferson County, Alabama, commonly referred to as Concord DS; and

WHEREAS, the Board desires to construct New Concord Elementary School (the "School") near said land owned by Grantor; and

WHEREAS, the Board desires to acquire from Grantor a permanent roadway easement for Grantee ("Easement") under, upon, over, through, and across portions of the lands and property owned by the Grantor in anticipation of the construction of the School by the Board; and

WHEREAS, Grantor is willing to grant to Grantee the Easement for the benefit of the Board for such purposes upon the terms and conditions stated herein:

NOW, THEREFORE, for and in consideration of the premises and of the covenants and agreements of Grantee as hereinafter set out, and in further consideration of the sum of One and No/100 Dollars (\$1.00) in hand paid to Grantor by Grantee, the receipt of which is hereby acknowledged, Grantor does hereby grant unto Grantee, its successors and assigns to the extent of its interest, subject to the terms, conditions, reservations and limitations, all as hereinafter set forth, a permanent roadway easement in Jefferson County, Alabama, over and across the following described lands:

Commence at the SE corner of the SW ¼ of Section 9, Township 18 South, Range 5 West; and run Northerly along the East line of said quarter section a distance of 28.38 feet; thence turn 90° to the left and run Westerly a distance of 936.27 feet to the centerline of Warrior River Road; thence turn 176°44'43" to the left and run Easterly a distance of 143.01 feet; thence turn right 9°05'06" and run Easterly a distance of 253 feet, more or less, to a Southerly extension of Grantor's Westerly property line and a Point of Beginning of a Right of Way of variable widths being bounded on the Southerly side by the existing Right of Way of Warrior River Road and bounded on the Northerly side by a line lying 45 feet Northerly of and parallel to the following described line; thence continue along last described course in an Easterly direction a distance of 202 feet, more or less, to an intersection with a Southerly extension of Grantor's Easterly property line and the end of this Right of Way.

All of said Right-of-Way lies in the NW ¼ of Section 16 and the SW ¼ of Section 9 all being in Township 18, South Range 5 West and the Right of Way contains 0.10 acres, more or less.

This agreement is subject to the following terms and conditions:

1. The easement herein granted is made subject to all easements and rights of way for roads or other public utilities, which are now located on the easement area herein granted, and there are excepted from this grant the facilities, lines and appurtenances attached thereto.
2. The allowed road shall be constructed, operated and maintained in accordance with the adopted procedure of well-regulated business and undertakings of the same or similar kind, and in such manner as not to be in conflict with, or cause the facilities of the Grantor or its successors, lessees and assigns to be in conflict with, (a) the specifications of the National Electric Safety Code, the amendments to and revisions thereof in effect from time to time, or hereafter prescribed, (b) nor any law, regulations or ordinances of any federal, state or local government, or of any regulatory agency, having jurisdiction with respect to such facilities. At any time such specifications are not being met because of the construction, maintenance and/or presence and/or removal of said road, then Grantee shall within thirty (30) days after notice that such specifications are not being met, proceed to revise, alter or remove said road in accordance with such specifications.
3. The Grantor reserves unto itself, its successors and assigns, the right to construct, operate and maintain on the easement herein granted by it to Grantee, lines and poles and towers and appliances necessary therewith for the transmission of electric power as may become necessary or desirable in the future and the right to permit other corporations and persons to attach wires to said poles and towers. Such use will, however, be in accordance with the provisions of the State of Alabama Highway Department Standards for Accommodating utilities on Highway Rights of Way.
4. Grantor is not responsible for, and the Board hereby releases Grantor from any claim, loss, damage, expense, and liability suffered by the Board and/or Grantee resulting from or arising out of the construction, maintenance, use or presence of the road except any such claim, loss, damage, expense, or liability caused by Grantor's negligence.
5. Grantor specifically reserves unto itself the right of ingress and egress to and from its facilities at all times, and should Grantee's road as constructed hinder or interfere with Grantor's ingress or egress for the proper construction, operation and maintenance of its structures and

installations, then Grantee, upon receipt of notice from Grantor, shall immediately proceed to make the necessary provisions to eliminate such hindrance or interference.

6. It is further understood and agreed that the Board shall fully reimburse Grantor for the cost of relocating any of its facilities necessitated by the easement herein granted.

7. In the event that during construction, operation, maintenance and/or removal of the road herein authorized to be built on said easement there occur any damages to Grantor's facilities, the Board shall reimburse Grantor the cost of repairing or relocating such facilities, including anchor and guy work necessary for operation of such facilities along said road.

8. Board shall use extreme caution in operating machinery and equipment across said easement in order to assure adequate clearance between the machinery and the dangerous electric high voltage conductors at the site, if any.

9. Upon completion of Grantee's road, Board shall, at its expense, remove or cause to be removed all equipment used and all debris and refuse resulting from the construction of its road and shall leave the area in a condition satisfactory to Grantor.

10. The easement provided for herein is for a permanent public road and the uses set forth herein only, and should said easement be abandoned or cease to be used for such purposes, this indenture is then to be held null and void forthwith, and all rights, title and interest granted hereby shall without notice revert to and become property of Grantor's, its successors and assigns.

THIS AGREEMENT shall inure to and be binding upon the respective successors, lessees and assigns of the parties hereto.

TO HAVE AND TO HOLD unto the Grantee, its successors and assigns, forever subject to the reservation and conditions herein stated.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed on the day and year first above written.

GRANTOR:

ALABAMA POWER COMPANY

_____, Land Manager

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President - Jefferson County Commission

THE BOARD:

THE JEFFERSON COUNTY BOARD OF EDUCATION

Jennifer Parsons, President

Attest

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

Jul-17-2012-547

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Advertising Agreement between Jefferson County, Alabama, d/b/a Jefferson County Office of Senior Citizen Services and Blue Line Media, LLC to provide advertisement for the SMP grant, to expend funds in the amount of \$11,000.

ADVERTISING AGREEMENT

Effective Date: 06-18-12

Client: Jefferson County ("Client")

Agency : N/A ("Agency", and collectively with Client, "Advertiser")

Services: Blue Line Media LLC ("BLM") shall install and maintain Advertiser-prepared artwork (the "Posters") on, and provide, (i) the Medium(ia) for (ii) the Units in (iii) the Markets) for (iv) the Term for (v) the Net Total (as (i) - (v) are defined by their respective column entries) on the terms and conditions set forth herein and in the Exhibit of Media attached hereto and incorporated by reference into this Agreement as if fully set forth herein (the "Services").

Total Payment; Due Date: In exchange for the Services, Advertiser (i.e., Client and Agency) shall be jointly and severally liable to pay a total amount equal to the following sum of the Net Costs ("Total Payment"): \$11,000.00 (see attached Exhibit of Media - on file in the Minute Clerk's office)

Conditions to Performance: BLM's performance under this Agreement is conditioned upon (i) availability of all the Medium(ia) Units and consent by their owners) or its/their exclusive agents) to use thereof- (ii) approval of artwork by such owner(s), its/their exclusive agents) and/or BLM, (iii) the "Additional Conditions" in the Exhibit of Media and (iv) full and proper payment.

Collection: Advertiser shall pay (i) 10% per annum interest on any overdue balance on the Total Payment or judgment entered thereon, and (ii) all collection and legal fees- including but not limited to costs, expenses, collectors' fees, and attorneys' fees, incurred to (x) collect

such balance, (y) obtain any judgment thereon, and/or (z) collect on such judgment, including, in each case, any interest accrued on such balance or judgment.

Installation: Term's Extension: BLM shall install the Posters) on the Medium(ia) before the Term's start date, or within five business days thereafter, in which case each Poster's Term shall be extended by a duration equal to the difference between the Term's start date and the respective installation completion date.

Unavailable Medium(ia) Units: Any delay or failure by BLM to perform hereunder as a result of (i) the lack of availability of any or all the Medium(ia) Units, for the entire Term or any portion thereof, for any reason, (ii) force majeure, (iii) labor dispute, (iv) law, (v) government action or order, or (vi) similar causes, will not constitute a breach of this Agreement. Rather, if any or all the Medium(ia) Units are not available for the entire Term or any portion thereof, BLM will offer to Advertiser a medium(ia), and units thereof, of approximately equal advertising value, which will be subject to the prompt, reasonable approval of Advertiser. If Advertiser does not approve such offer, (i) BLM may terminate this Agreement, (ii) the Total Payment shall not include that portion attributable to the Medium(ia) Units that are not available for the entire Term or any portion thereof and (iii) BLM shall pay Advertiser a sum equal to the non-cancelable cost necessarily incurred by Advertiser prior to the termination date hereof for production and delivery of the Posters for the Medium(ia) Units that are not available for the entire Term.

Representation: Agency executes, and represents and warrants to FILM that it is authorized to execute, this Agreement on behalf of Client and on behalf of itself.

Waivers: Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

Risk of Loss: Advertiser bears the risk of loss for Advertiser's materials and for all deliverables or other data which is in the possession, or used by, Advertiser in its performance, until possession, ownership and full legal title to such property is transferred to and accepted by BLM.

Art Use Advertiser permits BLM to promote its business in any manner using Advertiser's name, electronic/printed artwork and pictures of artwork on the Medium(a).

Invalidation of Delegation and Assignment: No party may delegate any of its duties or assign any of its rights under this Agreement, voluntarily or involuntarily whether by merger, consolidation, dissolution, operation of law or any other manner without the written consent of the other party Any purported delegation of duties or assignment of rights in violation of this Agreement is void.

Entire Agreement: This Agreement and the exhibits attached hereto contain the parties' entire agreement regarding this Agreement's subject matter, and supersede all prior negotiations, agreements and understandings with respect thereto, and may only be amended by a written document duly executed by all parties.

Binding Effect: This Agreement binds and inures to the benefit of the parties' successors and assigns

Counterparts: This Agreement may be executed in counterparts, each of which constitutes an original, and all of which together constitute a single document. Facsimile signatures are valid to bind all parties hereto.

Severability: The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

BLUE LI MEDIA, LLC

Danny Pouladian, Lead Media Rep.

CLIENT and AGENCY (if applicable), each of

Jefferson County

W. D. Carrington, President - Jefferson County Commission

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

Jul-17-2012-548

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a lease agreement between Jefferson County, Alabama and MailFinance for rental of postage meter and maintenance for the period of thirty six months at a cost of \$140 per month.

MailFinance Lease Agreement

For use with all Neopost Products

Section (A) Billing Information

Office of Senior Citizens Activities

Section (B) Installation Information (if different from billing information)

Office of Senior Citizens Activities

Mailing Address	2601 Highland Ave S	Installation Address	2601 Highland Ave S
City State Zip+4	Birmingham AL 35205	City State Zip+4	Birmingham AL 35205
County		County	
Contact Name		Contact Name -	
Email Address		Email Address	
Phone Number	(205) 214-4030	Phone Number	(205) 214-4030
Fax Number		Fax Number	
Purchase Order #		Main Post Office	Zip+4
Tax Exempt? (Exemption Certificate is required if Yes)		Use my existing POC Account Number	

Section (C) Products

Quantity	Model I Part Number	Description
1	IS350BWP5	IS-350 Base w/ 51b. Built-In Weigh Platform, Moistener & Differential Weighing

Section (F) Services (check all that apply)

Neopost Meter/ Postage Meter Rental
 neoFunds Postage Management
 Download now, Pay later" options for commercial postage

Section (D) Payment Information

Number of	Monthly Payment (Plus	Billing frequency
Months	applicable taxes)	
36	\$140.00	Quarterly

Online Advantage
 MyNeopost online postage account and postage usage monitoring
 Ink cartridge re-order email alerts, remote diagnostics and software checks

Online Postal Rates iMeter App
 Automatic electronic USPS Postal Rates & Fees
 Online Postal Expense Management Water App
 Online reporting to monitor, track and control postage expenditures
 Online USPS® E-Services iMeter App
 Discounted electronic Confirmation Services

Section (E) ACH Direct Debit (for lease payments only)

Online delivery tracking and delivery status email updates
 Online E-Services with Electronic Return Receipt iMeter App
 USPS eServices with electronic signature proof of receipt
 Rate Change Protection Contract (for external scales only)
 Software Care/Software Advantage (for shipping & accounting applications)

Section (G) Approval

This document consists of a Product Lease ("Lease") with MailFinance Inc.; and/or a Postage Meter Rental Agreement ("Rental Agreement") and an Online Services and Software Agreement with Neopost USA Inc.; and a neoFunds Account Agreement with Mailroom Finance, Inc. Your signature constitutes an offer to enter into the Lease and, if applicable, the other agreements, and acknowledges that you have received, read, and agree to all applicable terms and conditions (versions D-03-11), which are also available at <http://www.neopostinc.com/terms/Dealer-Lease-03-1 1.pdf>, and that you are authorized to sign the agreements on behalf of the customer identified above. The applicable agreements will become binding on the companies identified above only after an authorized individual accepts your offer by signing below, or when the equipment is shipped to you.

W.D. Carrington, President - Jefferson County Commission

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

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

Jul-17-2012-549

WHEREAS, the polling location at Birmingham Fire Station #17 Wylam - Precinct 5508, located at 700 Lexington Street,

Birmingham, Alabama 35244 does not have the space, parking, handicapped parking and heating and air conditioning to accommodate voters; and

WHEREAS, Faith Chapel Christian Center located at 100 Lexington Street, Birmingham, Alabama 35244 has ample facilities including heating and air conditioning and parking area to accommodate voters; and

WHEREAS; the distance between the locations is less than one mile.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request from the Board of Registrars to move the Birmingham Fire Station #17 Wylam polling location to Faith Chapel Christian Center, 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, Brown and Carrington.

Jul-17-2012-550

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the District Attorney of Jefferson County and the Attorney General of the State of Alabama are hereby requested to thoroughly investigate the allegations by State Representative John Rogers, Attorney Emory Anthony and others that the Jefferson County Commission stole more than \$500 million from the County's Indigent Care Fund.

Due to the nature of these allegations, as well as the ongoing financial shortfalls at Cooper Green Mercy Hospital, the Commission requests that a thorough investigation of the allegations by Representative Rogers and other be initiated and completed expeditiously.

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

New Business Item: Agreement with Jefferson County 911 Emergency Communications District, Inc. establishing membership in the Jefferson County Regional Purchasing Cooperative was pulled from the agenda.

Jul-17-2012-551

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the members of the Jefferson County Legislative Delegation request the Chief Examiner of the Alabama Department of Examiners of Public Accounts to conduct a financial audit of the County's Indigent Care Fund pursuant to § 41-5-14(a), Alabama Code, for the purpose of determining whether any public monies therein have been misused, misappropriated or misplaced.

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

Jul-17-2012-552

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Roads & Transportation be granted permission to temporarily close 15th Street Road at the request of Cliffs Natural Resources (Oak Grove Mine) to make repairs to their over land belt conveyor beginning July 28, 2012 at 12:01 a.m. until 12:00 midnight, July 28, 2012.

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

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

The following resolution was placed at the end of the Minutes due to changes in the agreement.

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized to execute the following agreement between Jefferson County, Alabama and Donald H. Marks, M.D. to provide physician services for the period January 1, 2012 - September 30, 2012 in the amount of \$149,637.78.

PHYSICIAN AGREEMENT

THIS PHYSICIAN AGREEMENT entered into by and between Jefferson County Commission d/b/a Cooper Green Mercy Hospital, hereinafter referred to as "The Hospital" and Donald H. Marks, M.D., hereinafter referred to as "The Contractor", and is hereby effective on January 1, 2012.

WHEREAS, the County operates Cooper Green Mercy Hospital and several outpatient clinics in Jefferson County, Alabama (hereinafter called "Clinics") to serve the medical needs of all patients in need of medical care in Jefferson County;

WHEREAS, the County contracts with physicians to staff the Hospital and Clinics; and

WHEREAS, the Physician desires to enter into an independent contractor agreement with the County to provide medical services for Hospital.

NOW THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound hereby, the Parties hereto agree as follows:

Section 1. INDEPENDENT CONTRACTOR

The County hereby contracts the Physician to provide clinical and/or research services at the Hospital and Clinics to all patient including Correctional Medical Services (CMS) patients (See Exhibit A). Physician hereby accepts such contractor status upon the terms and conditions set forth and represents that he is not a party to any agreement, written or oral, that would impair or prevent his performance pursuant to this agreement. Physician represents he understands he is not an employee of County or Hospital and is responsible for paying taxes on the contract payments and is not entitled to any other benefits other than the contract payments.

Section 2. TERMS

A. The Physician's contract commencement date, pursuant to this agreement shall be on or about January 1, 2012 and shall continue until September 30, 2012, unless terminated sooner as provided in Section 13 hereof.

B. This agreement shall be extended for no more than three (3) successive one (1) year terms, unless either party exercises the rights under this agreement to terminate these services. This termination of agreement shall require written notice to the other part- of the intent not to renew for the additional one year term no later than ninety (90) days prior to the end of the current term.

Section 3. PROVISION OF SERVICES BY PHYSICIANS

A. the Physician is hereby contracted to provide clinical service in the hepatitis clinics to patients at the Hospital and/or Clinics. In addition, Physician shall provide clinical research at Hospital. No patient shall be rejected as a patient due to race, sex, age, color, religion, creed, national origin, or inability to pay unless the Physician does not possess the requisite skills to diagnose or treat the patient or the patient has refused to participate in the plan of care recommended by Physician.

B. The Physician's responsibility to the Hospital shall include providing clinical services to all patients including the duties outlined on Exhibit A for Correctional Medical Services, Inc. (CMS). Physician will devote his business time and attention and his best efforts, skills, and ability to his position with the Hospital. However, the Physician shall be permitted to perform medical expert consultation and other personal matters not associated with the duties and responsibilities under this agreement.

C. The Physician shall spend such time as is necessary to attend to patients, perform the administrative duties hereunder, and fulfill medical staff obligations required as a result of the Physician's appointment to the Medical Staff of Cooper Green Mercy Hospital.

D. While this agreement is in effect, the Physician shall cooperate with Hospital in the administration of hepatitis care in the Clinics.

E. The Physician shall make any and all decisions pertaining or related to the practice of medicine and the care and treatment of patients. The Physician will make arrangements with the Hospital at least seven (7) days in advance of any scheduled days Physician will not be present in the Hospital and/or Clinics.

F. Notwithstanding any provision hereof the contrary, the Physician shall perform all services with respect to the diagnosis and treatment of patients in such matter as the Physician, in the independent exercise of his medical judgment, deems to be in the best interests of the patient.

G. The Physician shall complete accurate and up-to-date medical records, charts and reports for all patients treated by the Physician including communicating directly with personnel from CMS on matters involving their patients in accordance with the Hospital rules and procedures. In addition, the Physician shall comply with applicable laws and regulations concerning confidentiality of medical records and medical information. The Hospital shall make patient charts, medical records, and other patient information regarding patient visits, treatment and condition available to the Physician at all reasonable time to enhance and expedite the performance of this agreement.

Section 4. RESEARCH ACTIVITIES

A. The Hospital shall furnish necessary space to accommodate clinical services, as well as space for the clinical research projects.

B. The Physician will conduct research exclusively at Hospital (except as noted below) and/or clinics and seek independent funding through grants and contract through the Physician's private company, Cognitive Engineering, LLC ("Company"). The Physician will collaborate with other academic and private institutions where the Physician has a Research Association.

C. Physician agrees to pay Hospital from grants and contracts received by the Company the sums of:

- 1) 20% of grants and/or contracts awarded to Company, as an institutional overhead; and
- 2) 1% royalty from gross sales by the Company

This agreement to pay the Hospital from grants and contract shall survive termination of this agreement provided the grant and/or contract were approved during the term of this agreement.

D. Although the Hospital will not own any intellectual property developed by the Physician or Cognitive Engineering, LLC agrees to transfer 5 % ownership interest of the Company to the Cooper Green Mercy Hospital foundation, to be vested as 1 % per year for each five (5) consecutive years of the contract at Cooper Green Mercy Hospital, up to a total of 5 %.

E. The Physician shall be permitted access to medical records and patients as directed by the Institutional Review Board.

Section 5. PROFESSIONAL LIABILITY INSURANCE

The Physician shall maintain a professional liability insurance coverage with limits of no less than one million dollar for each loss and three millions in annual aggregate and provide evidence of such coverage to the Hospital. The Hospital agrees to reimburse the Physician for the premiums for such insurance coverage provided invoices indicating payment are submitted on timely and reasonable basis.

Section 6. COMPENSATION

A. The Hospital shall pay the Physician a monthly payment of Sixteen Thousand Six Hundred Twenty Six and 42/100 Dollars (\$16,626.42) for total payment of One Hundred Forty Nine Thousand Six Hundred Thirty Seven and 78/100 Dollars (\$149,637.78) which includes an additional amount for services to approximately twenty three (23) patients from CMS monthly.

B. The parties agree to the amount of payment is consistent with the fair market value of the services and is not determined in a manner that takes into account, directly or indirectly, the volume or value of any referrals as referring physician.

Section 7. BENEFITS

The Physician shall be entitled to no employee benefits.

Section 8. THIRD-PARTY REIMBURSEMENT PROGRAMS AND ASSIGNMENT AGREEMENTS

A) The Physician shall assign to the Hospital or its designees all rights the Physician may now or hereafter possess to bill and to receive income, payment, and/or reimbursement for any and all professional medical services rendered by him to patient of Hospital, including CMS, while this agreement is in effect. The Hospital shall determine the fees to be charged patients treated by Physician. The Physician shall cooperate with the Hospital billing personnel in providing information necessary for identification of services and procedures performed by the Physician, to facilitate prompt and accurate billing for services rendered by the Physician.

B) The Physician agrees that the Hospital shall act as Physician's Attorney-In-Fact for the purpose of negotiation and effectuating contractual issues with all third-party reimbursement programs, both public and private. The Physician also agrees to become an active participating provider as a result of this process, upon the condition that Hospital shall be responsible for all costs associated with Physician's becoming such an active participating provider. As used in this Agreement, the term "third-party reimbursement program" shall include, but not be limited to: the federal Medicare program, the Alabama Medicaid program and such other health maintenance organizations, preferred provider organizations, or private health insurance programs as the Hospital shall direct. The Physician may not terminate participation in any thirdparty reimbursement program or change or terminate any assignment of benefits or payments from such programs to the Hospital without the express written consent of the Hospital.

C) Under no circumstances shall the Physician bill any patient or any public or private third-party reimbursement program for any services for which the Physician has been compensated pursuant to this Agreement. Any violation of any provision of this Section by the Physician shall permit the Hospital, at its option, to terminate this Agreement immediately and all terms regarding termination shall apply.

Section 9. CONFIDENTIALITY OF INFORMATION AND RECORDS

The Physician shall not disclose information relating to the operations of the Hospital and/or Clinics to persons other than those providing accounting, financial, legal or other professional services to Physician or Hospital or such governmental programs with whom the Hospital has directed or authorized the Physician to deal, unless the Hospital shall have given written consent for the release of information kept in the normal operation of the Hospital and/or Clinical. Patient and other records connected with services provided by the Physician pursuant to this Agreement are and shall remain the property of the Hospital.

This Section 9 shall not be construed to preclude the release of medical information to consulting physicians, patient family members or other authorized persons that is routinely required of Physician in the normal course of patient treatment.

Section 10. MEDICAL STAFF APPOINTMENT AND CLINICAL PRIVILEGES

A) The Physician shall maintain medical staff appointment and clinical privileges at Cooper Green Mercy Hospital commensurate

with the services that shall be performed pursuant to this Agreement.

B) The Physician may be appointed to the medical staff of other hospitals or other health care facilities only with the express written consent of the Hospital.

Section 11. ASSIGNMENT

This agreement and the Physician's right and obligation hereunder may not be assigned by the Physician without the express written consent of the Hospital. The Hospital shall give the Physician notice of any assignment, transfer or other disposition of this Agreement within thirty (30) days following the occurrence thereof.

Section 12. MODIFICATIONS

This agreement may not be orally canceled, changed, modified or amended, and no cancellation, change, modification or amendment shall be effective or binding unless in writing and signed by both Parties to this Agreement.

Section 13. TERMINATION

A) Physician. The Physician shall have the right to terminate this Agreement:

1. Upon thirty (30) days prior written notice to the Hospital in the event the Hospital applies for or consents to the appointment of a receiver, trustee or liquidation of itself, or of all or a substantial part of its assets; files a voluntary petition in bankruptcy; admits in writing its inability to pay its debts as they become due; makes a general assignment for the benefit of creditors; files a petition or an answer seeking reorganization or rearrangement with creditors; or as a debtor invokes or takes advantage of provisions of any insolvency law, including without limitation any provision of the federal bankruptcy act or any amendment thereof; or if an order judgment or decree shall be entered by a court of competent jurisdiction, on the application of a creditor, adjudicating Hospital bankrupt or insolvent or approving a petition seeking reorganization of Hospital of all or a substantial part of its assets and that order, judgment or decree continues unstayed and in effect for a period of thirty (30) days; or

2. Upon thirty (30) days prior written notice if Hospital is in breach of any material provision of this Agreement, provided the Hospital has not cured such breach within said thirty (30) days following such notice (which shall set forth the material facts known at the time of such notice that support the claim that the Hospital is in breach).

B) Hospital. The Hospital shall have the right to terminate this Agreement:

1. Immediately, in the event (a) the Physician's license to practice medicine in the State of Alabama is terminated, revoked or not renewed for any reason; (b) the Physician is not or no longer qualifies as a "provider" under the Medicare or Medicaid programs (or any successor to either) or is excluded from such program; (c) the Physician Medical Staff membership at the Hospital is suspended, terminated or not renewed, for whatever reason; or (d) if Physician fails to maintain primary care privileges as the Cooper Green Mercy Hospital Medical Staff; or

2. Immediately in the event the Physician is convicted of a felony, or

3. Upon thirty (30) days prior written notice if the Physician is in breach of any material provision of the Agreement, provided the Physician has not cured such breach within thirty (30) days following such notice (which shall set forth the material facts known at the time of such notice that support the claim that the Physician is in breach).

C) Either Party. Either party shall have the right to terminate this Agreement:

1. Without cause, upon thirty (30) days written notice. This provision may be waived by mutual consent of the parties; or

2. Upon thirty (30) days written notice in the event of the disability of Physician.

D) Physician's Death or Disability. Upon the Physician's death or thirty (30) days following Physician's inability to provide services under this Agreement due to a disability, this Agreement shall become null and void and no further payment shall be due.

E. Effect of Termination

As of the date of termination of this Agreement, this Agreement shall be considered of no further force or effect whatsoever and each of the parties shall be relieved and discharged from their respective rights and obligations hereunder, except as for the rights and obligations of the parties under Section 6 pertaining to and limited to receipt of payment for services rendered prior to the effective termination date of this Agreement shall not be extinguished but shall continue in effect, unless the Agreement is terminated for cause by the Hospital pursuant to Section 13(B) of this Agreement.

Section 14. LIMITATIONS ON AUTHORITY: EXCLUSIVITY

A) Limitation on Authority.

Without the express written consent of the Hospital, the Physician shall have no apparent or implied authority to do any of the following acts:

1. Extend the credit of the Hospital or Clinics.

2. Bind the Hospital or the Clinics under any contract agreement, note, mortgage, or other obligation without the prior written consent of the Hospital.

3. Sell, mortgage, transfer, or otherwise dispose of any assets of the Hospital or Clinics.

B) Exclusivity Provision

Notwithstanding any other provision of this contract, while under the terms of this Agreement, the Physician shall not enter into an independent contract with any health maintenance organization, preferred provider organization, physician-hospital organization, hospital, health system, group medical practice, independent practice association, integrated delivery system, managed care organization or any other entity (except during the conduct of medical expert services, as set forth in Section 3B) unless the Hospital has consented in writing to that contractor arrangement, which consent may be withheld or granted by the Hospital within its complete discretion. The foregoing provision shall not prohibit the Physician from practicing medicine after the termination or expiration of this Agreement. The Hospital may enforce this provision by terminating this Agreement.

Section 15. STRICT PERFORMANCE

No failure by either Party to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement or to exercise a right or remedy shall constitute a waiver. No waiver of any breach shall affect or alter this Agreement which shall continue in full force and effect with respect to any other existing or subsequent breach.

Section 16. ENTIRE AGREEMENT

This Agreement represents the entire Agreement between the Hospital and the Physician with respect to the subject matter hereof. No change or addition to, or deletion of, any portion of this Agreement shall be valid or binding upon the Parties hereto unless the same is approved in writing by the Parties.

Section 17. INVALIDITY OR UNENFORCEABILITY OF PARTICULAR PROVISIONS

The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

Section 18. GOVERNING LAW

The parties agree that this contract is made and entered into 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 the laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County, Birmingham, Alabama.

Section 19. NO THIRD-PARTY RIGHTS

Nothing in this Agreement shall be construed as creating or giving rise to any rights in any third Parties or any person other than the Parties hereto, with the exception of the respective representatives and successors of the Parties hereto and assignees of the Hospital.

Section 20. CONSTRUCTION OF HEADINGS

The captions or heading are for convenience only and are not intended to limit or define the scope or effect of any provision of this Agreement.

Section 21. INDEMNITY AND RELEASE

A) Physician Indemnity and Release

The Physician hereby releases, acquits and forever discharge and indemnifies the Hospital, its successors and assignees, from any and all claims, demands, damages, actions, or causes of action, obligations, responsibilities, liabilities and debts of any nature whatsoever arising directly from any acts of fraud, dishonesty or misrepresentation by the Physician, including any billing in which the Physician was responsible for documenting the codes and services provided to the patient; notwithstanding the foregoing, the Physician does not release, acquit discharge or indemnify Hospital, or its successors or assignees, from any or all claims, demands, manages, action or causes of action, obligations, responsibilities, liabilities, and debts of any nature whatsoever arising from or in connection with any patient bill or statement which was inaccurately or inappropriately prepared and/or billed by the Hospital or its agents, independent contractor or representatives where the Physician had no opportunity to review and approve such statement or bill and he related medical chart or other patient information prior to such statement or bill being rendered.

B) Hospital Indemnity and Release

To the extent allowed by law. the Hospital hereby indemnifies, defends and holds the Physician harmless from and against all damages, losses, costs and expenses (including legal and other professional fees) incurred by the Physician in connection with any inaccurate or inappropriate patient bill or statement which was prepared by the Hospital or its agents. representatives or independent contractors where the Physician had no opportunity to review and approve such statement prior to such statement or bill being rendered.

Section 22. ATTORNEY'S FEES AND COSTS

Neither Party in any controversy, whether by suit or otherwise, involving the obligations of the Parties under this Agreement shall be entitled to reimbursement for reasonable attorney's fees and all costs and expenses incurred.

Section 23. NOTICES

All notices and other communication permitted or required under in connection with this Agreement shall be in writing, shall be delivered by hand or sent by next-day express courier or by certified mail, return receipt requested, to the appropriate party at the following

address:

If to the Physician Donald H. Marks, M.D. PhD
 9340 Helena Road
 Suite F-414
 Hoover, AL 35244

If to Hospital: Jefferson County Commission d/b/a
 Cooper Green Mercy Hospital
 1515 Sixth Avenue, South
 Birmingham, AL 35233
 Attn: Chief Executive Officer

Any of the names and addresses given above may be changed by notice given as provided herein. Notices delivered by hand shall be effective on the date of delivery if actually delivered to the person to whom the notice is addressed; otherwise, such notices shall be deemed effective on the second business day following hand delivery at the address of such party pursuant to this Section; notice sent by next day express courier shall be effective on the next business day following sending, and notices sent by certified mail, return receipt requested shall be effective on the fifth business day after placing such notice in the U.S. Mail, marked certified mail, return receipt requested, postage prepaid, addressed as set out in this Section; in all events without regard to whether any such hand delivered, next-day express courier, or certified mail notice is refused, unclaimed, or undelivered because of an un-communicated change of address.

Section 24. INUREMENT

This Agreement is binding upon and shall inure to the benefit of the Parties hereto, their heirs, personal representatives, successors and permitted assigns.

Section 25. COMPLIANCE

The Physician shall comply with the Hospital's Compliance plan and shall report any alleged violation to the Hospital's Corporate Compliance Officer.

Section 26. EXCLUSION FROM MEDICARE AND MEDICAID

The Physician warrants that he has not been excluded from any federal health care program (as defined in 42 U.S.C. S1320a-7b (f)) and is not currently under investigation or subject to any proceeding which could lead to his exclusion. The Physician agrees to notify the Hospital in writing of any investigation, proceeding or other action by a regulatory authority, which results in or could lead to the exclusion of the Physician from any federal health care program within fifteen (15) days after receiving notice of such.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

(Exhibits on file in the Minute Clerk's office)

Contractor
Donald H. Mark, M.D., PhD
Jefferson County Commission
W. D. Carrington, President

Cooper Green Mercy Hospital
Sandra Hullett, MD - CEO/Medical Director

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

Communication was read from Roads & Transportation recommended the following;

1. Fultondale Gas to install 10,955' of 4" gas main on Sutherland Road/Westwood Road/Elm Street in Mt. Olive.
2. AT&T Corporation to install 4,022' of buried cable at 1900 Colony Park Drive in Cahaba Heights.

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

Commission Carrington stated that an opinion from the County Attorney 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 Brown to convene an Executive Session today and again at approximately 1:00 p.m., Wednesday, July 18, 2012. Voting "Aye" Stephens, Brown, Carrington and Knight.

Commissioner Carrington stated that the Regular Commission Meeting will not reconvene, but that the meeting will be in recess.

The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 9:00 a.m., Tuesday, July 31, 2012.

President

ATTEST

Minute Clerk