

STATE OF ALABAMA)

JEFFERSON COUNTY) February 14, 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 1 - George F. Bowman
- District 2 - Sandra Little Brown
- District 4 - Joe Knight
- District 5 - David Carrington

Motion was made by Commissioner Bowman seconded by Commissioner Brown that the Minutes of January 24, 2012, be approved. Voting "Aye" Bowman, Brown, Carrington and Knight.

The Commission met in Work Session on February 7, 2012, and approved the following items to be placed on the February 14, 2012, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Items 53 through 61.
- Commissioner Brown, Community Service and Roads and Transportation Committee Items 68 through 87.
- Commissioner Carrington, Administrative Services Committee - Items 1 through 18.
- Commissioner Knight, Land Planning and Development Services, Emergency Management Agency, Board of Registrars and Courts, Inspection Services Committee Items 62 through 67.
- Commissioner Stephens, Finance & Information Technology Committee Items 19 through 52. One additional item was added under Purchasing.

Commissioner Carrington gave an update regarding Jefferson County's distribution to the Indenture Trustee.

Jefferson County Commission Zoning Hearing was heard at the beginning of the meeting. Zoning cases with Commission action are at the end of these Minutes.

Feb-14-2012-59

WHEREAS, Section 3.5 of the Solid Waste Management Lease between Jefferson County, Alabama and Santek Environmental Services of Alabama, LLC, dated January 1, 2008, calls for the County to annually provide the Lessee the name of the official who shall act as Contract Administrator for the year.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Tony Petelos, County Manager, is hereby designated as Contract Administrator for the Santek Lease for 2012 and is hereby authorized, to the extent allowed by law and County ordinance, to execute any documents relating to the performance of said lease, including applications for modifications and/or amendments to the Landfill Permits.

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

Feb-14-2012-60

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION to authorize the County Manager, with the written consent of three Commissioners, to reimburse travel expenses for a job applicant who is a finalist for a department manager or above position with Jefferson County.

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

Feb-14-2012-61

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Letter Agreement between Jefferson County, Alabama and EDPM, Inc. to allow EDPM's consumer reporting agency Quality Counts, Inc. to serve as a third party Consumer Reporting Agency in the provision of background screening services.

January 9, 2012

Mr. Tony Petelos
Chief Executive Officer
716 Richard Arrington, Jr. Blvd. N.
Birmingham, Alabama 35203

Dear Mr. Petelos:

In reference to Jefferson County contract ID: CON-00002868 with EDPM for the provision of employment background investigation services, EDPM seeks written approval from the Jefferson County Commission to allow our consumer reporting agency Quality Counts, Inc to serve as a third party Consumer Reporting Agency in the provision of background screening services in accordance with the Fair Credit Reporting Act (FCRA).

Section 5 of the contract states the following:

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

EDPM agrees to these terms and will still serve as the provider for all services in accordance with contract specifications.

By signing below, Jefferson County Commission approves the assignment of said services to EDPM's third party provider.

EDPM, Inc.

Jefferson County Commission

W. D. Carrington, President

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

Feb-14-2012-62

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Power of Attorney to Consultech Cost Control, Inc. which will allow them to represent the Jefferson County Commission in unemployment tax and benefit claim matters with the State of Alabama.

DEPARTMENT OF INDUSTRIAL RELATIONS
UNEMPLOYMENT COMPENSATION DIVISION
EXPERITNCE RATING SECTION, ROOM 427.5
MONTGOMERY, AL 36131
PHONE: (334) 242-8888/FAX (334) 242-2068
POWER OE ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

THAT Jefferson County Commission, ACCOUNT NO. 0213186800, a governmental entity, FEDERAL ID NO. _____ having its principle office at 716 Richard Arrington, Jr. Blvd., North, Birmingham, AL 35203, does hereby constitute and appoint Consultech Cost Control Corporation, Inc., P. O. Box 1180, Londonderry, NH 03053

Representative's Contact Name: Fiona Moran Telephone (800) 207-6926 its true and lawful attorney in lawful attorney in fact with full power and authority to represent the said governmental entity before the Alabama Unemployment Compensation Agency until further notice in the following matter(s), to wit:

(Check appropriate box)

- TAX ---- The filing of reports, payment of contributions, Cost Statements (quarterly),
(Limited) Tax, Rate Notices (annually), and any legal documents, i.e. assessments,
garnishments, etc., or obtaining other account information as is permissible,
(employer reporting data, tax rate information and liability dates).
- BENEFITS ---- Requests for separation, 1st notice of payment of benefits for charge purposes,

(Limited) employer's protest of benefit claims and information relative thereto.

[X] TAX AND BENEFITS ---- As described above in the first and second blocks.

(Limited)

[] TAX REPORTS ONLY --- The filing of quarterly reports and payment of contributions only.

(Limited)

This authorization cancels and supersedes all prior authorizations associated with the above action checked.

IN WITNESS WHERE OF, the said _____ has caused this instrument to be duly attested by the signature of its duly qualified officer this 14th day of February, 2012.

W. D. Carrington

Duly Qualified Officer

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

Feb-14-2012-63

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the ninety day period for sick leave conversion for Don M. Chambers, Environmental Services is hereby waived and sick leave is granted beginning February 11, 2012. All retirement paperwork has been submitted by employee.

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

Feb-14-2012-64

WHEREAS, Douglas Atkins, an employee of the Jefferson County Sheriff's Office request the waiver of the ninety (90) day notice requirement for Jefferson County sick leave conversion/retirement benefit program.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the ninety (90) day period for entrance to the Jefferson County sick leave conversion/retirement benefit program is hereby waived and sick leave is granted upon approval.

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

Feb-14-2012-65

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the General Retirement System take the following action:

Christopher Butts, Roads & Transportation was granted a military leave of absence from April 16, 2011 to December 27, 2012, and the amount of pension contributions due Christopher Butts is \$2,203.47 plus the County matching contributions of \$2,203.47 for a total of \$4,406.94.

Donald L. Whitsitt, Sheriff's Office was granted a military leave of absence from April 13, 2011 to October 1, 2011, and the amount of pension contributions due Donald L. Whitsitt is \$1,358.47 plus the County matching contributions of \$1,358.47 for a total of \$2,716.94.

Anthony D. Williams, Sheriff's Office was granted a military leave of absence from May 11, 2011 to September 24, 2011, and the amount of pension contributions due Anthony D. Williams is \$1,213.14 plus the County matching contributions of \$1,213.14 for a total of \$2,426.28.

David E. Floyd, Jr., Cooper Green Mercy Hospital was granted a military leave of absence from October 4, 2011 to January 3, 2012, and the amount of pension contributions due David E. Floyd, Jr. is \$974.18 plus the County matching contributions of \$974.18 for a total of \$1,948.36.

Jeremy Romine, Sheriff's Office was granted a military leave of absence from February 8, 2011 to May 30, 2011, and the amount of pension contributions due Jeremy Romine is \$866.22 plus the County matching contributions of \$866.22 for a total of \$1,732.44.

David E. Floyd, Jr., Cooper Green Mercy Hospital was granted a military leave of absence from July 21, 2011 to August 24, 2011, and the amount of pension contributions due David E. Floyd, Jr. is \$355.28 plus the County matching contributions of \$355.28 for a total of \$710.56.

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

Feb-14-2012-66

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute an Agreement between Jefferson County and Goodwyn, Mills and Cawood, Inc, in the amount of \$115,502.09. This agreement allows the County to be reimbursed 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.

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 \$25,490.37; the maximum payment for Phase II will not exceed \$51,777.31; and the maximum payment for Phase III will not exceed \$38,234.42.

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

Maximum Engineering Cost for Phase II (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
Jefferson County, Alabama
W. D. Carrington, President

WITNESS

ENGINEER:
Goodwyn, Mills and Cawood, Inc.
Keith Strickland, P.E.

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

Feb-14-2012-67

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute an Agreement between Jefferson County and Alabama Department of Transportation in the amount of \$916,678.83. This agreement allows the County to be reimbursed for 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.

REIMBURSABLE AGREEMENT
FOR RELOCATION OF UTILITY FACILITIES
ON PRIVATE OR PUBLIC RIGHT-OF-WAY
WORK TO BE PERFORMED BY STATE CONTRACTOR

_____ Private Right-of-Way	PROJECT NUMBER
X Public Right-of-Way	Utilities _____
	Construction APD-471 (523)

THIS AGREEMENT is entered into by and between the State of Alabama Department of Transportation acting by and through its Transportation Director, hereinafter referred to as the STATE, and Jefferson County Commission, Jefferson County, Alabama, hereinafter referred to as the UTILITY.

WITNESSETH:

WHEREAS, the STATE proposes a project of certain highway improvements in Jefferson County, Alabama, said project being designated as Project No. APD-471 (523) and consisting approximately of the following: Corridor X from I-65 to US 31, Grade, Drain, Base, Pave, Bridges, Lighting & Signing; and

WHEREAS, the UTILITY is the owner of certain facilities located on private or public right-of-way, as applicable, at places where they will interfere with the construction of said project unless said facilities are relocated; and

WHEREAS, the Transportation Director has determined that the relocation of the facilities hereinafter referred to is necessitated by the construction of said project and has requested or ordered, as applicable, the Utility to relocate same; and

WHEREAS, under the laws of Alabama, the STATE is required to compensate the UTILITY for all or part of such relocation;

NOW, THEREFORE, the parties hereto agree as follows:

1. The UTILITY, not being staffed or equipped to perform the relocation, requests that the relocation work be included in the State's Highway Construction Contract. The relocation of the facilities will be accomplished in accordance with and as shown by the UTILITY'S reproducible mylar plans, specifications, and estimate transmitted herewith and made a part hereof by reference. The estimated cost of the "In-Kind" relocation including engineering is \$916,678.83.

a. The actual cost of relocation will not be reimbursed to the UTILITY but will be paid directly to the STATE'S contractor by the STATE as a part of its contract.

b. In the event a Consultant Engineer acceptable to and approved by the STATE is utilized by the UTILITY, the actual cost of such Engineer under contract approved by the STATE will be reimbursed by the STATE to the UTILITY. If the UTILITY, with approval of the STATE, designs the relocation work with company employees, the STATE will reimburse the UTILITY for the actual cost of such design. Payment for actual cost in either instance will be made upon receipt and verification of appropriate invoices from the UTILITY

provided the actual cost is established by the records of the UTILITY when kept in accordance and in compliance with general accounting practices acceptable to the STATE and in compliance with Parts 30 and 31, Federal Acquisition Regulations.

The detailed cost estimate will be prepared on the State's Form U-10 or the UTILITY'S own form giving the same type of information. The estimated cost for Engineering required by the relocation of utility facilities is included in the total estimated cost of relocation set forth hereafter in this Agreement, and will be divided into three (3) phases: (a) Phase I - Concept; (b) Phase II - Design; and (c) Phase III - Construction. Each Phase of the Engineering work must be estimated and performed independently of the other. The three Engineering Phases will apply to work performed by the UTILITY'S Engineering Personnel and/or Consultant Engineers. The UTILITY will not proceed with any additional Phase of the required engineering work until it has received written notification from the STATE approving the completion of the previous Phase and written instruction to proceed with the next Phase.

The STATE has the right to notify the UTILITY, in writing, to cease Engineering work at any time it deems necessary. If so notified, the UTILITY shall cause all work to cease within four (4) working days and will invoice the STATE for the reimbursable work completed to date.

The STATE'S share of the engineering charges shall be limited to the "in-kind" work only.

c. If the relocation plan contains betterment, the foregoing blank will be checked. Two (2) estimates will be required, an "in-kind" and a "betterment" estimate. After opening of bids in accordance with 23 CFR 635 and applicable State law and prior to award of the State's Contract, the STATE will invoice the UTILITY for the low-bid Contractor's price for the betterment items. This invoice will be paid by the Utility prior to contract award, or the "betterment" items will be deleted from the contract and it may be awarded without betterment. At the completion of the project, a final accounting will be held. At this time any funds due the UTILITY will be returned or if funds are due the STATE, the UTILITY will be sent a Final Invoice for the amount due and the UTILITY will promptly pay such amount to the STATE.

The total actual cost of relocation, whether the facilities are on private or public right-of-way, shall be adjusted for betterment, if any, as defined and provided for in 23 CFR 645. Excluding betterment costs, the total estimated cost of relocation, including Engineering is \$916,678.83 . The total estimated cost including betterment is \$916,678.83.

If an adjustment for betterment is applicable, the STATE shall reimburse the UTILITY based on the percentage ratio of "in-kind" cost and "betterment" cost and being 100 percent of the total actual cost of relocation, as "in-kind", and the remaining 0 percent thereof shall be for the account of the UTILITY for betterment. If there are changes during construction and/or the actual construction cost percentage becomes substantially different from the construction estimate, the STATE reserves the right to recalculate the percentages at any time.

2. The UTILITY will conform to the provisions of the latest edition of the State of Alabama Department of Transportation Utility Manual, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. 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.

3. The UTILITY will conform to the provisions of the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD), latest edition, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such 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.

4. The UTILITY will be notified by the STATE Project Engineer, twenty-four (24) hours in advance of the commencement of the facility adjustment by the STATE Contractor. The State Project Engineer shall have final authority in all matters affecting the work of the State's Contractor. In the event the UTILITY has an Inspector on the project, such Inspector will not issue any instructions to the State's Contractor. All instructions to the State's Contractor with regard to the work provided for under this agreement will be issued by the State Project Engineer, after consultation with the UTILITY Inspector or Representative if found necessary by the State Project Engineer.

5. Code of Federal Regulations 23 CFR 645 is hereby made a part hereof by reference and will be conformed to by the UTILITY as the provisions thereof are applicable hereto.

6. 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.

7. Where the UTILITY has a compensable property interest in its existing location (herein referred to as private right-of-way) by reason of holding the fee, an easement or other property interest, evidence of such compensable property interest will be submitted to the STATE by the UTILITY for review and approval.

8. If the UTILITY is required to move all of its facilities from a portion of its private right-of-way, upon completion of the relocation provided for herein, the UTILITY will convey to the STATE by Quitclaim Deed the portion of its private right-of-way located within the right-of-way limits of the above referenced project.

9. In the event the UTILITY is required to relocate any of its facilities which are located on its private right-of-way to a new location on public right-of-way or if any such facilities are to be retained in place within the public right-of-way due to this project, the following provisions will apply:

a. The cost of relocation will include reimbursement for acquisition of right-of-way by the UTILITY to place necessary guy wires and anchors on private lands adjacent to the highway right-of-way and the rights to cut, trim and remove, initially and from time to time as necessary, trees on private lands adjacent to the highway right-of-way which might then or thereafter endanger the facilities of the UTILITY.

b. Reimbursement for future relocation of the UTILITY'S facilities will be in accordance with State law in effect at the time such relocation is made; provided, however, the UTILITY will be reimbursed for the cost of any future relocation of the facilities, including the cost of acquisition of equivalent private right-of-way if such future relocation is outside the highway right-of-way and such relocation is required by the STATE, and provided that the prior relocation from private right-of-way to public right-of-way was without compensation to the UTILITY for its compensable property interest in its private right-of-way.

10. The UTILITY 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 UTILITY, its agents, servants, employees or facilities.

11. In the event a Utility - Consultant Engineering Agreement for this project is entered into between the UTILITY and a Consulting Engineer, the following provisions will apply:

a. The UTILITY has complied or will comply with and fulfill all obligations, requirements, notifications, and provisions of the Utility - Consultant Engineering Agreement executed for this project work which are for the benefit or protection of the STATE.

b. The UTILITY has obtained or will obtain all approvals and authorizations required by the STATE which are provided for in the Utility - Consultant Engineering Agreement.

c. No reimbursement payments will be due and none will be made by the STATE until such Utility - Consultant Engineering Agreement is complied with faithfully by the UTILITY and Consulting Engineer.

12. Nothing contained in this Agreement, or in its execution, 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 UTILITY provided by law with respect to the construction, operation or maintenance of its facilities on the public right-of-way.

13. Paragraph 14 set forth below is applicable to this Agreement only if Federal appropriated funds are available or will be available in the project by which the relocation required by this Agreement is necessitated.

14. In the event any Federal Funds are utilized for this work, the following certification is made:

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

15. Exhibit N is attached hereto and made a part hereof.

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

RECOMMENDED FOR APPROVAL:

Brian Davis
Division Engineer
Robert G. Lee
Utilities Engineer

APPROVED AS TO FORM:

Jefferson County Commission
W. D. Carrington, President

Jim Ippolito, Jr.
Chief Counsel,
Alabama Department of Transportation
STATE OF ALABAMA DEPARTMENT OF TRANSPORTATION ACTING BY AND THROUGH ITS TRANSPORTATION DIRECTOR
John R. Cooper
Transportation Director

The within and foregoing Agreement is hereby approved on this day of , 20

Robert J. Bentley
GOVERNOR
STATE OF ALABAMA

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

Feb-14-2012-68

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute an Agreement between Jefferson County Environmental Services Department and Jackson, Renfro & Associates, Inc., in the amount of \$152,000.00 to Provide Professional Engineering Services for the Jefferson County Wastewater Treatment Plants Arc Flash Hazard Evaluation & Training Phase I.

AGREEMENT

To Provide Professional Engineering Services For The
Jefferson County Wastewater Treatment Plants
Arc Flash Hazard Evaluation & Training
Phase I

This AGREEMENT made this _____ day of _____, 2012, by and between Jefferson County, in the State of Alabama, party of the first part, hereinafter referred to as the "COUNTY", and Jackson, Renfro & Associates, 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 accomplish the analysis and reporting for the Jefferson County Wastewater Treatment Plants – Arc Flash Hazard Evaluation & Training – Phase I as outlined in the Scope of Work.

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

ARTICLE I - SCOPE OF WORK

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

The scope of work proposed in this AGREEMENT is to perform an arc flash hazard study, COUNTY training and other related services for the following six (6) existing Jefferson County WWTP facilities:

1. Five Mile WWTP
2. Leeds (Skinner) WWTP
3. Prudes Creek WWTP
4. Trussville WWTP
5. Turkey Creek WWTP
6. Warrior WWTP

For each of these six (6) facilities, the following services are proposed to be provided:

1. Three (3) days of on-site training (at one of Jefferson County ESD's training rooms) for up to thirty (30) Jefferson County personnel, including lecture/training materials and completion certificates for each student, and one (1) set of the following associated reference books for Jefferson County:
 - a. NFPA 70E / Arc Flash Safety Text with NFPA 70E Textbook and tabs
 - b. Practical Solution Guide to Arc Flash Hazards
 - c. Electrical Safety Calculations Booklet
 - d. Safety Calculations CD
 - e. Arc Flash Safety Card

This training will be provided by a national safety training company, such as NTT Training. This training will cover, in detail, the issues associated with working on or near exposed energized components and the utilization of high voltage electrical systems, and will

include demonstrations of proper procedures of racking draw-out switchgear. One (1) 3-day training session has been included for all six (6) facilities (rather than separate training sessions for each separate facility). It is our understanding that you will be able to organize your employees' work schedules such that all persons needing this training can attend the one session. Due to the caliber of the training firm proposed to provide this training, filming of the training is not allowed, but textbooks will be provided that cover the training material. See attached brochure (EXHIBIT A) for additional information.

2. Collect data regarding existing power distribution system, including all applicable breaker settings, feeders, bus amperages, AIC ratings, etc. from existing plans, submittals, coordination studies and on-site data collection. All on-site data collection will be done in compliance with applicable arc flash safety standards by a licensed electrical contractor. Please note that this portion of work may require short duration shut-downs of the existing power distribution equipment (switchgear, switchboards, MCC's, etc.) to comply with safety standards. It is assumed that the COUNTY will be able to manage these shutdowns with proper advance notification/planning.

3. Model the power distribution systems using industry-standard SKM Power Tools Electrical Engineering Software (see attached EXHIBIT B), along with the following studies for each facility:

- a. Short Circuit Study
- b. Equipment Evaluation Study
- c. Protective Device Coordination Study
- d. Arc Flash Hazard Study per NFPA 70E-2009 and/or IEEE Std. 1584-2002, where applicable.

Please note that this contract includes other studies in addition to the Arc Flash Study, since these studies should typically be performed in unison with the arc flash study. This proposal also includes the license fees required for the CONSULTANT to utilize the software referenced above for this project.

4. Provide separate reports for each of the facilities, documenting conditions found, recommendations, arc flash incident energies and arc flash boundaries. Up to three (3) hardcopy and one (1) electronic copy of each study will be provided to the COUNTY for their records and reference. The reports will include a system single line diagram for each facility, labeling all applicable busses and feeders.

5. Provide labels to identify arc flash incident energies, arc flash boundaries and appropriate Personnel Protective Equipment for each electrical bus at each facility.

6. Apply arc flash labels at electrical distribution equipment throughout each facility.

7. Adjust circuit breakers on-site at each facility in accordance with the results of the Coordination Study. Please note that this proposal excludes the procurement of special software which may be required to adjust breakers within some switchgear at the facilities. It is assumed that the COUNTY has copies and working knowledge of any software required to adjust breakers at the existing facilities. Please note that this portion of work may require short duration shut-downs of the existing power distribution equipment (switchgear, switchboards, MCC's, etc.) to comply with safety standards. It is assumed that the COUNTY will be able to manage these shutdowns with proper advance notification/planning.

8. Coordinate with COUNTY, contractors, facility operators, utilities, building officials and other engineering disciplines as necessary to finish the study.

9. All printing/plotting expenses.

Specifically excluded in the scope of work under this AGREEMENT are:

1. Actual construction, repair, renovation or maintenance of the public works improvements by the CONSULTANT.
2. Cost of Permits (it is assumed that no permits will be required, as these services are not construction related).
3. Redesign of electrical distribution systems as a result of the findings of the studies.
4. Procurement of special software which may be required to adjust breakers within some switchgear at the facilities. It is assumed that the COUNTY has copies and working knowledge of any software required to adjust breakers at the existing facilities.
5. Study of branch circuit utilization equipment, 100A and less (such as safety switches, industrial control panels, separately-enclosed starters/drives, etc.).

SECTION 1 - OBLIGATION OF CONSULTANT TO THE COUNTY

The CONSULTANT will perform the engineering services documented within the Article I – Scope of Work section above.

SECTION 2 - OBLIGATION OF THE COUNTY TO THE CONSULTANT

It is understood that the COUNTY will:

1. Pay for any mill, shop and laboratory inspections and tests of materials, equipment, coatings, etc.
2. Assist the CONSULTANT by placing at their disposal all available information pertinent to the site of the project(s), including previous reports and any other data relative to the condition of the site.
3. Designate a project manager to coordinate CONSULTANT's work and to assist as COUNTY representative with respect to the work to be performed under this AGREEMENT.
4. Provide access to and make all provisions for the CONSULTANT to enter upon public and private lands as required for the

CONSULTANT to perform its work under this AGREEMENT.

5. Pay for appearances before courts or boards regarding litigation related to the project(s), and/or preparatory work required in connection with such matters. Appearances before courts or boards regarding litigation related to errors or omissions of the CONSULTANT which result in legal proceedings against the COUNTY shall not be charged to the COUNTY, and shall not be items eligible for payment by the COUNTY.

6. Examine studies, reports, sketches, opinions of probable cost of construction, proposals, and other documents presented by the CONSULTANT, and shall render decisions in writing pertaining thereto within a reasonable time so as not to delay the services of the CONSULTANT.

7. Give prompt written notice to the CONSULTANT whenever the COUNTY observes, or otherwise becomes aware of, any defect in the performance of engineering services.

8. COUNTY will operate any plant equipment as necessary and reasonable to carry out the scope of work.

9. Make arrangements to have power shut off to electrical distribution equipment at the existing facilities in order to allow the equipment to be safely assessed prior to the study and adjusted as per the findings of the study.

SECTION 3 - CONFERENCES AND VISITS TO SITE

A. Conferences will be held at the request of either the COUNTY or the CONSULTANT to discuss matters pertinent to any phase of this project(s).

B. Request for visits to the site may be made by the COUNTY or by the CONSULTANT in conjunction with any other party or parties.

C. Monthly progress status meetings shall be held at the COUNTY'S office. The COUNTY shall provide their own representatives for attendance at these meetings to discuss the progress of the work. The CONSULTANT shall provide a Project Manager (or Project Engineer) for attendance at the meetings.

ARTICLE II - TIME OF BEGINNING AND COMPLETION

A. The CONSULTANT agrees to commence performance of services outlined under Article I of this AGREEMENT within five (5) 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 accordance with the following schedule:

Complete the scope of work within one hundred eighty (180) days after receipt of written notice from the COUNTY 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 one hundred eighty day period, the COUNTY may adjust the amount of this contract by amendment, so as to reflect the cost of additional expense items and additional fee, if any, arising from the change.

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

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

For the work contemplated under Article I, Section 1, compensation shall be computed on the basis of a Lump Sum contract cost of One Hundred, Fifty-Two Thousand and 00/100 Dollars (\$152,000.00) to be paid by monthly invoice. Additional services beyond the scope of this proposal are not included but will be provided as needed on an hourly basis at the following rates:

Principal.....	\$140.00 per hour
Project Manager.....	\$110.00 per hour
Design Engineer.....	\$ 90.00 per hour
CAD Operator.....	\$ 70.00 per hour
Clerical.....	\$ 45.00 per hour
Travel Expenses.....	At Cost

Payments shall be made according to the following general schedule:

COUNTY Training.....	12%
Data Collection.....	14%
System Modeling.....	40%

System Reports.....20%

On-Site Labeling/Adjustment.....14%

This contract amount shall not be exceeded except by formal amendment to this agreement.

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

SECTION 2

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

ARTICLE IV - MISCELLANEOUS PROVISIONS

SECTION 1 - CHANGE OF WORK

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

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

SECTION 2 - COUNTYSHIP OF ENGINEERING DOCUMENTS

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

SECTION 3 - CONSULTANT'S ENDORSEMENT

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

SECTION 4 - DELAYS AND EXTENSIONS

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

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

SECTION 5 - TERMINATION OR ABANDONMENT

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

B. 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:

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

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

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

SECTION 6 - DISPUTES

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

SECTION 7 - RESPONSIBILITY FOR CLAIMS AND LIABILITY

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

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

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

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

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

SECTION 8 - GENERAL COMPLIANCE WITH LAWS

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

SECTION 9 - 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 10 - EMPLOYMENT OF COUNTY WORKERS

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

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

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

SECTION 11 - CONTROL

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

SECTION 12 - CONDITIONS AFFECTING WORK

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

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

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

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

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

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

SECTION 13 - 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, without giving effect to the conflict of laws rules thereof. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County Alabama, Birmingham Division.

SECTION 14 - STATEMENT REGARDING BANKRUPTCY

A. Jefferson County filed for chapter 9 bankruptcy protection on November 9, 2011. The County filed for chapter 9 so it can pursue a readjustment of its debts under the protection of the federal bankruptcy laws. While it is in chapter 9, the County will continue to operate its business and affairs in the ordinary course. Maintaining business relationships with the County's vendors and suppliers is critical to the County's restructuring efforts. Accordingly, by executing this AGREEMENT, the Jefferson County Commission acknowledges that payment for services provided under this AGREEMENT will be paid in accordance with the terms of this AGREEMENT.

ARTICLE V

SECTION 1 - EXECUTORY CLAUSE

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

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

ARTICLE VI

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures, Jackson, Renfro & Associates, Inc. on the _____ day of _____, 2012, and the COUNTY on the _____ day of _____, 2012.

Jackson, Renfro & Associates, Inc.
Philip D. Black, P.E., Vice President

Jackson, Renfro & Associates, Inc.

Recommended:

David Denard, Director

Jefferson County Environmental Services Department

Attest:

Minute Clerk

Approved:

W.D. Carrington, President, Jefferson County Commission

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

Feb-14-2012-69

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute an Agreement between Jefferson County Environmental Services Department and Enersolv Corporation, in the amount of \$50,000.00 for Whole Effluent Toxicity Testing, Total Organic Halogen Testing and GM/MS testing and other Laboratory Testing.

CONTRACT NO. 16-10

AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2012, by and between Jefferson County, Alabama, hereinafter called "the County", and Enersolv Corporation, hereinafter called "the Contractor". The effective date of this agreement shall be January 1, 2012.

WHEREAS, the County desires to contract for laboratory testing services for the Environmental Services Department, hereinafter called "Environmental Services"; and

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

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: This Agreement results from Jefferson County's Request for Proposal No. 16-10, dated November 16, 2009, the terms of which are included herein by reference. The Contractor shall perform Whole Effluent Toxicity testing, Total Organic Halogen (TOX) testing and GM/MS testing and other laboratory testing services as required by Environmental Services per the latest approved EPA Testing Methods. Contractor shall submit a test report on an approved ADEM form within ten (10) calendar days after completion of any test performed for all analyses requested.
3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render laboratory testing services to the County at any time after the effective date of this Agreement. The completion date of all services under this Agreement is December 31, 2012 with renewal, at the County's option, each January 1st, through December 31, 2013.
4. COMPENSATION: The Contractor shall be compensated for laboratory tests rendered as shown below upon submission of an itemized invoice. The annual Agreement amount shall not exceed \$50,000, net 30 days payment after invoice.

\$200.00	per	TOTAL ORGANIC HALIDES (TOX)
\$325.00	per	SEMI-VOLATILES BY GC/MS (EPA METHODS 625 OR 8270)
\$225.00	per	VOLATILES BY GC/MS (EPA METHODS 624 OR 8260)
\$300.00	per	FATHEAD MINNOW LARVAL SURVIVAL AND GROWTH TOXICITY SCREENING TEST
\$300.00	per	CERIODAPHNIA SURVIVAL AND REPRODUCTION TOXICITY SCREENING TEST
\$55.00	per	SAMPLE PICKUP AT BARTON LABORATORY
5. INDEPENDENT CONTRACTOR: The Contractor acknowledges and understands that the performance of this Agreement is as an independent contractor and as such, the Contractor is obligated for Workmen's Compensation, FICA taxes, Occupational Taxes, all applicable federal, state and local taxes, etc. and that the County will not be obligated for same under this Agreement.
6. NON-DISCRIMINATION POLICY: Both parties agree that all services rendered under this Agreement will be done so without regard to race, creed, color, sex, national origin, religion or handicap. The Contractor will abide by all clauses and stipulations in, and as

required by Jefferson County Commission Administrative Order 08-4 attached hereto including the execution of the EEO certification.

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

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

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

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

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

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

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

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

15. EMPLOYMENT OF COUNTY WORKERS:

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

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

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

16. GOVERNING LAW/DISPUTE RESOLUTION: The parties agree that this Agreement is made and entered into in Jefferson County, Alabama and that all services, material and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by laws of the State of Alabama. The parties agree that

jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County Alabama, Birmingham Division.

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

CONTRACTOR:

Dr. William D. Hollerman, Vice President
Enersolv Corporation

RECOMMENDED:

David Denard, Director
Environmental Services Department

APPROVED:

W. D. Carrington, President
Jefferson County Commission

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

Feb-14-2012-70

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute the Change Order No.1 in the amount of \$473,600.00 to the Village Creek Emergency Storm Repairs Project between Jefferson County and Brasfield & Gorrie, LLC. This Change Order No. 1 will increase the contract amount to \$2,973,600.00.

CHANGE ORDER

PROJECT: Village Creek Emergency Storm Repairs

CHANGE ORDER NO.:1

DATE: January 4, 2012

CONTRACTOR: Brasfield and Gorrie

CONTRACT NO.:11036

Copies to: Owner Engineer Contractor _____

Description of change:

The original contract amount of \$2,500,000 was based on initial preliminary assessments of estimated damages to structures and equipment. As a result of complete inspections of the damaged facilities and determinations of the work required to restore the damaged facilities to their pre-storm condition, the scope for the remaining repairs under this contract was refined. The maximum contract amount for the agreed upon scope is as documented below and on the attached sheet. Additionally, no contract period was specified in the original contract. Based on the agreed schedule, the contract completion date shall be March 15, 2011.

Original Contract Amount.....	\$2,500,000.00
Net Change by Previous Change Orders.....	\$ 0.00
Contract Amount Prior to This Change Order.....	\$2,500,000.00
The Contract will be Increased by this Change Order in the Amount of.....	\$ 473,600.00
The New Contract Amount Including this Change Order is.....	\$2,973,600.00

The contract time will be set to (322) days resulting in a contract completion date of March 15, 2012

Not valid until signed by the Owner, Engineer, and Contractor.

Krebs Architecture & Engineering, Inc.	Brasfield and Gorrie	Jefferson County Commission
ENGINEER	CONTRACTOR	OWNER
Jason Gray	Dennis Hill	W. D. Carrington, President

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

Feb-14-2012-71

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute the Agreement to provide professional engineering services for the Environmental Services Department Collection System Asset Management Program between Jefferson County, Alabama and Hazen & Sawyer, P.C. in the amount of \$2,926,000.

AGREEMENT TO PROVIDE
PROFESSIONAL ENGINEERING SERVICES FOR
Jefferson County Environmental Services Department
Collection System Asset Management Program

This AGREEMENT, made this the _____ day of _____, 20102, by and between Jefferson COUNTY, in the State of Alabama as Party of the First Part, hereinafter referred to as the COUNTY, and Hazen and Sawyer, P.C. (CONSULTANT) as Party of the Second Part, hereinafter referred to as the CONSULTANT.

WHEREAS, the said CONSULTANT has agreed and by these presents does agree with the COUNTY for the consideration hereinafter mentioned with payment to be administered by the COUNTY to accomplish the analysis and reporting for the Collection System Asset Management Program as outlined in the Scope of Work.

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

ARTICLE I – SCOPE OF WORK

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

The scope of work proposed in this AGREEMENT consists of developing and providing tools, technologies and procedures that will empower and enable the COUNTY to better manage the sanitary sewer collection system through an effective Asset Management Program. The developed Asset Management Program will assist the COUNTY regarding current and future compliance issues related to the sanitary sewer collection system established by Federal and State regulators.

The CONSULTANT shall, in close coordination with the COUNTY's Environmental Services Department (ESD) staff:

- Establish a comprehensive asset management system with processes and procedures to identify and prioritize future collection system capital and operating replacement and maintenance requirements including the following:
 - o Refine and develop a system of tools and data including, but not limited to: asset management platforms; InfoWorks CS hydraulic capacity modeling data; sanitary sewer evaluation studies (SSES); capacity assurance programs; flow and rainfall monitoring; asset inventory and condition data; rehabilitation, replacement, cleaning and maintenance methods; easement access and clearing procedures; system performance data including sanitary sewer overflows (SSO) and backups; television inspection (TVI); manhole inspections; and standardized condition evaluation and asset life estimation methods.
- Review ESD's standard bid specifications (technical specification revisions by others) for collection system repair, replacement, renewal, condition assessment and other work consistent with the comprehensive asset management system and industry-accepted technical specifications and general conditions.
- Implement, pilot test and revise the asset management system on a selected portion of the ESD collection system.
- Provide policy and procedures manuals and systems including comprehensive training to ESD staff to fully implement the asset management system.
- Develop an asset management based three year capital improvement plan (CIP).
- Under a future amendment or separate contract, provide Program Management services for the CIP including: directing condition assessment activities; scoping and procurement of engineering services; and schedule delivery.

Specifically, the CONSULTANT will perform engineering services as described in Exhibit B – Scope of Work.

SECTION 1 – OBLIGATION OF CONSULTANT TO COUNTY

The CONSULTANT will perform the following engineering services:

As described in Exhibit B – Scope of Work

SECTION 2 – OBLIGATION OF THE COUNTY TO THE CONSULTANT

It is understood that the COUNTY will:

1. Furnish requirements for the project and provide full information as to its requirements for the project.
2. Assist the CONSULTANT by placing at their disposal all available information pertinent to the project, including previous reports and any other data relative to the project.
3. Designate a project manager to coordinate CONSULTANT's work and to assist as COUNTY's representative with respect to the work to be performed under this AGREEMENT.
4. Examine studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the

CONSULTANT and render decisions in writing pertaining thereto within a reasonable time so as not to delay the services of the CONSULTANT.

5. Guarantee legal access to and make all provisions for the CONSULTANT to enter upon public and private lands as required for the CONSULTANT to perform the work under this AGREEMENT.
6. Advertise for proposals from bidders, open the proposals at the appointed time and place, and pay for all costs incidental thereto.
7. Give prompt written notice to the CONSULTANT whenever the COUNTY observer's or otherwise becomes aware of any defect in the project.
8. Negotiate any right-of-way or easements with property owners.
9. Record right-of-way or easement acquisition documents in the Probate Office of Jefferson COUNTY.
10. Assume all costs of archaeological and vegetative studies, if required.
11. Assume all costs of public hearings, if required.
12. COUNTY will operate any plant equipment as necessary and reasonable to carry out the scope of work.
13. Provide existing management tools, records, and raw data in a digital format in as much as possible; provide access to staff to ascertain existing Standard Operating Procedures, Operation and Maintenance Procedures; and provide assistance with the gathering of all requested data related to the collection system.
14. Pay for appearances before courts or boards regarding litigation related to the project(s), and/or preparatory work required in connection with such matters. Appearances before courts or boards regarding litigation related to errors or omissions of the CONSULTANT which result in legal proceedings against the OWNER shall not be charged to the OWNER, and shall not be items eligible for payment by the OWNER.
15. Pay for specialized geological studies, laboratory tests, concrete tests, special permits or easements, or other such analyses, special reports or reports recommended by the CONSULTANT and deemed to be necessary by the OWNER.
16. Examine tools, studies, reports, sketches, opinions of probable cost of construction, requests for qualifications, and other documents presented by the CONSULTANT, and shall render decisions in writing pertaining thereto within a reasonable time so as not to delay the services of the CONSULTANT.
17. Provide or pay for any required cleaning, TVI, sewer rehab or specialized inspections recommended by the CONSULTANT and deemed necessary by the OWNER.

SECTION 3 – CONFERENCES AND VISITS TO SITE

1. Conferences outlined in the scope of work will be held at the reasonable request of either the COUNTY or the CONSULTANT to discuss matters pertinent to any phase of the project. CONSULTANT will be entitled to additional compensation for any conferences requested by the COUNTY beyond those outlined in the scope of work in Section 2.
2. Requests for visits to the site may be made 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 accordance with the following schedule: As described in Exhibit C – Schedule. Should delays attributable to causes beyond the control of the CONSULTANT be encountered, such as would extend the contract work beyond the agreed upon one hundred eighty day period, the COUNTY may adjust the amount of this contract by amendment, so as to reflect the cost of additional expense items and additional fee, if any, arising from the change.
- C. In case the COUNTY deems it advisable or necessary in the execution of the work to make any alteration which will increase or decrease the scope of work outlined in this AGREEMENT, the time limits specified herein may be adjusted in accordance with Article IV, Section 1.
- D. The Contract shall remain in full effect until completion of the Scope of Work and acceptance of final payment by the CONSULTANT, up to the maximum term allowed by law.

ARTICLE III – PAYMENT

SECTION 1 – FEE

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

For the work contemplated under Article I, Section 1, compensation shall be computed on the basis of a Cost Not to Exceed contract to be paid by monthly invoice at the schedule of standard charges attached as Exhibit A. The contract shall include a maximum engineering cost of two million nine hundred twenty-six thousand five hundred and 00/100 dollars (\$2,926,000.00). This contract amount shall not be

exceeded except by formal amendment to this agreement.

The above represents the CONSULTANT'S best estimate of anticipated hours and costs to perform this contract. Actual project time will be determined at a later date, which could decrease the above contract amount. Payment shall be made, not more often than once monthly, in amounts evidenced by the submittal of vouchers and invoices by the CONSULTANT to the COUNTY and along with other evidence of performance as the COUNTY may deem necessary. The COUNTY shall pay the CONSULTANT within ten (10) days of receipt of the CONSULTANT's payment request by the COUNTY Finance Department.

SECTION 2 – FINAL ACCEPTANCE

The acceptance by the CONSULTANT of the final payment shall constitute and operate as a release to the 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.

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. The original title or cover sheet shall also contain a statement that all surveying was completed in accordance with the requirements of the minimum technical standards for the practice of land surveying in the state of Alabama. The statement shall be signed by a registered land surveyor with his/her Alabama Registration Number duly affixed.

SECTION 4 - DELAYS AND EXTENSIONS

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

2. 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 \$100.00 per day for each calendar day exceeding the time specified in Article II.

SECTION 5 – TERMINATION OR ABANDONMENT

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

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

B. If 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.

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

SECTION 6 – 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 7 – RESPONSIBILITY FOR CLAIMS AND LIABILITY

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

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

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 COUNTY a certificate from his insurer showing the amount of insurance carried and the risk covered there by or a copy of the required insurance policies.

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

A 30 day notification is required from the insurer to the 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 8 - GENERAL COMPLIANCE WITH LAWS

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

SECTION 9 - SUBLETTING, ASSIGNMENT OR TRANSFER

There shall be no 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 10 - EMPLOYMENT OF COUNTY WORKERS

1. The CONSULTANT shall not engage, on full or part time or other basis during the period of the AGREEMENT, any professional or technical personnel who are or have been at any time during the period of this AGREEMENT in the employ of the COUNTY, 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 COUNTY shall have the right to annul this contract without liability or, at its discretion, deduct from the contract price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts or contingent fee.

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

SECTION 11 – CONTROL

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

SECTION 12 - CONDITIONS AFFECTING WORK

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

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

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

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

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

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

SECTION 13 - GOVERNING LAW/DISPUTE RESOLUTION

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

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 COUNTY 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 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 the COUNTY, including, but not limited to, Workmen's Compensation coverage or retirement membership or credit.

ARTICLE VI

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures, Hazen and Sawyer, P.C. on the ____ day of _____ 2012,
and the COUNTY on the ____ day of _____ 2012.

Robert S. DiFiore
Vice President

Hazen and Sawyer, P.C.

RECOMMENDED:

David Denard, Director of Environmental Services
Jefferson County

ATTEST:

Minute Clerk

JEFFERSON COUNTY COMMISSION

David Carrington, President

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

Brown, Bowman, Carrington, and Knight.

Feb-14-2012-72

WHEREAS, on Wednesday, January 25, 2012, a sink hole was discovered at the intersection of Medical Center Drive and Gadsden Highway, and

WHEREAS, a segment of eighteen inch diameter sanitary sewer trunk line was found to have collapsed, and

WHEREAS, the damage to the line, availability of materials axed equipment, and the requirement to setup bypass operations resulted in the retention of a contractor capable of assisting the County, and

WHEREAS, inaction or lack of immediate action could present a danger to environmental and public health and safety, and

WHEREAS, the costs to repair the mainline and return to a state of safe operation is unknown at this time,

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION to declare an emergency at the intersection of Medical Center Drive and Gadsden Highway and that the Environmental Services Department be authorized to direct the contractor B & H Contracting, Inc. to be paid under force account arrangements to assist the County with all necessary force until such time that a permanent repair has been completed.

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

Feb-14-2012-73

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of David Bowen to serve on the Birmingham Fire District Board of Trustees, for a five-year term ending January, 2017, be and hereby is approved.

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

Feb-14-2012-74

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that pursuant to Alabama Act 2011-70, there is hereby established the appointed at-will position of the Director of Capital Structure and Investments which shall be compensated at a bi-weekly rate of \$5,000. The Director of Capital Structure and Investments shall receive the same benefits available to employees in the classified service.

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

JEFFERSON COUNTY COMMISSION
Finance Department
Unusual Demands
2/14/2012

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	Doc No
DISTRICT 1	1000193	JEFFERSON CO TREASURER	POSTAGE FOR SEWER BILLING MAIL OUT.	GEN SVCS: ADMIN	37.41	1900055505
DISTRICT 1	1005179	ALABAMA MEDICAID AGENCY	REPAYMENT OF PRESCRIPTION OVERCHARGES	CGH: PHARMACY	813.68	1900054875
DISTRICT 1	1006646	DR LARRY DOWNS	TRAVEL REIMBURSEMENT	CGH: ADMIN	175.84	1900054167
DISTRICT 1	1024001	THERESA O EJEM	INSURANCE REIMBURSEMENT -NURSING	CGH: ADMIN	107.50	1900054170
DISTRICT 1	1028729	IRENE J GAINES	PATIENT CASHOVER REFUND	CGH: ADMIN	396.00	1900054207
DISTRICT 1	1028730	BEVERLY AMISON	PATIENT CASH OVERPAYMENT - REFUND	CGH: ADMIN	1,247.00	1900054220
DISTRICT 1	1028861	GERALD DANIELS	REFUND-OBTAINED MEDICAID COVERAGE	CGH: PHARMACY	51.15	1900055329
DISTRICT 1	1028861	GERALD DANIELS	MEDICAID PAID/ REFUND PATIENT CO-PAYS	CGH: ADMIN	45.00	1900055663
*DISTRICT 1					2,873.58	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	BINDERS FOR ANNUAL OPERATING ELEMENT	SENIOR CITIZEN SER	30.03	1900055317
DISTRICT 2	1000193	JEFFERSON CO TREASURER	VEH TAGS,POSTAGE, HAND TOWELS, DECOR, COVERALLS	FLEET MGMT: ADMIN	194.96	1900055645
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CDL RENEWAL FOR RONNIE MOON	R&T: TRAFFIC ENGIN	30.00	1900055656
DISTRICT 2	1000193	JEFFERSON CO TREASURER	REFUND RECORDING FEES BESS.PRO. R&L FOODS 443278	R&T: RIGHT OF WAY	5.00	1900055657

DISTRICT 2	1000193	JEFFERSON CO TREASURER	POSTAGE FOR CAMP KETONA	R&T: HWAY MAINT-KETONA	29.48	1900055660
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CDL LICENSE FEES & CALENDAR PLANNER	R&T: HIWAY MAINT-KETONA	52.24	1900055494
DISTRICT 2	1000193	JEFFERSON CO TREASURER	KEYS & PLANNER/CALENDAR FOR CAMP KETONA	R&T: HIWAY MAINT-KETONA	38.49	1900055604
DISTRICT 2	1027443	DEBRA H LEWIS	REIMBURSEMENT FOR TRAVEL AIRS CERTIFICATION	SENIOR CITIZEN SERVICES	82.26	1900055588
DISTRICT 2	1028786	MELANIE O JONES GAMBLE	MILEAGE REIMBURSE FOR OPEN ENROLLMENT (NOV-DEC)	SENIOR CITIZEN SERVICES	166.87	1900055316
*DISTRICT 2					629.33	
DISTRICT 3	1000032	ALABAMA MESSENGER	BD OF EQUAL 2012 SUBSCRIPTION	BD OF EQUAL - BHAM STATE	15.00	1900055478
DISTRICT 3	1000128	JEFF CO DEPUTY TREASURER	RECORDERD LEVY	SHER ENFORCE-BESSEMER	5.00	1900054488
DISTRICT 3	1000128	JEFF CO DEPUTY TREASURER	RECORDERD LEVY	SHER ENFORCE-BESSEMER	5.00	1900054596
DISTRICT 3	1000128	JEFF CO DEPUTY TREASURER	RECORDERD LEVY	SHER ENFORCE-BESSEMER	5.00	1900055591
DISTRICT 3	1000128	JEFF CO DEPUTY TREASURER	RECORDERD LEVY	SHER ENFORCE-BESSEMER	5.00	1900055595
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PARTS TO REPAIR DRYER	SHER CORRECT-BIRMINGHAM	25.79	1900055445
DISTRICT 3	1000193	JEFFERSON CO TREASURER	POSTAGE FOR TAX ASSESSORS MAIL OUT.	TAX ASSESS BHAM MAPPING	127.38	1900055659
DISTRICT 3	1002207	LEXISNEXIS MATTHEW BENDER	MICHIES AL CODE 11 RV 21 AND 21A	BD OF EQUAL - BHAM STATE	262.60	1900055342
DISTRICT 3	1002207	LEXISNEXIS MATTHEW BENDER	UPDATED CODE - TITLE 40 (VOLUME 21A)	BD OF EQUAL - BHAM STATE	262.60	1900055666
DISTRICT 3	1003510	EDGAR RAY WOODIS JR	REIMB. TRAVEL AUDIT-EDGAR WOODIS12/4/11 GA	REVENUE	140.51	1900055310
*DISTRICT 3					853.88	
DISTRICT 4	1000032	ALABAMA MESSENGER	ANNUAL SUBSCRIPTION FOR BESS PROBATE	PROBATE COURT	15.00	1900055491
DISTRICT 4	1000032	ALABAMA MESSENGER	SUBSCRIPTION FOR FAMILY COURT	FC ADMINISTRATION	15.00	1900055654
DISTRICT 4	1000193	JEFFERSON CO TREASURER	EMA - CAD PRINTING	EMA	185.00	1900055471
DISTRICT 4	1000193	JEFFERSON CO TREASURER	FEMA DR-1971 DONATIONS WAREHOUSE SERVICES & FUEL	EMA - DISASTER RECOVERY	395.00	1900055468
DISTRICT 4	1000193	JEFFERSON CO TREASURER	RESIDENT FOOD, CANDY, MEDICINE/GAS/STAMPS	YOUTH DETENTION: SUPP	138.56	1900055647
DISTRICT 4	1000600	FAMILY COURT OF BHAM	REIMBURSEMENT TO REGULAR SUPPORT ACCOUNT	FC CLERKS OFFICE	695.07	1900055661
DISTRICT 4	1028974	CALERA FIRE DEPARTMENT	FEMA DR-1971 MUTUAL AID TO CALERA FIRE DEPARTMENT	EMA - DISASTER RECOVERY	3,503.71	1900055343
*DISTRICT 4					4,947.34	
DISTRICT 5	1000111	BHAM BAR ASSOCIATION	BBA DUES - JEFFREY M. SEWELL	COUNTY ATTORNEY	175.00	1900055486
DISTRICT 5	1000111	BHAM BAR ASSOCIATION	BBA DUES - THEODORE A. LAWSON, II	COUNTY ATTORNEY	175.00	1900055487
DISTRICT 5	1000111	BHAM BAR ASSOCIATION	BBA DUES - FRENCH A. MCMILLAN	COUNTY ATTORNEY	100.00	1900055488
DISTRICT 5	1000111	BHAM BAR ASSOCIATION	BBA DUES - SHAWNNA H. SMITH	COUNTY ATTORNEY	100.00	1900055489
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PROF ENGINEERS & LAND SURVEYORS LICENSE RENEWAL	ES: SANITATION ADMIN	45.00	1900055179
DISTRICT 5	1000193	JEFFERSON CO TREASURER	HEX NUT;SENSOR;SOCKET;	ES: VILLAGE ELEC SHOP	303.40	1900055195
DISTRICT 5	1000193	JEFFERSON CO TREASURER	MIRROR;CONTRACTOR	ES: VILLAGE ELEC SHOP	67.25	1900055249
DISTRICT 5	1000193	JEFFERSON CO TREASURER	LABELS FOR SAMPLE BOTTLES	ES: CAHABA RIVER WWTP	25.99	1900055305
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PARTS TO SERVICE KAWASAKI MULE AT PLANT	ES: CAHABA RIVER WWTP	79.48	1900055307
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PROF ENGINEERS & LAND SURVEYORS LICENSE RENEWAL	ES: SANITATION ADMIN	45.00	1900055301
DISTRICT 5	1000193	JEFFERSON CO TREASURER	FENCE POST, WIRE,SLEEVE, CAP, OFFICE SUPPLIES	ES: CONSTRUCT SEWER LINE	162.98	1900055063
DISTRICT 5	1000193	JEFFERSON CO TREASURER	INK CARTRIDGES;MEDS;	ES: FIVE MILE CREEK WWTP	393.81	1900055277
DISTRICT 5	1000193	JEFFERSON CO TREASURER	WATER;BATTERY;HEATER;BULBS;	ES: FIVE MILE CREEK WWTP	213.89	1900055276
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BATTERY FOR GENERATOR,OIL SEALS,BEARINGS,SURGE PRO	ES: PACKAGE WWTP PUMP STA	311.59	1900055243
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PURCHASED BOLTS TO REPAIR VALVE ON RETURNS	ES: LEEDS WWTP	4.14	1900055193
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PARKING	ES: SANITATION ADMIN	1.00	1900055238
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PURCHASED ELECTRICAL TAPE	ES: LEEDS WWTP	3.58	1900055178
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CABLE TIES, CIRCUIT BREAKER, BATTERY CABLE	ES: TV INSPEC & GROUTING	15.94	1900055345
DISTRICT 5	1000193	JEFFERSON CO TREASURER	LETTER TRAY FOR THE OFFICE	ES: TURKEY CREEK WWTP	6.59	1900055333
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BELDEN EQUAL;LOCKNUTS;BUSHINGS;	ES: VILLAGE ELEC SHOP	266.75	1900055347
DISTRICT 5	1000193	JEFFERSON CO TREASURER	INSTALL, FILTERS, BOTTLES, POSTAGE, INK	ES: TRUSSVILLE WWTP	266.45	1900055444
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PURCHASED CLEANSER FOR THE LAB	ES: LEEDS WWTP	4.97	1900055337
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PRINTER;ADAPTER;ICEMAKR;WASHER;HANDLE;COUPLING;	ES: FIVE MILE MAINT SHOP	123.42	1900055475
DISTRICT 5	1000193	JEFFERSON CO TREASURER	RECORD BOOKS	ES: FIVE MILE CREEK WWTP	337.91	1900055457
DISTRICT 5	1000193	JEFFERSON CO TREASURER	DAILY DIARY 2012	ES: TURKEY CREEK WWTP	73.98	1900055320
DISTRICT 5	1000193	JEFFERSON CO TREASURER	WRAPPERS;NOTEBOOKS;PANTS;WATER;MEMBERSHIP;	ES: FIVE MILE CREEK WWTP	221.95	1900055458
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BRAKES, WHEELS, TIE-DOWNS, TOOL BOX, SOCKETS	ES: CONSTRUCT SEWER LINE	425.88	1900055451
DISTRICT 5	1000193	JEFFERSON CO TREASURER	REFRGERTOR BUSHIG OIL MAIL TESTS FLUID RELAY BELT	ES: VALLEY CREEK WWTP	1,286.54	1900055638
DISTRICT 5	1000193	JEFFERSON CO TREASURER	ASBL PROFESSIONAL ENG AND LAND SURVEYORS	ES: SANITATION ADMIN	45.00	1900055639
DISTRICT 5	1000193	JEFFERSON CO TREASURER	FULL MOON BBQ FOR SUPERVISOR MEETING	ES: TURKEY CREEK WWTP	464.45	1900055578
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PARCA ANNUAL MEETING	COMMISSIONER, DISTRICT 5	55.00	1900055557
DISTRICT 5	1000193	JEFFERSON CO TREASURER	POSTAGE	ES: SANITATION ADMIN	62.22	1900055479
DISTRICT 5	1000193	JEFFERSON CO TREASURER	LABELS, TYPRWRITER RIBBON,SILICONE,BELTS,STARTING F	ES: PACKAGE WWTP PUMP STA	199.59	1900055608
DISTRICT 5	1000193	JEFFERSON CO TREASURER	OTTERBOX HTC DESIGN DEFENDER	ES: SANITATION ADMIN	49.99	1900055629
DISTRICT 5	1000193	JEFFERSON CO TREASURER	MILEAGE, PARTS, INSTALLATION	ES: TRUSSVILLE WWTP	79.49	1900055655
DISTRICT 5	1005427	WALDREP/ STEWART/ KENDRICK	REFUND FOR ERR IN POSTING ACCT#N2560-5125(L5)	FINANCE SEWER SERVICES	735.62	1900055658
DISTRICT 5	1019819	ALABAMA STATE BAR CLIENT	JEFFREY M. SEWELL - BAR ID#: ASB-1228-E58J	COUNTY ATTORNEY	25.00	1900055481
DISTRICT 5	1019819	ALABAMA STATE BAR CLIENT	SHAWNNA H. SMITH - BAR ID#: ASB-4856-A62S	COUNTY ATTORNEY	25.00	1900055484
DISTRICT 5	1019819	ALABAMA STATE BAR CLIENT	THEODORE A. LAWSON, II - BAR ID #: ASB-3840-L72T	COUNTY ATTORNEY	25.00	1900055482
DISTRICT 5	1019819	ALABAMA STATE BAR CLIENT	FRENCH A. MCMILLAN - BAR ID#: ASB-2152-H64M	COUNTY ATTORNEY	25.00	1900055483
DISTRICT 5	1028894	BARBARA S. BOLTON	COVE DRIVE SEWER REPLACEMENT ROW	ES: SANITATION ADMIN	7,760.00	1900055640
*DISTRICT 5					14,788.85	
**					24,092.98	

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

STAFF DEVELOPMENT

Multiple Staff Development

Board of Equalization - 2 participants

Lisa Meuse	\$299.13
Lisa Mayes	\$299.13
Site visit to E-Ring home office & training for JeffCo support Atlanta, GA - February 15-17, 2012	

Board of Equalization - 3 participants

Mark Wilson	\$90.00
David Hinkle	\$90.00
John Colburn	\$90.00
Certification Exam AAAO AI IIB - Appraisal Manual Commercial Auburn, AL - March 16, 2012	

Cooper Green Mercy Hospital - 2 participants

Farah Hale	\$991.50
Eunice Vasquez	\$991.50
Bridging the Gap Medical Interpreter Training Seattle, WA - February 19-25, 2012 (federally mandated)	

Probate Court - 2 participants

Alan L. King	\$764.89
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Sherri C. Friday	\$789.89
Alabama Probate Judges Assn. Winter Conference	
Montgomery, AL - March 25-28, 2012 (required training)	
Revenue - 5 participants	
Charliestean Lewis	\$195.00
Marlin Allen	\$195.00
Joyce Harris	\$195.00
Shelley Raia	\$195.00
Tanjawania Hurst	\$195.00
CROAA Class to maintain certification	
Pelham, AL - April 11-13, 2012	
Roads & Transportation - 6 participants	
William Yeager	\$550.00
Bobby Black	\$550.00
Chris Cummings	\$550.00
Chris Butts	\$550.00
Dale McQuire	\$550.00
Wendel Ray	\$550.00
ALDOT Roadway Technology training course	
Birmingham, AL - March 26-29, 2012	
Roads & Transportation - 12 participants	
Roger Gossett	\$75.00
Barry Isbell	\$75.00
Michael Mitchell	\$75.00
Robert Carroll	\$75.00
Robert Ryan	\$75.00
Chris Hayes	\$75.00
Jeremy McAlpine	\$75.00
Terry L. Baldwin	\$75.00
Mike Crane	\$75.00
Gary Cochran	\$75.00
Robbie Eaton	\$75.00
Charles Bartlett	\$75.00
Alabama Vegetation Management Society annual meeting	
Tuscaloosa, AL - February 28-29, 2012 (to fulfill job requirements)	
Individual Staff Development	
Board of Equalization	
Aaron Self	\$225.00
AAAO AI IIB Appraisal Manual Commercial	
Bessemer, AL - February 13-17, 2012	
Community & Economic Development	
Sheena Roberts	\$1,627.22
Annual NAHA Conference by National Assn. of Job Training Assistance	
New Orleans, LA - March 19-23, 2012	
Community & Economic Development	
Frederick Hamilton	\$1,145.48
Disaster Recovery Training by HUD	
Fort Worth, TX - February 12-18, 2012 (federal funds)	
Emergency Management Agency	
Horace Walker	\$1,865.90
2012 Public Health Preparedness Summit	
Anaheim, CA - February 21-24, 2012	
Revenue	
Wesley Scott Moore	\$1,074.48
Tax Audit	
Columbus, GA & Jacksonville, FL - March 18-23, 2012	
Edgar Woodis	\$951.60
Tax Audit	
Memphis, TN - March 18-23, 2012	
Edgar Woodis	\$1,017.33
Tax Audit	
Atlanta, GA - April 1-6, 2012	
For Information Only	
Personnel Board	
Stephens Owens	\$175.00
Effective Writing Skills Workshop - Samford University	

Birmingham, AL - February 3, 2012

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

BUDGET TRANSACTIONS

A. Position Changes and/or Revenue Changes

1. Cooper Green Mercy Hospital \$1,310,370

Shift funds from various salary accounts to cover temporary labor staffing contracts.

B. Other Budget Transactions

2. Environmental Services \$5,427

Add purchasing memorandum to purchase a Refrigerated Sampler.

3. Environmental Services \$29,000

Shift funds and add purchasing memorandum to purchase a replacement rotating pump assembly.

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

REQUEST FOR CERTIFICATIONS

Tax Assessor - Bessemer

GIS Technician II

Motion was made by Commissioner Brown seconded by Commissioner Bowman that the Request for Certificat. Voting "Aye" Brown, Bowman, Carrington, and Knight.

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

For Week of 01/12/2012 - 01/18/2012

RECOMMENDED FOR:

1. GENERAL SERVICES: JAIL MAINTENANCE FROM FILTER SERVICE COMPANY, TUSCALOOSA, AL, FOR AIR FILTERS.
SAP PURCHASE ORDER # 2000061751 \$7,383.60 TOTAL REFERENCE BID # 105-11
2. INFORMATION TECHNOLOGY FROM CCA FINANCIAL, RICHMOND, VA, FOR LEASE OF EMC DATA DOMAIN/NETWORKER BACKUP SOLUTION. SAP PURCHASE ORDER # 2000061729 \$23,403.30 TOTAL
REFERENCE BID # 96-10
3. COOPER GREEN MERCY HOSPITAL: DATA PROCESSING FROM PHOENIX KIOSK LLC, TEMPLE, AZ, TO PURCHASE TWO (2) KIOSKS VENDOR REGISTRATION SYSTEM MACHINES. SAP PURCHASE ORDER # 2000061738
\$5,014.00 TOTAL
4. ENVIRONMENTAL SERVICES SHADES LINE MAINTENANCE FROM CAHABA TRACTOR COMPANY, PELHAM, AL, PURCHASE ORDER FOR ONE (1) EACH KUBOTA 4 WHEEL DRIVE UTILITY VEHICLE.
SAP PURCHASE ORDER # 2000061797 \$9,954.34 TOTAL
5. ENVIRONMENTAL SERVICES TURKEY CREEK WWTP FROM WOODSON JONES CHEVROLET, FORT PAYNE, AL, PURCHASE ORDER FOR ONE (1) EACH CHEVROLET, COLORADO EXTENDED CAB PICKUP TRUCK.
SAP PURCHASE ORDER # 2000061810 \$15,598.50 TOTAL STATE OF ALABAMA CONTRACT # T191
6. ENVIRONMENTAL SERVICES FIVE MILE CREEK WWTP FROM JIM HOUSE AND ASSOCIATES, BIRMINGHAM, AL, FOR REPAIR OF FLYGT PUMP (INCLUDES PARTS AND LABOR). SAP PURCHASE ORDER # 2000061793
\$13,946.00 TOTAL REFERENCE BID # 193-10
7. ENVIRONMENTAL SERVICES ADMINISTRATION FROM KONE INCORPORATED, BIRMINGHAM, AL, PURCHASE

ORDER FOR ELEVATOR MAINTENANCE ON AS NEEDED BASIS FOR THE PERIOD OF 10/1/11 -9/30/12.

SAP PURCHASE ORDER # 2000061836 \$8,022.00 TOTAL REFERENCE BID # 138-10

8. INFORMATION TECHNOLOGY FROM SOFTWARE HOUSE INTERNATIONAL (SHI), DALLAS, TX, TO PURCHASE DATABASE SOFTWARE FOR THE E-RING PROJECT DATA SERVERS. SAP PURCHASE ORDER # 2000061871
\$68,268.20 TOTAL CLARITY CONTRACT # CON-00002422
9. INFORMATION TECHNOLOGY FROM TEKLINKS, BIRMINGHAM, AL, TO PURCHASE VNX 5700 DATA STORAGE.
SAP PURCHASE ORDER # 2000061860 \$23,164.81 TOTAL REFERENCE BID # 177-11
10. COOPER GREEN MERCY HOSPITAL ADMINISTRATION FROM MEDSPHERE SYSTEMS CORPORATION, CARLSBAD, CA, FOR CLINICAL HEALTH INFORMATION SYSTEM AND FINANCIAL REVENUE CYCLE ENTERPRISE QUARTERLY SUBSCRIPTION. SAP PURCHASE ORDER # 2000059475 \$170,000.00 TOTAL REFERENCE BID # 105-10
11. COOPER GREEN MERCY HOSPITAL (RESPIRATORY) FROM ,, MALLINCKRODT/COVIDIEN, CHARLOTTE, NC, FOR MAINTENANCE SERVICES FOR VENTILATORS. SAP PURCHASE ORDER # 2000061889 \$11,672.12 TOTAL
12. **PULLED FROM PURCHASING MINUTES**
FAMILY COURT YOUTH DETENTION FROM UAB MEDICINE DEPARTMENT OF PEDIATRICS, BIRMINGHAM, AL, TO PAY OUTSTANDING INVOICE FOR OCTOBER-NOVEMBER 2011. OLD CONTRACT EXPIRED SEPTEMBER 30, 2011. BUYER IS NOT AWARE OF CURRENT CONTRACT. SAP PURCHASE ORDER # 2000061827 \$24,335.52 TOTAL
13. **PULLED FROM PURCHASING MINUTES**
COOPER GREEN MERCY HOSPITAL FROM CARE PROFESSIONAL SERVICES, MOBILE. AL, TO PAY OUTSTANDING INVOICES. BUYER IS NOT AWARE OF CURRENT CONTRACT. SAP PURCHASE ORDER # 2000061315 \$41,614.83 TOTAL
14. COOPER GREEN MERCY HOSPITAL FROM CENTRAL PAPER, BIRMINGHAM, AL, TO PAY OUTSTANDING INVOICE 69328. ITEMS RECEIVED PRIOR TO PURCHASE ORDER. SAP PURCHASE ORDER # 2000061885
\$1,289.99 TOTAL
15. INFORMATION TECHNOLOGY FROM CCA FINANCIAL, RICHMOND, VA, FOR LEASE OF DISKXTENDER FOR EMC CENTERA AND VNX 5700 REPLICATION. SAP PURCHASE ORDER #2000061888 \$5,511.24 TOTAL
REFERENCE BID # 96-10

REPORTED FOR:

1. SHERIFF'S DEPARTMENT: BIRMINGHAM FROM NEW WORLD SYSTEMS, TROY, MI, TO PAY INVOICE NUMBER 008370 FOR NEW WORLD SYSTEM PHASE COMPLETION FOR CONNECTIVITY REQUIREMENTS FOR THE STATE IBR PROGRAM. SAP PURCHASE ORDER # 2000061779 \$87,139.91 TOTAL REFERENCE BID # 223-07
CLARITY CONTRACT # CON-00000429
2. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM BECKMAN COULTER, BREA, CA, TO PAY PAST DUE INVOICES FOR METER BILLING FOR CHEMISTRY ANALYZERS. SAP PURCHASE ORDER # 2000061762
\$18,477.77 TOTAL REFERENCE BID # 109-05

For Week of 01/19/2012 - 01/25/2012

RECOMMENDED FOR:

1. COMMUNITY AND ECONOMIC DEVELOPMENT FROM THE BIRMINGHAM NEWS, CHARLOTTE, NC, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR ALL LEGAL AND DISPLAY ADVERTISING SERVICES FOR FISCAL YEAR 2012. SAP PURCHASE ORDER # 2000060449 \$4,000.00 TOTAL
2. COMMUNITY AND ECONOMIC DEVELOPMENT FROM THE BIRMINGHAM TIMES, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR ALL LEGAL AND DISPLAY ADVERTISING SERVICES FOR FISCAL YEAR 2012. SAP PURCHASE ORDER # 2000060451 \$3,500.00 TOTAL
3. COOPER GREEN MERCY HOSPITAL: DATA PROCESSING FROM PHOENIX KIOSKA LLC, TEMPE, AZ, DUE TO SYSTEM ERROR ADD FUNDS TO EXISTING PURCHASE ORDER TO COVER FREIGHT CHARGES FOR TWO (2) KIOSKS VENDOR REGISTRATION SYSTEM MACHINES. SAP PURCHASE ORDER # 2000061738 \$118.00 TOTAL
4. COOPER GREEN MERCY HOSPITAL FROM BEHAVIORAL HEALTH CONCEPTS INCORPORATED, SAN CLEMENTE, CA, TO PAY OUTSTANDING INVOICE, NO. 2396 AND 2407. BUYER IS NOT AWARE OF CURRENT CONTRACT.
SAP PURCHASE ORDER # 2000061309 \$80,675.89 TOTAL
5. **PULLED FROM PURCHASING MINUTES**
COOPER GREEN MERCY HOSPITAL FROM MANAGEMENT, CHESTERFIELD, VA, TO PAY OUTSTANDING INVOICE NO. 20110909, 20111009 AND 20111107. BUYER IS NOT AWARE OF CURRENT CONTRACT. SAP PURCHASE ORDER # 2000061790 \$43,134.00 TOTAL
6. **PULLED FROM PURCHASING MINUTES**
COOPER GREEN MERCY HOSPITAL FROM AUGMENTATION, BIRMINGHAM, AL, TO PAY OUTSTANDING INVOICE NO. 41627, 41816 AND 41716. BUYER IS NOT AWARE OF CURRENT CONTRACT. SAP PURCHASE ORDER # 2000061750 \$7,718.50 TOTAL
7. **PULLED FROM PURCHASING MINUTES**
COOPER GREEN MERCY HOSPITAL FROM CALLAHAN EYE FOUNDATION, BIRMINGHAM, AL, TO PAY OUTSTANDING INVOICES FROM JUNE 2011. BUYER IS NOT AWARE OF CURRENT CONTRACT. SAP PURCHASE ORDER # 2000061991 \$13,495.14 TOTAL

8. **PULLED FROM PURCHASING MINUTES**

COOPER GREEN MERCY HOSPITAL FROM TRC STAFFING SERVICES, ATLANTA, GA, TO PAY OUTSTANDING INVOICE NO. 592060. OLD CONTRACT EXPIRED DECEMBER 31, 2011. BUYER IS NOT AWARE OF CURRENT CONTRACT. SAP PURCHASE ORDER # 2000061961 \$24,335.52 TOTAL

9. GENERAL SERVICES: ADMINISTRATION FROM JOHNSON CONTROLS INCORPORATED, HOOVER, AL, FOR CHILLER REPAIRS AT THE JEFFERSON COUNTY JAIL (BIRMINGHAM). SAP PURCHASE ORDER # 2000062069
\$9,389.09 TOTAL
10. GENERAL SERVICES FROM FILTER SERVICE COMPANY, TUSCALOOSA, AL, FOR AIR FILTERS.
SAP PURCHASE ORDER # 2000062045 \$11,067.96 TOTAL REFERENCE BID # 105-11
11. ENVIRONMENTAL SERVICES ADMINISTRATION FROM BEN ATKINSON MOTORS, TALLASSEE, AL, TO PURCHASE ONE (1) EACH JEEP PATRIOT. SAP PURCHASE ORDER # 2000062062 \$19,146.00 TOTAL
STATE OF ALABAMA CONTRACT # T191
12. ENVIRONMENTAL SERVICES BIOSOLIDS FROM KENWORTH OF BIRMINGHAM, BIRMINGHAM, AL, TO PURCHASE TWO (2) EACH KENWORTH 66K DUMP TRUCKS. SAP PURCHASE ORDER # 2000062024 \$264,512.06 TOTAL
REFERENCE BID # 77-11
13. ENVIRONMENTAL SERVICES TURKEY CREEK WWTP FROM CHUCK STEPHENS AUTOMOTIVE INCORPORATED, BAY MINETTE, AL, TO PURCHASE ONE (1) FORD F 150 TRUCK. SAP PURCHASE ORDER # 2000061988
\$15,610.00 TOTAL STATE OF ALABAMA CONTRACT # T191
14. ENVIRONMENTAL SERVICES FROM UESYSTEMS INCORPORATED, ELMSFORD, NY, FOR ULTRAPROBE 10,000LRM -DIGITAL. SAP PURCHASE ORDER # 2000061930 \$9,995.00 TOTAL
15. ENVIRONMENTAL SERVICES TURKEY CREEK WWTP FROM WOODSON JONES CHEVROLET, FORT PAYNE, AL, TO PURCHASE TWO (2) EACH CHEVROLET COLORADO PICKUP TRUCKS. SAP PURCHASE ORDER #2000062094
\$31,197.00 TOTAL STATE OF ALABAMA CONTRACT # T191
16. INSPECTION SERVICES FROM CHUCK STEPHENS AUTOMOTIVE INCORPORATED, BAY MINETTE, AL, TO PURCHASE THREE (3) FORD F150 PICKUP TRUCKS. SAP PURCHASE ORDER # 2000062028 \$66,255.00 TOTAL
STATE OF ALABAMA CONTRACT # T191A
17. ALL JEFFERSON COUNTY DEPARTMENTS FROM CENTRAL PAPER COMPANY, BIRMINGHAM, AL, TO AWARD BID FOR HOUSEKEEPING SUPPLIES (GROUP VI) FOR THE PERIOD OF 2/1/12 - 1/31/13. REFERENCE BID # 55-12
\$0.00 TOTAL
18. ALL JEFFERSON COUNTY DEPARTMENTS FROM BUDGET JANITORIAL SERVICE, BIRMINGHAM, AL, TO AWARD BID FOR HOUSEKEEPING SUPPLIES (GROUP I - V) FOR THE PERIOD FO 2/1/12 -1/31/13. REFERENCE BID # 55-12
\$0.00 TOTAL
19. ENVIRONMENTAL SERVICES FROM CAPITOL CHEVROLET, MONTGOMERY, AL, FOR ONE (1) EACH CHEVROLET SUBURBAN UTILITY VEHICLE. SAP PURCHASE ORDER # 2000061232 \$34,734.35 TOTAL
STATE OF ALABAMA CONTRACT # T191
20. ENVIRONMENTAL SERVICES VILLAGE MAINTENANCE SHOP FROM VIBALIGN INCORPORATED, HOOVER, AL, FOR BALANCE AND ALIGN FOR FOUR (4) RAW SEWAGE PUMPS. SAP PURCHASE ORDER # 2000061257
\$7,000.00 TOTAL
21. ENVIRONMENTAL SERVICES - TURKEY CREEK WWTP FROM J H WRIGHT AND ASSOCIATES, DAPHNE, AL, FOR IMPELLER, RING AND BEARING HOUSING FOR FAIRBANKS MORSE PUMP. SAP PURCHASE ORDER # 2000061261
\$7,377.00 TOTAL REFERENCE BID # 52-12
22. ENVIRONMENTAL SERVICES - CAHABA RIVER WWTP FROM BEN ATKINSON MOTORS INCORPORATED, TALLASSEE, AL, PURCHASE ORDER FOR ONE (1) EACH FORD F550 TRUCK WITH CRANE BODY.
SAP PURCHASE ORDER # 2000061276 \$65,735.00 TOTAL STATE OF ALABAMA CONTRACT # T193A

REPORTED FOR:

1. ROADS AND TRANSPORTATION ADMINISTRATION FROM ADEM/PERMITS AND SERVICES DIVISION, MONTGOMERY, AL, FOR ADEM PERMITS FOR THE FISCAL YEAR 2012. SAP PURCHASE ORDER # 2000060903
\$6,825.00 TOTAL
2. BOARD OF REGISTRARS OFFICE FROM U S POSTAL SERVICE, BIRMINGHAM, AL, PAYMENT FOR POSTAGE FOR VOTER CARD MAILOUT, PERMIT NO. 1907. SAP PURCHASE ORDER # 2000062002 \$30,000.00 TOTAL
3. COOPER GREEN MERCY HOSPITAL (STORES) FROM B. BRAUN, PHILADELPHIA, PA, TO PAY FOR INTROCAN CATHETERS ALREADY ORDERED. SAP PURCHASE ORDER # 7000007475 \$5,109.12 TOTAL
4. COOPER GREEN MERCY HOSPITAL (STORES) FROM HOSPIRA WORLDWIDE, CHICAGO, IL, TO PAY FOR SOLUTIONS AND SETS ALREADY ORDERED 1/25/12. SAP PURCHASE ORDER # 7000007510 \$5,747.04 TOTAL

AMERINET CONTRACT # VH10189

5. COOPER GREEN MERCY HOSPITAL (STORES) FROM FLEETWOOD FINANCIAL, SUMMIT, NJ, TO PAY INVOICES FOR RADIOGRAPHIC EQUIPMENT LEASE. SAP PURCHASE ORDER # 2000061868 \$14,782.56 TOTAL
6. COOPER GREEN MERCY HOSPITAL (PATHOLOGY) FROM UAHSF-MANAGEMENT SERVICES ORGANIZATION (PATHOLOGY OUTREACH), BIRMINGHAM, AL, TO PAY INVOICES FOR FLOW CYTOMETRY INTERPRETATIONS. SAP PURCHASE ORDER # 2000062066 \$8,174.00 TOTAL REFERENCE BID # 42-10

For Week of 01/26/2012 - 02/01/2012

RECOMMENDED FOR:

1. ENVIRONMENTAL SERVICES VILLAGE CREEK ELECTRICAL SHOP FROM STIVERS FORD LINCOLN, MONTGOMERY, AL, PURCHASE ORDER FOR TWO (2) EACH FORD F150 PICKUP TRUCKS. SAP PURCHASE ORDER # 2000062099 \$35,504.20 TOTAL STATE OF ALABAMA CONTRACT # T191A
2. REVENUE DEPARTMENT FROM NCP INCORPORATED, BIRMINGHAM, AL, FOR THE PRINTING AND MAILING OF TAX COUPON BOOKS FOR THE PERIOD OF 10/1/11 - 9/30/12. SAP PURCHASE ORDER # 2000062138 \$80,000.00 TOTAL REFERENCE BID #142-10
3. ENVIRONMENTAL SERVICES - VILLAGE MAINTENANCE SHOP FROM ECO-TECH INCORPORATED, HOLLY SPRINGS, GA, FOR YOKES THAT OPEN AUTOMATIC VALVES ON PUMPS. SAP PURCHASE ORDER # 2000062154 \$5,795.00 TOTAL
4. ENVIRONMENTAL SERVICES FROM NATIONAL ASSOCIATION OF CLEAN WATER AGENCIES, POTOMAC FALLS, VA, TO PAY INVOICE FOR ANNUAL MEMBERSHIP DUES FOR JEFFERSON COUNTY IN THE NATIONAL ASSOCIATION OF CLEAN WATER AGENCIES (NACWA). SAP PURCHASE ORDER # 2000062155 \$18,500.00 TOTAL
5. ENVIRONMENTAL SERVICES VILLAGE CREEK WWTP FROM THOMPSON TRACTOR, BIRMINGHAM, AL, PURCHASE ORDER TO FURNISH MATERIALS AND LABOR TO CHANGE THE OIL AND COOLANT IN EIGHT (8) CATERPILLAR INDUSTRIAL GENERATORS. SAP PURCHASE ORDER # 2000062202 \$199,720.00 TOTAL REFERENCE BID # 57-12
6. **PULLED FROM PURCHASING MINUTES**
JEFFERSON REHABILITATION AND HEALTH CENTER FROM SELF MAPLES, ONEONTA, AL, TO PAY INVOICE NO. 81115. BUYER IS NOT AWARE OF CURRENT CONTRACT. SAP PURCHASE ORDER # 2000062207 \$5,012.02 TOTAL
7. ENVIRONMENTAL SERVICES LINE MAINTENANCE FROM ADS LLC. BIRMINGHAM, AL, FOR FLOWMETER MONITORING PARTS. SAP PURCHASE ORDER # 2000062215 \$19,116.66 TOTAL REFERENCE BID # 97-11
8. COOPER GREEN MERCY HOSPITAL FROM RETINA MEDICAL SERVICES, BIRMINGHAM, AL, TO PAY INVOICES FROM OCTOBER 2010-NOVEMBER 2011. BUYER IS NOT AWARE OF CURRENT CONTRACT. SAP PURCHASE ORDER # 2000062173 \$6,575.00 TOTAL
9. COOPER GREEN MERCY HOSPITAL DATA PROCESSING FROM RMS OMEGA TECHNOLOGIES INCORPORATED, WHITE MARSH, MD, TO AWARD BID FOR HEALTHCARE EQUIPMENT/DEVICES FOR THE PERIOD OF 2/14/12 - 9/30/12. REFERENCE BID # 22-12R \$0.00 TOTAL
10. COOPER GREEN MERCY HOSPITAL DATA PROCESSING FROM TEKLINKS INCORPORATED, BIRMINGHAM, AL, TO PURCHASE AND IMPLEMENT CISCO EQUIPMENT THROUGHOUT THE HOSPITAL FOR WIRELESS ACCESS. SAP PURCHASE ORDER # 2000062251 \$210,000.00 TOTAL REFERENCE BID # 137-10
11. ENVIRONMENTAL SERVICES SEWER LINE MAINTENANCE FROM KENWORTH OF BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER DUE TO MODEL YEAR 2013 MANUFACTURING PRICE INCREASE. SAP PURCHASE ORDER # 2000061206 \$8,696.87 TOTAL REFERENCE BID # 67-11
12. **PULLED FROM PURCHASING MINUTES**
COOPER GREEN MERCY HOSPITAL FROM TRC STAFFING SERVICES. ATLANTA, GA, TO PAY INVOICE #593487. BUYER IS NOT AWARE OF CURRENT CONTRACT. SAP PURCHASE ORDER # 2000062214 \$1,069.20 TOTAL

REPORTED FOR:

1. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM BECKMAN COULTER, PALATINE, IL, TO PAY PAST DUE INVOICES FOR CHEMISTRY ANALYZER LEASE - INVOICE #5252946 DATED 12/1/11. SAP PURCHASE ORDER # 2000062118 \$17,667.85 TOTAL REFERENCE BID # 203-10R
2. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM BECKMAN COULTER, PALATINE, IL, TO PAY PAST DUE INVOICES FOR HEMATOLOGY ANALYZER LEASE (INVOICE #5252268. 11/26/11). SAP PURCHASE ORDER # 2000062115 \$6,200.24 TOTAL REFERENCE BID # 204-10
3. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM BECKMAN COULTER, PALATINE, IL, TO PAY PAST DUE INVOICES FOR CHEMISTRY ANALYZER LEASE (INVOICE # 5247159. 10/01/11). SAP PURCHASE ORDER # 2000062114

- \$17,667.85 TOTAL REFERENCE BID # 203-1 OR
4. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM BECKMAN COULTER, PALATINE, IL, TO PAY PAST DUE INVOICES FOR CHEMISTRY ANALYZER LEASE (INVOICE #5234491, 6/01/11). SAP PURCHASE ORDER # 2000062112
\$17,667.85 TOTAL REFERENCE BID # 203-1 OR
5. COOPER GREEN MERCY HOSPITAL (ADMINISTRATION) FROM NIHON KOHDEN AMERICA INCORPORATED, CHICAGO, IL, TO PAY INVOICES FOR EEG-1200 AGREEMENT RENTAL BILLING. SAP PURCHASE ORDER # 2000061676
\$8,722.53 TOTAL
6. COOPER GREEN MERCY HOSPITAL (MULTIPLE) FROM STERIS CORPORATION, MENTOR, OH, TO PAY PAST DUE INVOICES FOR GOODS AND SERVICES AS ORDERED BY CGMH STAFF, INCLUDES INVOICE #58830995, #58855784, #3923677 AND #59019721. SAP PURCHASE ORDER # 2000062153 \$5,901.23 TOTAL.
7. **PULLED FROM PURCHASING MINUTES**
JEFFERSON REHABILITATION AND HEALTH CENTER FROM IVANS, BIRMINGHAM, AL, TO PAY INVOICE #11D0219916 AND #11D0213299. BUYER IS NOT AWARE OF CURRENT CONTRACT. SAP PURCHASE ORDER # 2000062205 \$213.50 TOTAL
8. **PULLED FROM PURCHASING MINUTES**
COOPER GREEN MERCY HOSPITAL ADMINISTRATION FROM GREATER BIRMINGHAM TRANSPORTATION SACS, BIRMINGHAM, AL, TO PAY INVOICE #13709 AND # 19004. BUYER IS NOT AWARE OF CURRENT CONTRACT. SAP PURCHASE ORDER # 2000062159 \$332.50 TOTAL
9. INFORMATION TECHNOLOGY FROM LATG, NEW ORLEANS, LA, TO PAY INVOICE (35747-Y3-RE) FOR DATA CENTER MAINTENANCE OF EQUIPMENT AND SOFTWARE FOR THE PERIOD OF 10/1/11 - 1/4/12.
SAP PURCHASE ORDER # 2000062229 \$18,365.16 TOTAL REFERENCE BID # 221-09
10. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM FISHER SCIENTIFIC, ATLANTA, GA, TO PAY INVOICES FOR CHEMISTRY ANALYZER SUPPLIES. SAP PURCHASE ORDER # 2000062275 \$200,000.00 TOTAL
REFERENCE BID # 203-1OR
11. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM THERMOFISHER SCIENTIFIC, CINCINNATI, OH, TO PAY INVOICES FOR CHEMISTRY ANALYZER. SAP PURCHASE ORDER # 2000062274 \$15,000.00 TOTAL
REFERENCE BID # 203-1 OR

ADDENDUM 1

RECOMMENDED FOR:

1. INFORMATION TECHNOLOGY FROM CCA FINANCIAL, RICHMOND, VA, TO LEASE BROCADE FIBER CHANNEL HARDWARE. SAP PURCHASE ORDER # 2000062291 \$19,065.88 TOTAL REFERENCE BID # 96-10
2. INFORMATION TECHNOLOGY FROM CCA FINANCIAL, RICHMOND, VA, TO LEASE BLADE SERVERS AND CHASSIS. SAP PURCHASE ORDER # 2000062293 \$74,355.52 TOTAL REFERENCE BID # 96-10
3. TAX ASSESSOR: BESSEMER FROM DYNAMIX GROUP, BIRMINGHAM, AL, TO PURCHASE NETWORK SWITCH AND COMPONENTS. SAP PURCHASE ORDER # 2000062296 \$26,683.00 TOTAL REFERENCE BID # 62-12

ADDENDUM 2

RECOMMENDED FOR:

1. INFORMATION TECHNOLOGY FROM CCA FINANCIAL, RICHMOND, VA, TO REDUCE THE QUARTERLY LEASE PAYMENTS BY \$11,909.76 FOR THE BLADE SERVERS AND CHASSIS. SAP PURCHASE ORDER # 2000062293
\$62,445.76 TOTAL REFERENCE BID # 96-10
2. INFORMATION TECHNOLOGY FROM DYNAMIX GROUP, BIRMINGHAM, AL, TO PURCHASE TWO (2) SERVERS FOR THE E-RING PROJECT. SHOPPING CART # 10000174082 AND # 10000174090 \$54,224.00 TOTAL
REFERENCE BID # 62-12

Motion was made by Commissioner Brown seconded by Commissioner Bowman that Purchasing Minutes be approved. Voting "Aye" Brown, Bowman, Carrington, and Knight.

Feb-14-2012-75

WHEREAS, Jefferson County desires to obtain from its vendors the lowest unit price for goods and services; and
WHEREAS, the County has historically limited its contracts to a one year term with an option for two, one year renewals; and
WHEREAS, it appears in some cases that the County may achieve a lower unit prices from its vendors if the term of an initial contract is longer than one year.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Manager, Finance

Director and Purchasing Coordinator are hereby authorized to negotiate with vendors for the lowest unit price for goods and services by extending the initial term of contracts when appropriate up to the maximum permitted by Alabama law.

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

Feb-14-2012-76

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 Computer Products & Supplies International to provide CA Antivirus license for the period December 31, 2011 - December 30, 2012 in the amount of \$2,091.

CONTRACT NO.: 00003355

Contract Amendment No. 1

This Amendment to Contract entered into the 17th day of November 2011 between Jefferson County, Alabama, hereinafter referred to as 'the County. and Computer Products and Supplies International hereinafter referred to as the "Contractor" to provide CA AntiVirus License.

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 Commission on December 14, 2010 and recorded in Minute Book 161, Page 110 - 112 is hereby amended as follows:

Item 3. Amend Term: December 31, 2011 - December 30, 2012

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

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

Jefferson County Commission

CONTRACTOR

Sandi Falsetti,

National Accounts Manger

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

Feb-14-2012-77

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 1 to the Agreement with GHA Technology, Inc. to provide software maintenance for Solar Wind Net Flow Traffic Analyzer module for the period February 1, 2012 - January 31, 2013 in the amount of \$5,621.

CONTRACT NO.: 00003357

Contract Amendment No. 1

This Amendment to Contract entered into the 29th day of November 2011 between Jefferson County, Alabama, hereinafter referred to as "the County, and GHA Technology Inc hereinafter referred to as the "Contractor" to provide Software Maintenance Solar wind Net flow Traffic Analyer.

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 pastes referenced above, which was approved by the Commission on February 22, 2011 and recorded in Minute Book 161. Page 291 - 292 is hereby amended as follows:

Item 3. Amend Term: February 1, 2012 - January 31, 2013

Item 2. Amend Scope of Service:

ITEM NUMBER	QTY	PRODUCT DESCRIPTION	ANNUAL PRICE	
SKU 1025	1	Orion Network Performance Monitor SL500 Maint for 1 Yr - 1 server, 500 elements-Win	\$ 1,498.00	\$ 1,498.00
SKU 3058	1	Orion Net flow Traffic Analyzer Module for Orion SL500 Maintenance for 1 ear-1 server-Win	\$ 1,060.00	\$ 1,060.00
SKU 3003	6	SolarWinds Engineer's Toolset Maintenance for 1 ear-1 user - Win	\$ 349.00	\$ 2,094.00
SKU 4810	1	SolarWinds Maint Technical support 1 year for Orion Application Performance Monitor	\$ 969.00	\$ 969.00
Item 4. Amend Compensation:				\$ 5,621.00

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

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

Jefferson County Commission

CONTRACTOR

Thomas Onash, Sales Representative

GHA Technologies Inc.

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

Feb-14-2012-78

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 En Point Technologies Sales, Inc. to provide annual maintenance and support for VMWare server operating systems for the period February 1, 2012 - January 31, 2013 in the amount of \$21,001.93.

CONTRACT NO.: 00003409

Contract Amendment No. 1

This Amendment to Contract entered into the 9th day of December 2011, between Jefferson County, Alabama, hereinafter referred to as "the County, and En Pointe Technologies Sales Inc., hereinafter referred to as the "Contractor" to provide Maintenance and support for VMWare.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

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

This contract results from Jefferson County's request for Bid No. 1-11. The original contract between the parties referenced above, which was approved by the Commission on April 12, 2011 and recorded in MB 161, Page 462 - 464 is hereby amended as follows:

Item 3. Amend Term of Contract: December 8, 2011 to December 7, 2012

Item 5. Amend Term of Compensation:

PART NO.	DESCRIPTION	Qty	UNIT PRICE	ANNUAL PRICE
VS5-ENT-P-SSS-C =5648AM	Production Support Coverage Vmware vSphere, 5 Enterprise for 1 processor (with 64 GB vRAM entitlement per processor)	30	\$ 660.53	\$ 19,815.90
VCS5-STD-P-SSS-C =5649AM	Production Support Coverage Vmware vCenter Server, 5 Standard for vSphere 5 (Per Instance)	1	\$ 1,147.44	\$ 1,147.44
WS-G-SSS-C =5647AM	Basic Support Coverage Vmware Workstation 8 for Linux and Windows, ESD	1	\$ 38.59	\$ 38.59
SUBTOTAL				\$ 21,001.93

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

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

Jefferson County Commission

CONTRACTOR

Ali Mughal, Account Manager

EnPointe Technologies Sales Inc.

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

Feb-14-2012-79

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Agreement between Jefferson County, Alabama and TekLink, Inc. to provide data migration services for the VNX-5700 storage unit for the period February 1, 2012 - January 31, 2013 in the amount of \$16,189.87.

CONTRACT NO: 3473

PROFESSIONAL & MAINTENANCE/SUPPORT SERVICES CONTRACT

THIS AGREEMENT entered into this 12th January 2012, by and between Jefferson County Alabama, hereinafter called "the County", and TEKLINK INCORPORATED called "the Contractor". The effective date of this agreement shall be February 1, 2012.

WHEREAS, the County desires to contract for Professional & Maintenance/support services to the Jefferson County Commission, hereinafter called "the County"; and

WHEREAS, the Contractor desires to furnish said Professional & Maintenance/support services to the Information Technology 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 Jefferson County's Request for RFP No. 177-1 1 VNX 5700 Data Storage Upgrade. The RFP describes the scope of services called for and the Response contains the statements and representations of the Contractor, thereto. The entire response from TEKLINK INCORPORATED constitutes essential components of this Contract and is adopted herein by reference. Those two components and this CONTRACT document constitute the entire agreement between the parties. The Scope of Professional & Maintenance/support services are as follows:

QTY	DESCRIPTION	PRICE
1	To migrate 1 TB of data off the boot volumes from the EMC DMX 2000 to the VNX 5700 S stem, Part No. TEK-PS-BAS-1 TBMIG	\$ 5,000.00
1	Annual Maintenance & Support for VNX 5700 Data Storage, Part No. M-PRESW-00 1	\$ 11,189.87
GRAND TOTAL		\$ 16,189.87

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 January 31, 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 overall disputes arising under this Agreement shall be the Circuit Court of Jefferson County Alabama, Birmingham

Division.

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

James Fisher, Enterprise Corporate Account Manager

Teklink Incorporated Representative

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

Feb-14-2012-80

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Agreement between Jefferson County, Alabama and Strategic Allied Technologies, Inc. to provide services , maintenance and support for EMC Data Domain/Networker Systems for the period February 1, 2012 - January 31, 2013 in the amount of \$17,186.

CONTRACT NO: 3482

PROFESSIONAL & MAINTENANCE/SUPPORT SERVICES CONTRACT

THIS AGREEMENT entered into this 12th January 2012, by and between Jefferson County Alabama, hereinafter called "the County", and STRATEGIC ALLIED TECHNOLOGIES, INC. called "the Contractor". The effective date of this agreement shall be February 1, 2012.

WHEREAS, the County desires to contract for Professional & Maintenance/support services to the Jefferson County Commission, hereinafter called "the County"; and

WHEREAS, the Contractor desires to furnish said Professional & Maintenance/support services to the Information Technology 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 State of Alabama Bid #T-600. The contract describes the scope of professional service and maintenance and support called for and the response contains the statements and representations of the Contractor, thereto. This contract documents constitute the line items in state bid T-600 referenced agreement between the parties. The Scope of Professional & Maintenance/Support Services are as follows:

DESCRIPTION	PRICE
Professional Services for EMC Data Domain/Networker, Part No. SAT-PSNWDDBDL-122811	
to include the following:	
Part No. PS-BAS-NW, EMC Networker Basic Quickstart	
Part No. PS-BAS-NWDD, Networker Data Domain Device Service	
Part No. PS-BAS-DD06, DD DDR With 1 to 6 Shelves	\$ 17,186.00
Annual Maintenance and Software Support, Part No. SAT-MNWDDBDL-122811	\$ 0.00
GRAND TOTAL	\$ 17,186.00

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 I Contract term expires on January 31, 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 overall disputes arising under this Agreement shall be the Circuit Court of Jefferson County Alabama, Birmingham Division.
6. STATEMENT OF CONFIDENTIALITY: Contractor agrees that any information accessed or gained in performance of those duties will be maintained in absolute confidence and will not be released, discussed, or made known to any party or parties for any reason whatsoever, except as required in the conduct of duties required, or where disclosure is required by law or mandated by a court of law.
7. COMPENSATION: The Contractor shall be compensated 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

Robin Schlosser, Account Manager

Strategic Allied Technologies, Inc Representative

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

Feb-14-2012-81

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Agreement between Jefferson County, Alabama and TekLink, Inc. to provide maintenance and support for DiskXtender for EMC Center storage unit for the period February 1, 2012 - January 31, 2013 in the amount of \$16,113.79.

CONTRACT NO: 3484

PROFESSIONAL & MAINTENANCE/SUPPORT SERVICES CONTRACT

THIS AGREEMENT entered into this 12th January 2012, by and between Jefferson County Alabama, hereinafter called "the County", and TEKLINK INCORPORATED called "the Contractor". The effective date of this agreement shall be February 1, 2012.

WHEREAS, the County desires to contract for Professional & Maintenance/support services to the Jefferson County Commission, hereinafter called "the County"; and

WHEREAS, the Contractor desires to furnish said Professional & Maintenance/support services to the Information Technology 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 Jefferson County's Request for RFP No. 37-12 DiskXTender for EMC Centera & VNX 5700 Replication. The RFP describes the scope of services called for and the Response contains the statements and representations of the Contractor, thereto. The entire response from TEKLINK INCORPORATED constitutes essential components of this Contract and is adopted herein by reference. Those two components and this CONTRACT document constitute the entire agreement between the parties. The Scope of Professional & Maintenance/support services are as follows:

DESCRIPTION	PRICE
EMC implementation for DiskXtender for windows, Part No. PS-BAS-DXW	\$ 10,737.93
Annual Enhanced Software Support for DiskXtender, Part No. M-ENHSWL-004	\$ 5,375.86
GRAND TOTAL	\$ 16,113.79

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 January 31, 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 overall disputes arising under this Agreement shall be the Circuit Court of Jefferson County Alabama, Birmingham Division.
6. STATEMENT OF CONFIDENTIALITY: Contractor agrees that any information accessed or gained in performance of those duties will be maintained in absolute confidence and will not be released, discussed, or made known to any party or parties for any reason whatsoever, except as required in the conduct of duties required, or where disclosure is required by law or mandated by a court of law.
7. COMPENSATION: The Contractor shall be compensated 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

James Fisher, Enterprise Corporate Account Manager

Teklink Incorporated Representative

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

Feb-14-2012-82

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and IBM for acquisition of Data Center equipment (network switch) at no cost.

IBM Customer Agreement Attachment for Transfer of Products Supplement for Transfer of Products

The terms of this Supplement for Transfer of Products ("Supplement") are in addition to either the IBM Agreement for Truer of Products or the IBM Customer Agreement Attachment for Transfer of Products in effect between Cistom-er and IBM and referenced below.

IBM agrees to provide the Transferred Products specified herein to Customer under the terms of the IBM Agreement for Transfer of Products or the IBM Customer Agreement Attachment for Transfer of Products, as applicable and this Supplement.

Signatures are not required on this Supplement unless requested by either party.

Customer accepts the terms of this Supplement upon signature or receipt of a Transferred Product specified in the Transferred Products Table below.

Trassferred Products

Quantity	Product Number	Description	Serial Number - if applicable
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This Supplement and the IBM Agreement for Transfer of Products or the IBM Customer Agreement Attachment for Transfer of Products, as applicable, comprise the complete agreement regarding this transaction, and replace any prior oral or written communications between Customer and IBM. In entering into this Supplement, neither party is relying on any representation that is not specified in this Supplement or the Agreement or Attachment, as applicable, including without limitation any representations concerning: i) performance or function of any Product, other than as warranted in the Agreement or Attachment; ii) the experiences or recommendations of other parties; or iii) results or savings Customer may achieve. Additional or different terms in any written communication from Customer (such as a purchase order) are void.

Each party accepts, on behalf of its Enterprise, the terms of this Supplement. Once accepted, i) any reproduction of this Supplement made by reliable means (for example, electronic image, photocopy, or facsimile) is considered an original. and ii) this transaction is subject to it.

Agreed to:

Jefferson County ("Customer")

W. C. Carrington, President

Agreed to:

International Business Machines Corporation ("IBM")

IBM Customer Agreement
Attachment for Transfer of Products

The terms of this IBM Customer Agreement Attachment for Transfer of Products ("Attachment") are in addition to the IBM Customer Agreement (or any equivalent agreement in effect between Customer and IBM) identified below ("Agreement") A Product becomes subject to this Attachment when the Product specified in an IBM Supplement for Transfer of Products ("Supplement") is transferred to Customer by IBM. Customer accepts the terms of this Attachment by signing it.

1. Product Transfer

IBM provides each Transferred Product to Customer without charge.

Non-IBM Products are subject to the terms of any applicable licenses or other agreements provided by the manufacturers of those Products.

2. Definitions

Transferred Machine - a Machine provided to Customer under the terms of this Attachment.

Transferred Product - any Machine, Upgrade, or Program specified in a Supplement.

Upgrade - a change to the configuration or function of an installed Product, including, without limitation, the addition of a feature or the conversion of a feature or model.

3. Public Institutions

If Customer is a government entity, Customer represents that IBM's offer and Customer's acceptance of a Transferred Product is not in conflict with any laws or regulations to which Customer is subject. Furthermore, Customer understands and hereby acknowledges that IBM's offer of a Transferred Product is being made with no obligation whatsoever on Customer's part, except to comply with the terms and conditions of this Agreement and any licenses or other agreements that are provided with each Transferred Product.

4. Programs

IBM Programs are owned by International Business Machines Corporation, one of its subsidiaries, or a third party, and are copyrighted and licensed under the terms of the license agreement provided to Customer with each Program. For purposes of this Attachment, IBM Programs do not include any IBM Programs licensed under the terms of the IBM Customer Agreement.

Any non-IBM Program provided to Customer under terms of this Attachment is licensed by the license agreement provided to Customer with the non-IBM Program.

Customer accepts the terms of the license for a Program according to the method specified in the license.

4.1 Compliance Verification

IBM's right to verify Customer's compliance with the terms of the Agreement (including this Attachment and its Supplements) relating to Customer's use of Programs extends to all sites and for all environments in which Customer installs or uses Programs for any purpose. IBM may use an independent auditor to assist with such verification, provided IBM has a written confidentiality agreement in place with such auditor.

Customer agrees to create, retain, and provide to IBM and its auditors written records, system tools outputs, and other system information sufficient to provide auditable verification that Customer's installation and use of Programs complies with the Agreement terms,

including IBM's applicable licensing and pricing terms, if applicable. IBM will notify Customer in writing if any such verification indicates that Customer is not in compliance with Agreement terms. The rights and obligations in this section remain in effect during the period any Programs are licensed to Customer and for two years thereafter.

5. Tax Responsibilities

IBM provides each Transferred Product to Customer without charge. Customer is, however, responsible for payment of any taxes, including but not limited to personal property taxes, resulting from receipt of such Transferred Product from IBM, except for those taxes legally owed by IBM as a result of such transfer. IBM does not provide accounting, tax, or legal advice to its customers. It is the Customer's responsibility to obtain advice regarding the implications of any transaction before entering into such transaction.

6. Termination

Either party may terminate this Attachment by providing the other party with written notice. Under such termination, the Attachment will terminate following the terminating party's completion of all obligations specified herein. Upon such termination, any Transferred Machine shall remain the property of Customer, and licenses for Programs provided to Customer under terms of this Attachment continue, subject to compliance with the terms of the applicable license agreement.

Any terms of this Attachment which, by their nature, extend beyond Attachment termination remain in effect until fulfilled and apply to both parties' respective successors and assignees.

This Attachment, including its Supplements, and the IBM Customer Agreement (or any equivalent agreement signed by Customer and IBM) comprise the complete agreement regarding IBM Transfer of Product transactions and replace any prior oral or written communications between Customer and IBM. In entering into this Attachment, neither party is relying on any representation that is not specified in the Attachment, a Supplement, or the IBM Customer Agreement (or any equivalent agreement signed by Customer and IBM), including without limitation any representations concerning: (a) performance or function of any Product, other than as warranted in the Attachment; (b) the experiences or recommendations of other parties; or (c) results or savings Customer may achieve. Additional or different terms in any written communication from Customer (such as a purchase order) are void.

Each party accepts, on behalf of its Enterprise, the terms of this Attachment by signing this Attachment (or another document that incorporates it by reference) by hand or electronically. Once signed, (a) any reproduction of this Attachment made by reliable means (for example, electronic image, photocopy or facsimile) is considered an original, and (b) all Transferred Products provided under this Attachment are subject to it.

Agreed to:

Jefferson County ("Customer")

W. D. Carrington, President

Agreed to:

International Business Machines Corporation ("IBM")

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

Feb-14-2012-83

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Sales Agreement and Statement of Work between Jefferson County, Alabama and Dynamix Group, Inc. to provide maintenance and support for Data Center hardware (IBM Black Chassis, Blade servers and BNT network switch) in the amount of \$20,888.

ITB/RFP Sales Agreement

Dynamix Group, Inc. (we, us, our) agrees to sell Products and Services to Jefferson County, Alabama (you. your) described in your ITB 62-12 only under the terms and conditions of this sales agreement (Agreement).

1. Definitions

Bid is our written reply to your ITB which contains answers to your questions, project plans, Product and Service pricing, Statements of Work, terms and conditions, and any other information necessary to respond to the requirements of your ITB.

Deliverable is a literary work or other work of authorship (such as a computer software program, program listing, programming tool, documentation, report, drawing, and similar work) that we develop as part of a Service.

Education is classroom or self guided instruction including related learning aids.

Machine is a machine, its features, conversions, upgrades, elements, or accessories, or any combination of them.

Program is a computer software program, whether pre-loaded on a Machine or provided separately. including related licensed materials such as documentation.

Product is a Machine, Program, Education or Third Party Service.

ITB is your written Invitation to Bid, Request for Proposal, or similar solicitation which sets out the requirements and terms and conditions for your procurement of Products and Services.

Service is the work we perform and any Deliverables we develop according to a Statement of Work.

Statement of Work is a written description of the work to be performed and the Deliverables to be developed.

Third Party Service is a service that is performed by a third party provider under the terms and conditions of their service agreement.

2. Agreement Structure

Transaction Documents

Your ITB and our Bid, including any Statements of Work, confirm specific details of this business transaction and are Transaction Documents that become an integral part of this Agreement.

Orders

You order Products and Services by issuing a written order to us, and in the case of Services, by signing our Statement of Work. It may also be necessary to sign third party agreements to order certain Products. Products and Services become subject to this Agreement when we accept your order by either sending you a written acceptance or by providing the Products and Services to you. Confirmation of our receipt of your order does not constitute our acceptance of your order.

Conflicting Terms

If there is a conflict among the terms in the various documents, those of your ITB prevail over those in this sales agreement document. The terms of our Bid prevail over those of both of these documents.

3. Prices and Payment

We invoice Products when they are shipped, or in the case of Third Party Services, when the order is accepted and the Third Party Services commence. We invoice Services as they are completed in accordance with the Statement of Work. All amounts are due within 30 days of the invoice date. Amounts past due will be assessed a late payment charge of 1.5% per month.

In addition to the price of Products and Services, you agree to pay any applicable sales, use or similar taxes, fees or duties (unless you or your lessor supply exemption documentation prior to invoicing), late payment charges, shipping charges, and actual, reasonable travel and out-of-pocket expenses incurred by us or our subcontractors as part of performing the Services. Those expenses shall be reimbursed but shall never include reimbursement for alcohol or first class air fare. Expenses shall be kept within the GSA recommended guidelines so long as you ensure that safe, clean accommodations can be secured near the your location at the specified GSA recommended rates. Except for Machines that the manufacturer agrees to set-up, installation is not included in the price of a Product.

4. Assignment

Except as permitted below, neither you nor we may assign this Agreement, in whole or in part, without the prior written consent of the other. Any attempt to do so is void. Neither you nor we will unreasonably withhold such consent. The assignment of the Agreement within the legal entity of which either you or we are a part or to a successor organization by merger or acquisition does not require the consent of the other. We are also permitted to assign our rights to payments under this Agreement without obtaining your consent. If we are notified in writing prior to invoicing, you are also permitted to assign your right to purchase from and your obligation to pay us to IBM Credit, LLC without obtaining our consent. We must however, consent to all other purchase assignments to other lessors or financing companies.

5. Responsibilities

Both you and we agree that under this Agreement: a) neither will bring a legal action arising out of or relating to this agreement more than two years after the act or omission that gives rise to a claim; and b) neither is responsible for failure to fulfill any obligations due to causes beyond each other's control. We reserve the right to assign our personnel and we may subcontract Services, or any part of them, to our subcontractors subject to your approval. You agree: x) to acquire Products only for your own use, and not for resale, remarketing or leasing; y) that you are solely responsible for the results obtained from the use of the Products and Services;; and z) to comply with all applicable export and import laws and regulations. You and we may have additional responsibilities as described in a Transaction Document.

Title and Risk of Loss

We transfer title to you or, if you choose, your lessor upon shipment. You hereby grant us a purchase money security interest in Products to secure the payment of all amounts due. For a Machine feature, conversion, or upgrade involving the removal of parts that become our property, you hereby grant us a purchase money security interest to secure the payment of the amounts due and the return of the removed parts. You hereby authorize us to file the appropriate documents, including UCC financing statements to perfect such purchase money security interest.

We bear the risk of loss for Products until they are delivered to you. Thereafter, you assume the risk. However, you agree a) upon delivery, to note any missing items or obvious shipping damage on the bill of lading and report this to us immediately; b) subsequently, within 10 business days of delivery, to inspect Products and report any discovered damage in writing to us; and c) to follow our related instructions. Otherwise, you are liable for any loss we cannot recover.

7. License and Ownership

Programs are copyrighted and licensed (not sold) to you and are subject to the terms of any license agreements applicable to them. You accept the terms of the license for a Program according to the method specified in the license.

8. Third Party Service Agreements

We are an independent contractor authorized to sell Third Party Services and are not the third party provider's legal representative, franchisee, or agent for any purpose. Any Third Party Services agreements are agreements between you and the third party provider and are not part of this Agreement.

9. Warranty

Any Product warranties are provided directly by the manufacturer or third party provider to you. Unless otherwise provided in writing, used Machines are provided "as is" and do not have warranties of any kind. We warrant that we are authorized to sell Products. We warrant that we will perform Services using reasonable care and skill and that the Services will conform substantially to the description (including completion criteria) in the Statement of Work. THESE WARRANTIES ARE YOUR EXCLUSIVE WARRANTIES AND WE MAKE NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. We do not warrant uninterrupted or error-free operation of any Product or Service or that any Product or Service you acquire from us will meet your business needs.

10. Cancellations, Returns and Discontinuances

All orders are fulfilled in a custom manner. Except for Third Party Services, orders for Products may be cancelled prior to their shipment if you agree to pay a cancellation charge not to exceed 5% of the price of the cancelled item. Orders for Third Party Services cannot be cancelled once they have been accepted by the third party provider.

Products which are defective and cannot be installed will be repaired or replaced. All other Product sales are final unless you request and we agree (at our sole discretion) to accept a return within 30 days of delivery. If approved, we will issue you a return merchandise authorization (RMA). However, Product returns are limited by our suppliers' return policies, and opened or installed Products are not returnable. Shipping charges are not refundable.

Third Party Services may be discontinued only in accordance with the terms of their agreements. The amount of any eligible refund will be prorated based upon any supplier credit we receive. Services may be discontinued upon written notice to us and work will be stopped as soon as practical. You agree to pay for Services provided prior to their discontinuance.

11. Patents and Copyrights

If a third party files an infringement claim against you asserting that any Deliverable we provide to you infringes a United States patent or copyright of the third party, we will defend you against that claim at our expense and pay all costs, damages, and attorney's fees that a court finally awards, provided that you: a) promptly notify us in writing of the claim; and b) allow us to control, and cooperate with us in, the defense and related settlement negotiations. If such a claim is made or appears likely to be made, you agree to permit us to enable you to continue to use the Deliverable, or to modify it, or replace it with a Deliverable that is at least functionally equivalent. If we determine that none of these alternatives is reasonably available, you agree to return the Deliverable to us on our written request. We will then refund the money that you paid for the Deliverable. This is our entire obligation to you regarding any claim of infringement.

Claims for Which We Are Not Responsible

We have no obligation regarding any infringement claim based upon: a) anything you provide which is incorporated into a Deliverable or our compliance with any designs, specifications, or instructions provided by you or by a third party on your behalf; b) your modification of a Deliverable, or a Deliverable's use in other than its specified operating environment; c) the combination, operation, or use of a Deliverable with other Deliverables not provided by us as a system; d) the incorporation of a Deliverable into any Deliverable that we did not provide; or e) a Product.

12. Limitation of Liability

Circumstances may arise where, because of a default on our part or other liability, you are entitled to recover damages from us. Regardless of the basis on which you are entitled to claim damages from us (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), our entire liability for all claims in the aggregate arising from or related to each Product or Service or otherwise arising under this Agreement will not exceed the amount of any actual direct damages up to the greater of \$100,000 or the charges for the Product or Service that is the subject of the claim. This limit also applies to any of our subcontractors. It is the maximum for which we and our subcontractors are collectively responsible. The following amounts are not subject to a cap on the amount of damages:

- a) payments referred to in Section I I, Patents and Copyrights; and
- b) damages for bodily injury (including death) and damage to real property and tangible personal property for which we are legally liable.

Items for Which We Are Not Liable

Except as expressly required by law without the possibility of contractual waiver, under no circumstances are we or our subcontractors

liable for any of the following even if informed of their possibility:

- a) loss of, or damage to, your records or data;
- b) special, incidental, exemplary, punitive, or indirect damages or for any consequential damages; or
- c) lost profits, business, revenue, goodwill, or anticipated savings.

13. Agreement Term and Termination

The term of this Agreement shall be for one year with two additional one year renewals upon mutual agreement by both parties.

This contract may be terminated by you with a thirty (30) day written notice to us regardless of reason. However, if you terminate this contract after issuing a purchase order to us, you shall be responsible for any costs that we incur in termination the contract, including but not limited to, restocking fees, cancellation fees, or the cost of any Product or Service that cannot be cancelled without cost from our suppliers or subcontractors. Any terms of this Agreement that by their nature extend beyond the Agreement termination, remain in effect until fulfilled and apply to both of your and our respective successors and assignees.

Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, you shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve us from any liability to you for damages sustained by virtue of a breach by us. Either you or we may terminate this Agreement for cause if the other does not comply with any of its terms, provided the one who is not, complying is given written notice and reasonable time to comply.

14. General

The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, materials and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by the laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County Alabama, Birmingham. In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement remain in full force and effect.

This Agreement and its applicable Transaction Documents are the complete agreement between you and us regarding your acquisition of Products and Services from us, and replace any prior oral or written communications between you and us. Additional or different terms in any written communications from you (such as a purchase order) are void and deemed objected to by us without further notice of objection.

By signing below for our respective legal entities and effective as of the date last signed, both you and we agree to the terms of this Agreement. Once signed, a) any reproduction of the Agreement or Transaction Document made by reliable means (for example, photocopy, electronic image, or facsimile) is considered an original and b) all Products and Services you order under this Agreement are subject to it.

Agreed to:

Jefferson County, Alabama
W. D. Carrington, President

Agreed to:

Dynamix Group, Inc.
David DeLong, CFO

Statement of Work

Project Name: Project Management Services

Statement of Work #: 01252012.1530-1

Date: January 25, 2012

Dynamix Group, Inc. (we, us, our) agrees to perform Services as described in this Statement of Work for Jefferson County Commission (you, your) under the terms and conditions of this Transaction Document and the Dynamix Group ITB/RFP Sales Agreement #62-12.

1. Scope of Work

1.1. The scope of this project is to provide Project Management services to assist you in the implementation of new IBM technology and products. We will work with your team from project initiation and planning, through project execution and closing. These services are designed to meet your business objectives and criteria for success.

1.1. Up to forty (40) hours of Services are included in this SOW.

2. Assumptions

2.1. Services will be performed over a consecutive time frame unless otherwise agreed to by you and us.

2.2. All items (hardware, software, personnel, facilities) needed for us to complete our tasks are on-site and available prior to the start of the project.

3. Tasks & Activities

3.1. Conduct pre-installation planning sessions to review project objectives, success criteria, schedule, technical issues and requirements, and other details.

- 3.2. Identify and track project milestones.
- 3.3. Develop an overall implementation plan with tasks, schedules and responsibilities.
- 3.4. Coordinate project resources and schedule.
- 3.5. Maintain and disseminate Project Status Reports, Issue Logs and Action Item lists.
- 3.6. Work with your personnel to address and resolve deviations from the Implementation Plan, as needed.
- 4. Deliverables
 - 1.2. [sic] Implementation Plan - We will provide a detailed implementation plan.
 - 4.1. Issues Log - We will document and track all issues that arise prior to and during project execution.
- 5. Completion Criteria
 - 5.1. This project will be considered complete when the above tasks have been performed.
- 6. Charges
 - 6.1. Services will be performed on a fixed price basis as follows:
 - 6.1.1. These Services will be performed on a fixed basis at the rate of 9 500, which includes all applicable travel, and living expenses.
- 7. Responsibilities
 - 7.1. Your Responsibilities
 - 7.1.1. You must designate a person as your focal point to whom all of our communications will be addressed and who has the authority to act for you in all aspects of the project.
 - 7.1.2. You must provide access to information, systems, facilities (including adequate workspace and phone access), and other items necessary for us to complete our tasks.
 - 7.2. Our Responsibilities
 - 7.2.1. We will provide these Services at a mutually agreed upon time and date.
 - 7.2.2. Services will be provided by a Project Manager.
- 8. Change Authorization
 - 8.1. Statements of Work may only be changed by a written Change Authorization that both of us must sign. The Change Authorization must describe the changes to be made, including any changed or additional charges.

When agreed to by you and us, this Statement of Work Document confirms the Services you order subject to this Transaction Document and the Dynamix Group Sales Agreement between you and us.

Agreed to:

Jefferson County, Alabama
W. D. Carrington, President

Agreed to:

Dynamix Group, Inc.
David DeLong, CFO

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

Feb-14-2012-84

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.

Second Amendment to Contract with the City of Center Point for enhanced law enforcement services for FY2011-2012 in the amount of \$354,035.16 - revenue.

SECOND AMENDMENT TO CONTRACT

This is an amendment to the contract for enhanced law enforcement services previously entered into between the City of Center Point, a municipal corporation organized under the laws of the State of Alabama (the "City") and Mike Hale as Sheriff of Jefferson County, Alabama (the "Sheriff") and dated October 8, 2009 and the Amendment to Contract entered into between the City and the Sheriff and dated October 8, 2010 (collectively the "Contract"). The effective date of this "Second Amendment to Contract" shall be September 30, 2011.

WITNESSETH:

WHEREAS, the City desires to further amend the Contract;
WHEREAS, the Sheriff desires to further amend the Contract.

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

The Contract is hereby amended as follows:

6. TERM. This Agreement shall take effect on October 1, 2009 and continue for a period of three (3) years until September 30, 2012, unless terminated in accord with the provisions hereof. Any party may terminate this Agreement without cause or further liability to the other, except as to the indemnification provided herein, upon written notice to the other parties to this Agreement, said written notice to be given not less than ninety (90) days prior to the requested termination date. Said notice shall be deemed delivered when a copy is delivered to the other parties hereto and a receipt thereof signed by the other parties.

All of the other terms and conditions of the Contract shall remain the same..

Agreed upon and signed this 15th day of December, 2011, at Birmingham, Alabama.

JEFFERSON COUNTY SHERIFF

Mike Hale, Sheriff

CITY OF CENTER POINT

Thomas E. Henderson, Mayor

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

Feb-14-2012-85

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.

Second Amendment to Contract with the City of Clay for enhanced law enforcement services for FY 2011-2012 in the amount of \$84,972.60 - revenue.

SECOND AMENDMENT TO CONTRACT

This is an amendment to the contract for enhanced law enforcement services previously entered into between the City of Clay, a municipal corporation organized under the laws of the State of Alabama (the "City") and Mike Hale as Sheriff of Jefferson County, Alabama (the "Sheriff") and dated October 12, 2009 and the Amendment to Contract entered into between the City and the Sheriff and dated October 8, 2010 (collectively the "Contract", attached hereto). The effective date of this "Second Amendment to Contract" shall be September 30, 2011.

WITNESSETH:

WHEREAS, the City desires to further amend the Contract;

WHEREAS, the Sheriff desires to further amend the Contract.

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

The Contract is hereby amended as follows:

6. TERM. This Agreement shall take effect on October 1, 2009 and continue for a period of three (3) years until September 30, 2012, unless terminated in accord with the provisions hereof. Any party may terminate this Agreement without cause or further liability to the other, except as to the indemnification provided herein, upon written notice to the other parties to this Agreement, said written notice to be given not less than ninety (90) days prior to the requested termination date. Said notice shall be deemed delivered where a copy is delivered to the other parties hereto and a receipt thereof signed by the other parties.

All of the other terms and conditions of the Contract shall remain the same.

Agreed upon and signed this 15th day of December, 2011, at Birmingham, Alabama.

JEFFERSON COUNTY SHERIFF

Mike Hale, Sheriff

CITY OF CLAY

Ed McGuffie, Mayor

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

Feb-14-2012-86

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 E-Ring, Inc. to address response time based on County purchasing hardware different than specified by vendor at no additional cost. (original contract amount \$3,684,079)

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and between Jefferson County, Alabama (hereinafter called "the County") and E-RING.COM, INC. (hereinafter called "E-Ring").

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 September 28, 2010, at M. B. 160, Pg. 487, is hereby amended as follows:

1. Section PA.06 of the RFP Response is revised to now state as follows:

If the County chooses to utilize VMware implementation and is able to provide the hardware, E-ring agrees to a 1 second response time to retrieve a parcel dashboard on the database server subject to a minimum disk throughput (read/write) of 200 MBPS (Megabytes per second).

The parties agree that in the event of a dispute over the amount of MBPS, the parties will conduct a measurement test to determine MBPS. Any disagreement over the results of a MBPS test, will be resolved by a third party (tester) chosen by mutual agreement of the parties. The decision of the third party will be final.

If the County chooses to utilize VMware, then the County agrees to provide by February 15, 2012 a production server with a minimum capacity of 80% of the specs required and upgrade it to 100% by March 1, 2012.

2. If the County chooses to switch to a standalone server(s), E-ring will not charge any additional service fees to facilitate the migration from VMware to the standalone server(s), as long as, the decision to switch to a standalone servers) is made within three (3) years from the date of this Amendment.

JEFFERSON COUNTY, ALABAMA

W. D. CARRINGTON, President

CONTRACTOR

_____, CEO

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

Feb-14-2012-87

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of Robert (Bob) Dickerson to fill the unexpired term of Susan Matlock on the Jefferson County Economic & Industrial Development for a term ending October, 2013, be and hereby is approved.

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

Feb-14-2012-88

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and AmSol, LLC to provide anesthesia services at Cooper Green Mercy Hospital for the a one-year period in the amount of \$210,000 monthly - adjusted for receipts from patients.

ANESTHESIA SERVICES AGREEMENT

THIS ANESTHESIA SERVICES AGREEMENT ("Agreement") is made and entered into by and between Jefferson County

Commission, Alabama d/b/a Cooper Green-Mercy Hospital, located in the City of Birmingham, Alabama ("Hospital"), and AmSol, LLC, a North Carolina limited liability company ("Contractor").

RECITALS

A. Hospital is a general acute care hospital located in Birmingham, Alabama, and, as part of its patient care activities, operates a Department of Anesthesiology (the "Anesthesia Department") requiring the administrative and professional medical services of physicians and nurses trained in anesthesiology.

B. Contractor procures the services of medical practices comprised of anesthesiologists and/or certified registered nurse anesthetists for the provision of anesthesia services.

C. Hospital and Contractor desire to enter into an exclusive agreement whereby Contractor will secure the services of anesthesiologists and certified registered nurse anesthetists to staff and support the operations of the Anesthesia Department.

NOW, THEREFORE, intending to be legally bound, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereto do hereby covenant and agree as follows:

1. DEFINITIONS

Each of the following terms shall have the following meanings:

1.1 Ancillary Services. "Ancillary Services" shall mean those services provided by the Hospital that constitute the technical component of Anesthesia Services and are typically billed by the Hospital, as applicable, including, but not limited to, use of the Hospital's equipment, supplies and staff, diagnostic testing, and Part A Services as defined by Medicare or other federal, state, or local laws and regulations.

1.3 Anesthesia Assistant. "Anesthesia Assistant" or "AA" shall mean an individual trained to assist anesthesiologists in performing Anesthesia Services.

1.4 Anesthesia Provider. "Anesthesia Provider" shall mean a Practice Physician or a Practice CRNA, as applicable.

1.5 Anesthesia Services. "Anesthesia Services" shall mean those services that involve pre-operative, operative, inter-operative and post-operative anesthesia care. Such services shall include, but are not limited to:

- the assessment of, consultation for, and preparation of, patients for anesthesia; the relief and prevention of pain during and following surgical, obstetric, therapeutic and diagnostic procedures;
- coverage of operating or other procedure rooms on a 24-hour basis, including without limitation scheduled and emergency surgical procedures, emergency airway and respiratory management of patients, and other surgical coverage of patients;
- the monitoring and maintenance of normal physiology during the pre-operative, interoperative and post-operative periods;
- twenty-four hour daily labor/obstetric anesthesia services; and the evaluation of respiratory function.

1.6 Chief CRNA. "Chief CRNA" shall mean a CRNA jointly agreed upon by Contractor and the Hospital, who shall serve and be responsible to the Hospital's Administrator and Board of Directors for the overall function and service of the CRNA Practice.

1.7 CRNA. "CRNA" shall mean a certified registered nurse anesthetist licensed in accordance with all applicable federal, state, local or other laws, regulations or standards.

1.8 CRNA Practice. "CRNA Practice" shall have the meaning provided in Section

1.9 Hospital. "Hospital" shall include all departments, divisions and subsidiaries of the Hospital or any Hospital affiliated with the Hospital existing now, or which may exist in the future, which bills for services to any third-party payor, to include, but not limited to, governmental provider programs, whether such departments or divisions are licensed under the Hospital or are separately licensed. Notwithstanding the above, the term "Hospital" shall not include any freestanding outpatient Hospital in which the Hospital does not hold a controlling interest.

1.10 Hospital Patients. "Hospital Patients" shall mean the patients of the Hospital, including: (i) inpatients of the Hospital and (ii) outpatients registered to the emergency department, ambulatory surgery department and other outpatient departments of the Hospital, whether located on the main campus of the Hospital or at another geographic location.

1.11 Hospital Policies. "Hospital Policies" shall mean the rules, regulations, by-laws, policies, practices and procedures of the Hospital, the Professional Staff, or the operation departments (including, but not limited to, performance improvement programs) that have been adopted and approved by the Hospital.

1.12 Medical Director. "Medical Director" shall mean a board certified physician jointly agreed upon by Contractor and the Hospital, who shall serve as the Medical Director of the Anesthesia Department at the Hospital. The Medical Director shall be responsible to Contractor and the Hospital's Executive Officer designee for the overall function and service of the professional component of the Anesthesia Department.

1.13 Non-Physician Anesthesia Provider. "Non-Physician Anesthesia Provider" shall mean a CRNA, AA, Nurse, Physician's Assistant or other non-Physician who assists in providing Anesthesia Services.

1.14 Physician Practice. "Physician Practice" shall have the meaning provided in Section 2.1.

1.15 Practice. "Practice" or "Practices" shall mean the entity or entities the services of which Contractor procures for the provision of Anesthesia Services.

1.16 Practice CRNAs. "Practice CRNAs" shall mean those CRNAs associated with, employed by or under contract with the CRNA Practice.

1.17 Practice Physicians. "Practice Physicians" shall mean those physicians associated with, employed by or under contract with the Physician Practice who are Professional Staff.

1.18 Professional Staff. "Professional Staff" shall mean those physicians and other professionals who have been granted professional staff privileges at the Hospital and any affiliated Hospital.

1.19 Reasonable Reimbursement. "Reasonable Reimbursement", as used in Section 8.2 of this Agreement, shall mean at least three (3) times the Medicare AA (modified) per unit conversion factor.

1.20 Term. "Term" shall mean the contract period provided for under Section 9 of this Agreement.

1.21 Third-Party Reimbursement Programs. "Third-Party Reimbursement Programs" shall mean health maintenance organizations, preferred provider organizations, private health insurance companies, self-funded health benefit programs, Blue Cross/Blue Shield, state and federal health care programs (including the federal Medicare program, the Alabama Medicaid program, and Tricare), and any managed care plan (private or public).

2. DUTIES, PRIVILEGES, AND PERFORMANCE

2.1 Duties. Contractor shall be responsible for securing the services of a Practice comprised of anesthesiologists (the "Physician Practice") and a Practice comprised of CRNAs (the "CRNA Practice") to provide Anesthesia Services at the Hospital in accordance with the terms of this Agreement. Nothing herein shall prohibit the Physician Practice and CRNA Practice from being the same entity. Contractor shall require that all Anesthesia Services shall be performed in accordance with then-existing Hospital Policies, bylaws, procedures, protocols, practices and standards of the Hospital that are provided to the Practices or otherwise known to the Practices. The Hospital shall inform the Practices, Practice Physicians and Practice CRNAs of the Hospital Policies on a regular basis.

Contractor shall also require that the Practices, Practice Physicians and Practice CRNAs acknowledge and undertake the duties and responsibilities set forth in the addendum to this Agreement entitled "Contractor's Obligations With Respect to Professional Services and Qualifications of the Practices, Practice Physicians and/or Practice CRNAs", attached hereto as Addendum 1 (hereinafter referred to as "Addendum 1 ") and incorporated herein by reference.

2.2 Privileges. The Hospital agrees that only Practice Physicians and Practice CRNAs may provide Anesthesia Services for the Hospital during the Term; provided, that the Medical Director must approve clinical privileges of all CRNAs during the Term, which approval shall not be unreasonably withheld. All CRNAs shall report to the Medical Director and/or his or her designee and abide by his or her direction regarding clinical services, including but not limited to attending staff meetings, participation in call schedules, quality management activities and staffing.

2.3 Not on contract.

2.4 Clinical Responsibilities. Notwithstanding anything to the contrary contained in this Agreement, Contractor shall not have any clinical responsibilities under this Agreement, as all clinical responsibilities shall be the responsibility of the Practices, the Practice Physicians and the Non-Physician Anesthesia Providers. Contractor shall require that the Practices, the Practice Physicians and the Practice CRNAs execute agreements recognizing and acknowledging their clinical responsibilities and liability for professional negligence in such clinical activities and their obligation to perform all duties and obligations applicable to them under this Agreement and to otherwise comply with the applicable terms of this Agreement.

2.5 Supervision of Practice CRNAs.

a. Practice CRNAs shall provide Anesthesia Services under the medical supervision of the Medical Director and/or the Practice Physicians, and Practice Physicians shall provide medical direction or supervision to Practice CRNAs and other Non-Physician Anesthesia Providers.

b. The Chief CRNA shall provide non-clinical management of staffing and non-patient-care aspects of the operations of the Anesthesia Department and ac't under the supervision and guidance of the Medical Director.

2.6 Staffing Levels. Hospital and Contractor each hereby approves the initial staffing level set forth in the "Staffing Addendum" attached hereto and incorporated herein by reference as Addendum 2. The number of anesthetizing locations in use may be increased or decreased upon the mutual agreement of Contractor and the Hospital, provided that the Hospital shall provide Contractor with ninety (90) days advance notice before adding or removing an anesthetizing location.

3. COMPENSATION

3.1 Compensation. As compensation for services provided hereunder by Contractor, based on the staffing footprint (the "Footprint") set forth in Addendum 2, Hospital shall pay Contractor as follows:

3.1.1 Initial Payment. Prior to commencement of services pursuant this Agreement, Hospital shall pay Contractor Two Hundred Ten Thousand Dollars (\$210,000) (the "Subsidy") for the first month of the Term.

3.1.2 Monthly Pate. On or before the 1st day of each subsequent month during the Term (as defined in Section 9), Hospital shall pay

Contractor the Subsidy. By the 20th of each month, Contractor shall remit to Hospital the Net Collections realized by the Practices for the prior month, multiplied by .935. "Net Collections" means the total sum of all monies collected by or through the Practices for the professional component of Anesthesia Services, less amounts refunded or credited to a patient or third party payor as a result of overpayments, erroneous payments or bad checks. When unpaid billings are referred to a collection agency, the amount of Net Collections will include the net amount received by the Practices through the efforts of the collection agency after deducting the collection agency fee.

3.2 Compensation Adjustments. In the event of any revision to the Staffing Addendum mutually agreed upon by the parties, the Subsidy shall be adjusted commensurately. Case hours outside of the Footprint specified in Addendum 2 will be billed at the rate of \$110/hour for CRNAs, subject to adequate documentation as reasonably requested by Facility. In the event that Hospital personnel schedule cases that begin outside of, or extend beyond, the Footprint, such cases shall be deemed to have been pre-approved by Hospital, and Hospital hereby agrees to pay for Services provided and billed by Contractor for such cases within ten (10) days of receipt of invoice.

3.3 Subsidy Adjustments. At least sixty (60) days prior to conclusion of each anniversary of this Agreement, Contractor will review Subsidy budget requirements with Hospital. The Parties agree to negotiate in good faith any changes in the Subsidy budget based on changes in Footprint requirements, frequency of billings outside the Footprint, changes in the number of anesthetizing locations, or similar changes.

4. PROFESSIONAL SERVICES AND QUALIFICATIONS

4.1 Separate Agreements with the Physician Practice and the CRNA Practice. Contractor shall enter into separate agreements (each, a "Professional Service Agreement") with the Physician Practice and the CRNA Practice for the provision of Anesthesia Services under this Agreement. The Professional Service Agreement shall require the Physician Practice and the CRNA Practice to acknowledge and agree to be bound by the relevant terms of this Agreement, including without limitation the terms with respect to professional services and qualifications set forth in Addendum 1. If any Anesthesia Provider fails to meet the qualifications set forth therein, he or she may not provide services at the Hospital. Each Professional Service Agreement shall: (1) provide that the failure of any Anesthesia Provider to meet the qualifications or- safely perform the Anesthesia Services set forth herein or therein shall constitute cause for removal of such Anesthesia Provider from service at the Hospital, if the failure is not cured immediately; (2) allow the Hospital to demand at its sole discretion the replacement of an Anesthesia Provider; (3) allow Contractor to demand at its sole discretion the replacement of an Anesthesia Provider; (4) allow the Medical Director to demand, at his sole discretion, the replacement of an Anesthesia Provider; and (5) provide that upon removal or replacement pursuant to this Section 4.1, each Anesthesia Provider shall be deemed to have voluntarily relinquished his/her Professional Staff (Medical Staff) memberships, appointments and privileges at Hospital, without any requirement or opportunity for a hearing, appeal or other due process procedures.

4.2 Scheduling of Services. Contractor shall require that the Physician Practice shall cause a sufficient number of Practice Physicians and the CRNA Practice shall cause a sufficient number of Practice CRNAs to comply with the Footprint. In the event of a temporary staffing shortage due to extended illness or other emergency, temporary physicians may be scheduled by Contractor at Contractor's sole expense and such temporary physicians shall be subject to the provisions of the Hospital's Medical Staff Bylaws.

5. INSURANCE AND INDEMNIFICATION

5.1 Indemnification.

5.1.1 Contractor shall indemnify and hold Hospital, and its employees, agents and servants free and harmless from all liability, judgments, costs, damages, claims or demands, including reasonable attorney's fees, arising out of Contractor's negligent or intentional acts or omissions of Contractor or any of its servants, agents or employees or any failure to perform any obligation undertaken or any covenant in this Agreement; provided, that Contractor's indemnity hereunder shall not extend to any claims or damages suffered by the other as a result of the professional medical acts or omissions of the Practice Physicians, the Practice CRNAs or the Medical Director; provided further, that Contractor's indemnity obligations hereunder shall be limited to the aggregate fees and compensation received by Contractor pursuant to this Agreement. This indemnification provision shall be enforceable against Contractor with regard to any claim for which the Hospital becomes bound to pay any monies on behalf of Contractor.

5.1.2 Hospital shall be responsible for any and all liability resulting from the acts and/or omissions of its employees, officers, directors, agents and contractors.

5.2 Notice of Claims or Actions. If either Party becomes aware of any alleged injury arising out of the care or treatment of any patient, such Party has a duty to give the other Party written notice in detail sufficient to identify the name and address of the allegedly injured person, place and circumstances of the alleged incident, and the names and addresses of any witnesses. Subject to the terms of the respective general commercial, professional liability and malpractice insurance policies of Contractor, the Hospital, the Practices and their respective individual professionals shall cooperate in the conduct of suits in enforcing any right of contribution or indemnity against any person or organization who may be liable to the Parties because, of injury covered by any relevant insurance, and each of the Parties will attend the hearings and trial and assist in securing evidence and obtaining the attendance of witnesses.

5.3 Insurance. Contractor shall require that all Practice Physicians and Practice CRNAs maintain policies of professional liability insurance from an insurance carrier authorized to sell professional liability insurance policies in the State of Alabama, rated at least B+ by Best's

Insurance Guide, or its equivalent, and with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate. Contractor shall cause to be issued to Hospital by said insurance carrier certificates of insurance evidencing the foregoing coverage and stating that said insurance carrier shall provide thirty (30) calendar days prior written notice to Hospital of any cancellation or material modification of the policy or coverage described herein.

6. REPORTS AND RECORDS

6.1 Ownership and Access to Records. The Hospital shall own and control all reports and records documenting Anesthesia Services rendered by the Practice Physicians and the Practice CRNAs at the Hospital, except for reports or records generated by a billing company; provided, however, that consistent with applicable state and federal laws pertaining to patient privacy and confidentiality now in effect or as later amended or enacted, the Practice Physicians and the Practice CRNAs and their designated representatives shall have the right of access, review, audit and copying of such records, which right shall survive the termination of this Agreement, and the Hospital shall be allowed to review billing records and reports to the extent that they affect the Hospital or for the purpose of reviewing for legal compliance services provided at the Hospital. The Practices shall make available to the Hospital such records as are necessary to allow the Hospital to comply with all state or federal health care programs, including substantiation of the Hospital costs.

6.1.1 Availability; Cooperation. Contractor agrees, in connection with the subject matter of this Agreement, to cooperate fully with Hospital by, among other things, maintaining and making available or causing to be maintained and available, all necessary records, in order to assure that Hospital will be able to meet all requirements for participation and payment associated with public or private third party payment programs including, but not limited to, matters covered by Section 18614 (v) (1) (1) of the Social Security Act.

6.1.2 For the purpose of implementing Section 1861 (v) (1) (1) of the Social Security Act, as amended, and any regulations promulgated pursuant thereto, Contractor agrees to comply with the following statutory requirements governing the maintenance of documentation to verify the cost of services rendered under this Agreement:

(i) Until the expiration of four (4) years after the furnishing of such services pursuant to this Agreement, Contractor shall make available, or cause to be made available upon written request to the Secretary or upon request to the Comptroller General, or any of their duly authorized representatives, the contract, and books, documents and records of such costs; and

(ii) If Contractor carries out any of the duties of this Agreement through a subcontract with a value of cost of \$10,000.00 or more over a twelvemonth period, with a related organization, such as subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or upon request to the Comptroller General or any of their duly authorized representatives, the subcontract, and books, documents, and records of such organization that are necessary to verify the nature and extent of such costs.

6.1.3 If Contractor is requested to disclose books, documents, or record pursuant to this provision for purpose of an audit, Contractor shall notify Hospital of the nature and scope of such request and Contractor shall make available, upon written request of Hospital, all such books, documents, or records, during business hours of Contractor.

6.1.4 Contractor shall indemnify and hold Hospital harmless in the event that any amount or reimbursement is denied or disallowed because of failure of Contractor or any subcontractor of Contractor to comply with its obligations to maintain and make available books, documents, or records. Such indemnity shall include, but not be limited to, the amount of reimbursement denied, plus any interest, penalties, legal costs, and reasonable attorneys' fees.

7. HOSPITAL'S OBLIGATIONS

7.1 Facilities. In connection with operation of the Anesthesia Department, the Hospital shall provide and maintain all utilities, janitorial, laundry and other services as the Medical Director or the Practice Physicians may reasonably request for the functioning of the Anesthesia Department. The Hospital shall also provide furnished office space suitably located near the anesthetizing locations, commensurate with space furnished to other similarly-situated members of the Professional Staff, but in no event less than 500 square feet of usable Space, for the Medical Director and his or her administrative assistant. The Medical Director's office space shall be made available, along with appropriate furnishings and supplies, at least one (1) week before the Effective Date of this Agreement in order to allow time for training and familiarization. If the appropriate furnishings or supplies are not made timely available by the Hospital, then Contractor may purchase them, and the Hospital shall reimburse Contractor for all such expenses. In addition to office space, Hospital shall provide reasonable sleeping accommodations for not less than two (2) persons, which accommodations shall be furnished with beds, color television set, other appropriate furniture, refrigerator, toilet and shower, for use by Practice Physicians or Practice CRNAs. Hospital shall have the right, at any time, upon twenty-four (24) hours' prior notice to Contractor, to relocate such sleeping accommodations within Hospital's buildings provided that such substitute sleeping accommodations shall be substantially similar to the initial sleeping accommodations.

7.2 Hospital Personnel. Hospital shall employ such personnel to perform Ancillary Services as may be necessary for the proper functioning of the Anesthesia Department. Hospital shall be solely responsible for the hiring, firing, disciplining, compensating and other personnel management decisions relating to such personnel; provided, however, that such personnel shall be subject to the direction and control of the Medical Director and/or the Practice Physicians in connection with providing Anesthesia Services. Duties assigned to Hospital personnel by

the Medical Director, the Practice Physicians and the Practice CRNAs shall be coordinated with the appropriate departmental managers.

7.3 Equipment and Supplies. Hospital shall provide, at Hospital's sole cost and expense, all equipment, medication, supplies and personnel necessary to properly staff and equip the anesthetizing locations and the Anesthesia Department, as directed by the Medical Director. Hospital shall replace, at its sole cost and expense, any obsolete or malfunctioning equipment as soon as is reasonably practical upon becoming aware of any such situation.

7.4 Non-disclosure of Confidential Information and Trade Secrets. For purposes of this Agreement, "Restricted Period" shall mean the Term of this Agreement (regardless of when or how terminated) plus one year following its expiration or termination. Hospital agrees to keep confidential and not disclose to any person any confidential, non-public information of Contractor or the Practice(s), including trade secrets, pricing and financial information and customer lists or names, during the Restricted Period or, in the case of any "trade secret" as defined under the Alabama Uniform Trade Secrets Act, for so long as such confidential information remains a trade secret under Alabama law. Hospital shall use any and all such information and trade secrets solely to carry out the intent of this Agreement and shall promptly return the same to Contractor upon termination of the Agreement.

7.5 Exclusive Agreement. Unless otherwise agreed by Contractor, during the Restricted Period Hospital shall not employ or contract with any person or entity for the provision of Anesthesia Services other than Contractor.

8. PHYSICIAN BILLING; REIMBURSEMENT; STATUS OF PARTIES

8.1 Billing. The Practices (directly or through an agent) shall be solely responsible for billing and collecting all professional fees relating to Anesthesia Services rendered by the Practice Physicians and the Practice. All billings shall comply with all applicable payor rules and regulations and all applicable laws. Contractor shall, or shall cause the Practices' billing agent to, actively seek reimbursement, compensation and all types of funding that may be available from local, state and federal agencies and all other sources, whether public or private, provided that Hospital has advised Contractor, in writing, of the availability of such funding. Contractor, on behalf of the Practices, shall maintain a fee schedule, which shall be in general accordance with customary fees for comparable services within the community in which Hospital is situated. Hospital will be responsible for any billing related to the Ancillary Services. Hospital shall provide Contractor with a legible copy of the necessary patient records which will include proper patient names, address and other billing information. Contractor shall not bill those patients whose financial support classification is designated by the Hospital as "A," "B," "C," or "D." Those patients whose financial support classification is "F," "G," "H," or "I," shall be billed in accordance with the sliding fee schedule adopted by the Hospital, consistent with standard industry billing practice, which such fee schedule shall have been provided to Contractor. If such billing information provided by Hospital is deficient, Hospital shall cooperate with Practices' billing agent to establish the appropriate information to be included on any Hospital medical record. The expense of preparation of such copies shall be the sole obligation of Hospital. Further, if requested by Contractor, Hospital shall provide Contractor with documentation supporting the legal authority for refraining from billing for Services provided to patients in the financial support classifications "A" through "D" and for any other patients whom Hospital Administration has designated as "non-billable" (whether with respect to a third party payor or with respect to billing and collection of such patients' deductibles and co-payments, patients under the Jefferson County Indigent Programs, or similar programs, etc), and Contractor shall bill accordingly.

8.2 Not on contract.

8.3 Access to Patient Information and Data. In accordance with applicable law, the Hospital shall provide the Practice Physicians and the Practice CRNAs with effective access to patient demographic data as to insurance and guarantors and shall take all reasonable steps to make this information available in hard copy and/or electronic download and look-up.

8.4 Independent Contractor Status. This Agreement shall not be construed as creating an employer/employee relationship, partnership or joint venture between the Hospital and Contractor, the Practices, the Practice Physicians or the Practice CRNAs, or between Contractor and the Hospital, the Practices, the Practice Physicians or the Practice CRNAs. The Practices, the Practice Physicians and the Practice CRNAs will not be employed by or contract directly with the Hospital, but are independent contractors secured by Contractor. As such, the Hospital, Contractor and the Practices shall each be responsible for paying its own employees' compensation, and the Hospital will not contribute to or pay for tax withholdings, workers compensation, unemployment insurance, social security or any other employment-related expenses of the Practices, Practice Physicians, the Practice CRNAs or Contractor, except as provided elsewhere in this Agreement. All Parties reserve the right to participate in any discussion or negotiations with the Internal Revenue Service regarding this issue, regardless of who initiates such communications or when they occur.

9. TERM AND TERMINATION

9.1 Term. The term of this Agreement shall commence on the Effective Date and terminate on the first anniversary thereof, unless earlier terminated, as provided herein. The Agreement may be extended, at the Hospital's option, for a period of up to two (2) additional one (1) year terms; Hospital will notify Contractor at least 120 days prior to each anniversary if it does not intend to extend the Agreement for an additional year.

9.2 Without Cause. Either Party may terminate this Agreement for any or no reason, by giving written notice of termination to the other Party, in which event, termination shall be effective automatically upon the expiration of one hundred twenty (120) calendar days following

the other Party's receipt of such notification.

9.2 [sic] Termination for Cause.

9.2.1 By Either Party. Except as provided in subsection 9.2.2 below, either Party may terminate this Agreement in the event of a breach of any provision of this Agreement which has not been cured within thirty (30) days of receipt of written notice of such breach from the other Party.

9.2.2 By Contractor. Notwithstanding anything in subsection 9.2.1 to the contrary, Contractor may terminate this Agreement: (i) immediately, in the event that Hospital defaults in its obligations pursuant to Section 3 hereinabove, provided that, in the event that any such default was caused by Contractor's failure to timely submit to Hospital the Net Collections Report (pursuant to Section 3 hereinabove), then the due date for the Monthly Payment shall be extended by the number of days during which the Net Collections Report was delayed; (ii) immediately, upon the dissolution of Hospital; or (iii) immediately, if Hospital becomes the subject of a voluntary or involuntary bankruptcy proceeding or assignment of assets for the benefit of creditors; or (iv) immediately, if Hospital violates federal or state fraud and abuse laws.

9.2.3 By Hospital. Hospital may terminate this Agreement: (i) immediately, in the event that Contractor has failed to, at all times, provide the services of a Medical Director; (ii) immediately, upon a conclusive finding by a court of competent jurisdiction holding the exclusive rights of Contractor under this Agreement to be illegal or unenforceable; (iii) upon thirty (30) days following written notice of termination, in the event that the County Commission ceases operations of Hospital or substantially reduces Hospital operations.

9.4 Involuntary Termination Due to Legal or Administrative Changes. In the event that:

(i) any law, regulation, court decision or opinion from a federal or state agency is promulgated which, in the opinion of legal counsel for either Party, renders this Agreement, or any part of it, illegal, the Parties shall negotiate in good faith for thirty (30) days from the date of notice from either Party to restructure the Agreement and cure the illegality; or

(ii) changes effective in the Alabama Medical Assistance Program (Medicaid), Title XVIII of the Federal Social Security Act (Medicare), or in the interpretation or application thereof or substantial changes under public or private health and/or hospital care insurance programs or policies which may have a material adverse effect on the operations of the Hospital, the Parties shall negotiate in good faith for thirty (30) calendar days in an effort to revise this Agreement such that, to the extent reasonably practicable under the circumstances, -it will adequately protect the interests of both Parties. If the Parties are unsuccessful in their negotiations, the Agreement shall be terminated upon notice by either Party, reserving the right to both Parties to seek a declaratory judgment and/or damages, if the Agreement is not terminated in good faith.

9.5 Effect of Termination. Upon termination of this Agreement, all obligations of all Parties shall cease, except as to those obligations expressly identified to survive the termination of the Agreement. Notwithstanding the foregoing, Contractor shall be entitled to continue to bill for professional services provided prior to the effective date of termination.

10. MISCELLANEOUS

10.1 Compliance with Applicable Laws Regulations Rulings or Standards. The Parties shall comply with all standards and amendments thereto, of all entities which govern, regulate and/or accredit the Parties. Further, the Parties shall, to the extent changes in applicable laws, regulations, rulings or standards substantially affect the provisions of this Agreement or make privileges and immunities available, whether related to billing for reimbursement, peer review or otherwise, execute written amendments to this Agreement as may be approved by both Parties (such approval not to be unreasonably withheld) in order to assure continued compliance with such laws, regulations, rulings and standards, to preserve the continuous viability of the provisions of this Agreement and to take advantage of such privileges and immunities.

10.2 Notices. Any notice, demand or communication made under this Agreement, unless otherwise specified in this document, shall be deemed given when sent by certified mail as follows:

To the Hospital: Cooper Green Mercy Hospital
Attn: Sandra Hullett, M.D., CEO & Medical Director
1515 6th Avenue South
Birmingham, AL 35233-1687

To Contractor: AmSol, LLC
Attn: James W. Cottrell
4194 Mendenhall Oaks Parkway
Suite 160
High Point, NC 27265

With a copy to: W. Dennis Summers
Taylor English Duma LLP
1600 Parkwood Circle, Suite 400
Atlanta, GA 30339

or to such other address as may be provided in the future for the purposes of mailing notices.

10.3 Governing Law and Venue. This Agreement is made and entered into in Jefferson County, Alabama and all services, materials and equipment to be rendered pursuant to this 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. Jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County Alabama, Birmingham Division.

10.4 No Financial Obligations. None of Contractor, the Practices, the Practice Physicians or the Practice CRNAs may incur any financial obligation on behalf of the Hospital without the prior written approval of the Hospital. The Practices, the Practice Physicians and the Practice CRNAs are solely responsible for all personal and professional expenses, including membership fees and dues and expenses of attending conventions and meetings. No Party will be liable for the debts or obligations of any other Party, except as otherwise specifically provided in this Agreement.

10.5 Assent or License. Neither Party's duties under this Agreement shall be assigned without the express consent of the other Party, which consent shall not be unreasonably withheld. The Hospital acknowledges that Contractor intends to enter into a management agreement with an affiliated entity, pursuant to which the affiliated entity will manage Contractor's obligations and duties under this Agreement, and consents to Contractor's doing so.

10.6 Waiver of Breach. The waiver by either Party of a breach or violation of this Agreement shall not operate or be construed as a waiver of any subsequent breach of the same or other provision of the Agreement.

10.7 Severability. In the event that any provision of this Agreement is declared to be invalid or unenforceable for any reason, said provision shall be severable from the remainder of the Agreement which shall continue in full force and effect.

10.8 No Requirement to Refer. Nothing in this Agreement, whether written or oral, nor any consideration in connection herewith, contemplates or requires that Contractor shall cause the Physician Practice or any Practice Physician to refer or admit any patients to the Hospital or any of the affiliated organizations of the Hospital or to order any goods or, services from the Hospital. This Agreement is not intended to influence the judgment of any Practice Physician in choosing the medical Hospital appropriate for the treatment and care of his or her patients. Practice Physicians shall not receive compensation or remuneration for referrals, if any.

10.9 Professional Judgment. Nothing herein shall be construed to prohibit, or otherwise interfere with, the Practice Physicians and/or the Practice CRNAs from exercising their independent professional judgment with respect to the provision of Anesthesia Services hereunder.

10.10 HIPAA Compliance. Contractor, the Practices, the Practice Physicians, the Practice CRNAs and any other personnel provided by Contractor pursuant to this Agreement shall comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996 as codified at 42 USC Section 1320d-d8 ("HIPAA"), and the requirements of any regulations promulgated thereunder including without limitation the federal privacy regulations as contained in 45 CFR Part 164 ("Federal Privacy Regulations") and the general administrative requirements as contained in 45 CFR Part 160 ("General Administrative Requirements"). Contractor, the Practices, the Practice Physicians, the Practice CRNAs and any personnel provided by Contractor pursuant to this Agreement agree not to use or further disclose any protected health information, as defined in 45 CFR 164.504, or individually identifiable health information, as defined in 42 USC Section 1320d (collectively, "Protected Health Information"), concerning a patient other than as permitted by this Agreement and the requirements of HIPAA or regulations promulgated under HIPAA including without limitation Federal Privacy Regulations and General Administrative Requirements. Contractor, the Practices, the Practice Physicians, the Practice CRNAs and any other personnel provided by Contractor pursuant to this Agreement will implement appropriate safeguards to prevent the use or disclosure of a patient's Protected Health Information other than as provided for by this Agreement. Contractor, the Practices, the Practice Physicians, the Practice CRNAs and any other personnel provided by Contractor pursuant to this Agreement will promptly report to the Hospital any use or disclosure of a patient's Protected Health Information not provided for by this Agreement or in violation of HIPAA, Federal Privacy Regulations or General Administrative Requirements of which Contractor, the Practices, the Practice Physicians, the Practice CRNAs and any other personnel provided by Contractor pursuant to this Agreement become aware. In the event Contractor, the Practices, the Practice Physicians, the Practice CRNAs and any other personnel provided by Contractor pursuant to this Agreement, with the Hospital's approval, contracts with any agents to whom Contractor, the Practices, the Practice Physicians, the Practice CRNAs and any other personnel provided by Contractor pursuant to this Agreement provide a patient's Protected Health Information received from the Hospital, Contractor, the Practices, the Practice Physicians, the Practice CRNAs and any other personnel provided by Contractor pursuant to this Agreement shall include provisions in such agreements whereby Contractor, the Practices, the Practice Physicians, the Practice CRNAs and any other personnel provided by Contractor pursuant to this Agreement and the agent agree to the same restrictions and conditions that apply to Contractor, the Practices, the Practice Physicians, the Practice CRNAs and any other personnel provided by Contractor pursuant to this Agreement with respect to such patient's Protected Health Information. Contractor, the Practices, the Practice Physicians, the Practice CRNAs and any other personnel provided by Contractor pursuant to this Agreement will make their internal practices, books, and records relating to the use and disclosure of a patient's Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with Federal Privacy Regulations and General Administrative Requirements. Notwithstanding the foregoing, no attorney-client, accountant-client or other legal privilege shall be deemed waived by Contractor, the Practices, the Practice Physicians, the

Practice CRNAs and any other personnel provided by Contractor pursuant to this Agreement or the Hospital by virtue of this Section 10.11. The provisions of this Section 10.10 shall survive expiration or termination of this Agreement, regardless of the cause of such termination.

10.11 Entire Agreement. This Agreement shall constitute the entire agreement between the Parties and supersedes any and all previous contracts, negotiations or agreements, oral or written, between the Parties. Any amendment to this Agreement shall be in writing and signed by the Parties.

10.12 Non-Discrimination. In providing services under this Agreement, neither Party shall discriminate on the basis of race, color, sex, age, religion, national origin or disability.

10.13 Confidentiality. The terms of this Agreement shall be confidential and shall not be disclosed by either Party, except as necessary to meet such Party's obligations hereunder.

10.14 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

The terms of this Agreement shall be confidential and shall not be disclosed by either Party, except as required by law and as necessary to meet such Party's obligations hereunder.

This Agreement shall be effective as of the date on which this Agreement has been fully executed and approved (the "Effective Date"). Signifying their understanding and acceptance of this Agreement's terms and conditions, the Parties have signed as below:

(ADDENDUMS 1, 2 & 3 on file in the Minute Clerks office)

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

CONTRACTOR: AmSol, LLC
James Cottrell
Managing Member

Approved:

JEFFERSON COUNTY COMMISSION
W. D. Carrington, President

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

Feb-14-2012-89

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 Stella Seagle to provide cancer registry services, abstracting and coding for all oncology cases and submission to the Alabama State Registry for Cooper Green Mercy Hospital in the amount of \$5,000.

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 STELLA SEAGLE, RHIT, CTR 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 1st day of October, 2009, which was approved by the Jefferson County Commission on November 3, 2009 and recorded in Minute Book 158; Page(s) 595-596, is hereby amended as follows:

Section 3: Extend the completion dated of this contract from October 1, 2011 to September 30, 2012.

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

Jefferson County Commission
W. D. Carrington

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

Contractor
Stella Seagle, RHIT, CTR

Registered Health Information Technician

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

Feb-14-2012-90

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 Select Medical Rehabilitation Services to provide rehabilitation services to patients at Jefferson Rehabilitation & Health Center for the period October, 1, 2011 - May 31, 2012 in the amount of \$392,637.

AMENDMENT TO CONTRACT

This Amendment to the Contract by and between Jefferson County, Alabama d/b/a Jefferson Rehabilitation and Health Center, hereinafter called the "County", and Select Medical Rehabilitation Services, hereinafter called "the Contractor" to provide Rehabilitation Services for the JRHC shall become effective the 1st day of October, 2011.

WITNESSETH:

WHEREAS, the Jefferson County Commission 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 May 11, 2010 and recorded in Minute Book 159, Page(s) 572-575, is hereby amended as follows:

Item 3. Amend the Terms of Agreement Work paragraph as follows: This contract will be effective October 1, 2011 through May 31, 2012.

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

Jefferson County, Alabama

David Carrington, President

Jefferson County Commission

CONTRACTOR:

Sue E. Olsen

Select Medical Rehabilitation Services, Inc.

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

Feb-14-2012-91

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 Regional Biomedical Laboratory to provide onsite lab testing services to residents at Jefferson Rehabilitation & Health Center for the period October 1, 2011 - April 30, 2012 in the amount of \$16,500.

AMENDMENT TO CONTRACT

This Amendment to the Contract by and between Jefferson County, Alabama d/b/a Jefferson Rehabilitation and Health Center, hereinafter called the "County", and Regional Biomedical Laboratory, hereinafter called "the Contractor" to provide Rehabilitation Services for the JRHC shall become effective the 1st day of October, 2011.

WITNESSETH:

WHEREAS, the Jefferson County Commission 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 September 21, 2011 and recorded in Minute Book 160, Page(s) 431-435, is hereby amended as follows:

Item 4. Amend the Terms of Agreement Work paragraph as follows: This contract will be effective October 1, 2011 through April 30, 2012.

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

Jefferson County, Alabama
David Carrington, President
Jefferson County Commission

CONTRACTOR:

Susan Emanuelsen
Regional Biomedical Laboratory, Inc.

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

Feb-14-2012-92

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 1 to the Lease Agreement between Jefferson County, Alabama and Sophia and Howard Faulk for Sophia's Deli for the period February 1, 2012 - January 31, 2015 in the amount of \$17,036.52 - revenue for the first year and with a rate increase of 2% annually thereafter.

Lease Amendment No. 1

This Amendment to Lease entered into the 10th day of January, 2009, between Jefferson County, Alabama, hereinafter referred to as "the County, and Sophia and Howard Faulk., hereinafter referred to as the "Tenant" to lease approximately 900sq.ft.of space at 723 Richard Arrington Jr. Blvd and the approximately 345sq.ft. of storage for the purpose of a sandwich shop or food shop.

WITNESSETH:

WHEREAS, the County desires to amend the Lease; and

WHEREAS, the Tenant wishes to amend the Lease.

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

The Lease between the parties referenced above, which was approved by the Commission on February 10, 2009 and recorded in Minute Book 157, Pages 421-424, is hereby amended as follows:

- Amendment No. 1: Lease Extension Granted; 2-1-2012 to 1-31-2015.

The rates are to increase 2% annually beginning on the 1st of February. February 1, 2012: \$1,419.71 per month. February 1, 2013: \$1,448.10 per month. February 1, 2014: \$1,477.07 per month.

Lease History

- This lease originated in January 2009 for a period of three years with an option to extend the lease two times for three years each. This is the first request for a three year extension.

The terms and conditions of the lease, dated Jan 20, 2009 is incorporated herein by reference and attached hereto.

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

JEFFERSON COUNTY COMMISSION

W.D. Carrington, President

TENANT

Howard Faulk

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

Feb-14-2012-93

WHEREAS, Jefferson County is under contract with Santek Environmental to dispose of solid waste, and

WHEREAS, Jefferson County is allowed the first 10,000 tons each year to be disposed of without charge with fiscal year being March 1st to February 28th and,

WHEREAS, as of January 31, 2012, Jefferson County has disposed of 6,700 tons and has balance of 3,300 tons left for this calendar year, and

WHEREAS, in order to help our cities clear this debris who do not have contracts and are cleaning under mutual aid agreements with other cities, and

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that tornado affected cities be allowed to dispose of the construction and demolition waste using our credit with Turkey Creek Landfill.

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

Feb-14-2012-94

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-2011-026 ALAWEST-AL, LLC, owners; Dewayne Kennedy, agent, requests a change of zoning on Part of Parcel ID# 19-1-0-0-2 in Section 1 Twp 17 Range 6 West from I-3 (Industrial) to I-3(S) (Strip Mining) for expansion of a coal fine recovery operation. (Site Address: 2875 McCarty Town Road, Quinton, AL 35130) (SKELTON CREEK) (80 Acres M/L)

RESTRICTIVE COVENANTS: 1. there shall be no blasting on the property; 2. all fines recovered east of Skelton Creek shall be routed directly to Alabama Highway 269; 3. a roadway maintenance and repair agreement and surety bond, in an amount to be determined by the Department of Roads & Transportation, shall be posted to cover any damages to McCarty Town Road; and, 4. the applicant/property owner shall file a petition to rezone the properties involved in the operation to A-1 (Agriculture), C-U (Current Use) or other appropriate classification within 24 months or upon reclamation of the property.

Motion was made by Commissioner Brown seconded by Commissioner Bowman that Z-2011-026 be approved. Voting "Aye" Brown, Bowman, Carrington, and Knight.

Feb-14-2012-95

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.

Cooperative Agreement with the Alabama Emergency Management Agency for the U. S. Department of Transportation Hazardous Materials Emergency Preparedness Grant (HEMP) in the amount of \$50,000 (\$40,000-USDOT/\$10,000- match).

Motion was made by Commissioner Brown seconded by Commissioner Bowman that the above resolution be adopted. Voting "Aye" Brown, Bowman, 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 Creative Wellness Institute to provide service for the Strong Girls Program for the period December 1, 2011 - November 30, 2012 in the amount of \$143,999 - grant funded by the Alabama Department of Youth Services.

CLARITY CONTRACT NO. 3291

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into this 31st day of October, 2011, by and between Jefferson County, Alabama, hereinafter called "The County", and Creative Wellness Institute, hereinafter called "The Contractor". The effective date of this agreement shall be December 1, 2011.

WHEREAS, the County desires to contract for professional services for the Jefferson County Family Court, hereinafter called "the Family Court"; and

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

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: This Contract results from Jefferson County's Request for Proposal No.08-12, dated October 17, 2011, the terms of which are included herein by reference. The Contractor shall perform all necessary professional services provided under this Contract as required by the Family Court. The Contractor shall do, perform, and carry out in a satisfactory and proper professional manner the Strong Girls Program for females between the ages of 12 -17 who are: 1)at-risk of victimization; 2) culturally Diverse; 3) under Court mandate to participate; 4) having behavior problems, including status offences (runaway, beyond control or truancy) and I or minor delinquent behavior; 5) at various levels of mental health issues; and 6) having significant family issues. The Strong Girls program shall involve up to sixty (60) girl participants per year.

An array of services is offered as follows:

- Case Management
- Group Counseling
- Individual Counseling
- Family Education
- Home and School Visits
- Expressive Drama
- Art Exercises
- Super Saturday
- Community Service Project
- Poetry
- A Graduation Ceremony
- Follow-up Sessions

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render professional consulting services to the Family Court at any time after the effective date of this Contract. Contract period is December 1, 2011 - November 30, 2012 with renewal for two (2) additional one year terms, at the County's option, not to exceed three (3) full years.
4. COMPENSATION: The Contractor shall be compensated for services rendered at a total cost of \$143,999.00 payable in 12 equal monthly payments of \$11,999.92 each.
5. INDEPENDENT CONTRACTOR: The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for Workmen's Compensation, FICA taxes, Occupational Taxes, all applicable federal, state and local taxes, etc. and that the County will not be obligated for same under this contract.
6. 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.
7. MISCELLANEOUS REQUIREMENTS: Upon execution of this contract, the Contractor shall furnish the Jefferson County Finance Department will information required for Form 1099 reporting and other pertinent data required by law.
8. TERMINATION OF CONTRACT: This contract may be terminated by the County with a thirty (30) day written notice to tire other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the County shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the Contractor of any liability to the County for damages sustained by virtue of a breach by the Contractor.
9. LIABILITY: The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent

or hold themselves out to others as an agent of or act on behalf of the COUNTY. The Contractor will indemnify and hold harmless the COUNTY, its selected officials and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of the Contractor, its agents, subcontractors or employees under this Contract.

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

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

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

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

13. 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.

Jefferson County, Alabama
David Carrington, President
Jefferson County Commission

CONTRACTOR:
Eve Lacer, Director
Creative Wellness

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

Feb-14-2012-97

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

Feb-14-2012-98

WHEREAS, the Board of Directors of the Birmingham-Jefferson County Transit Authority has proposed the creation of a two hour pass for Birmingham-Jefferson County Transit Authority patrons; and

WHEREAS, the Certificate of Incorporation of the Birmingham-Jefferson County Transit Authority requires that the governing body of Jefferson County approve any fair and service change request after their adoption by the Birmingham-Jefferson County Transit Authority Board of Directors; and

WHEREAS, the Board of Directors of the Birmingham-Jefferson County Transit Authority have duly adopted the attached resolution to eliminate transfers and create a two hours pass for Birmingham-Jefferson County Transit Authority patrons; and

WHEREAS, the Board of Directors of the Birmingham-Jefferson County Transit Authority have duly adopted the attached resolution and have duly applied in writing to the Jefferson County Commission to approve the resolution.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Birmingham-Jefferson County Transit Authority resolution proposing authorization to create a two hour pass for Birmingham-Jefferson County Transit Authority patrons is hereby approved.

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

Feb-14-2012-99

BE IT RESOLVED by the Jefferson County Commission that the Commission, District 2 annual salary for the position of Appointed Administrative Secretary - County Commission (classification #094602) be increase from \$38,500.00 to \$48,500.00 effective February 11, 2012.

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

Feb-14-2012-100

WHEREAS, the Birmingham-Jefferson County Transit Authority (BJCTA), is responsible for approving a Capital and Operating Budget for the BJCTA; and

WHEREAS, the Certificate of Incorporation of the BJCTA requires that the Authority make no single purchases of personal or real property involving an aggregate expenditure in excess of \$25,000 without the approval of the governing bodies of the County and the City; and

WHEREAS, the attached budget approved by the BJCTA includes some items in the amount of \$25,000 or greater; and

WHEREAS, the Board of Directors of the BJCTA have duly adopted the attached resolution adopting and approving the Fiscal Year 2012 Capital and Operating Budgets and have duly applied in writing to the Jefferson County Commission to approve these resolutions.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the BJCTA's resolution approving the Fiscal Year 2012 Capital Budget and Operating Budget is hereby approved.

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

Feb-14-2012-101

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the Leeds Russell Heights Water Project (CDBG10-03J-M5-LRH) such bids having been opened on January 4, 2012, and listed as follows:

Contractor	Base Bid	Notation	Total Bid
Robert Granger, Inc.	269,954.40	0	269,954.40
CaMar Construction Co.	289,191.45	0	289,191.45
Southern Directional, Inc.	389,321.50	0	289,321.50
Russo Corporation	327,250.00	0	327,250.59
Baird Contracting	395,675.00	0	395,675.00
Cherry Brothers Inc.	435,220.00	0	435,220.00
Global Construction & Eng	486,495.00	0	486,495.00
Bama Utility Contractors, Inc.	496,000.00	0	496,000.00

WHEREAS, after tabulation by the Spencer Engineering, Inc., and consideration by the Jefferson County Office of Community & Economic Development, it has been recommended that the contract be awarded to the lowest responsible bidder, Robert Granger, Incorporated for a total bid amount of \$269,954.40

NOW THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, and hereby is authorized, empowered and directed to award and execute an agreement for the construction of the Leeds Russell Heights Water Project (CDBG1003J-M5LRH) to Robert Granger, Incorporated for a total bid amount of Two Hundred Sixty Nine Thousand Nine Hundred Fifty Four and 40/100 Dollars (\$269,954.40). This project will be funded with federal Community Development Block Grant Funds and Leeds Water Works Board. This project is from the Program Year 2010.

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

Feb-14-2012-102

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the Muscoda Park Improvements Project (CD09-03F-U02-MPI) such bids having been opened on January 4, 2012, and listed as follows:

Contractor	Base Bid	Notation	Alternate	Alternate	Alternate	Alternate	Total Bid
			1	2	3	4	
Karma Construction	85,670.00	0	62,353.61	19,316	6,956.34	15,560.00	189,855.95
Coston General Contractors Inc	53,000.00	0	53,000.00	70,000.00	10,000.00	15,000.00	223,522.00
Southeastern Sealcoating Inc.	92,000.00	0	65,000.00	78,000.00	12,500.00	20,000.00	267,500.00

WHEREAS, after tabulation by the Khafra and consideration by the Jefferson County Office of Community & Economic Development, it has been recommended that the contract be awarded to the lowest responsible bidder, Karma Construction, Incorporated for the base bid plus only alternates 1 and 2 for a total bid amount of \$167,339.61.

NOW THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, be and hereby is authorized, empowered and directed to award and execute an agreement for the construction of the Muscoda Park Improvements Project to Karma Construction, Incorporated for the base bid amount of (\$85,670.00) plus only Alternate 1 (\$62,353.61) and Alternate 2 (\$19,316.00) for a total amount of One Hundred Sixty Seven Thousand Three Hundred Thirty Nine and 61/100 Dollars (\$167,339.61). This project will be funded with federal Community Development Block Grant Funds. This project is from the Program Year 2009.

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

Feb-14-2012-103

BE IT RESOLVED by the Jefferson County Commission that the Department of Community & Economic Development is authorized to transfer Ten Thousand & 00/100 Dollars (\$10,000.00) from the 2009 Rosedale Sidewalk Project budget to the 2009 Muscoda Park Improvements budget.

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

Brown, Bowman, Carrington, and Knight.

Feb-14-2012-104

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, be and hereby is authorized, empowered and directed to execute this Cooperation Agreement between Jefferson County, Alabama and the Town of Maytown for the Maytown Fire Station Project (CDBG11-030-M3-MFS). There is \$200,000 in federal CDBG funds allocated to this project. This project is from the 2011 program year.

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

Feb-14-2012-105

Whereas, the Workforce Investment Act of 1998 states that the governor shall designate local workforce investment areas in a state; and

Whereas, Jefferson County has been designated a Local Workforce Investment Area; and

Whereas, the majority of the members of the Board must be representatives of business in the local area; and

Whereas, the remaining members of the Board shall also include representative of local education entities, local school boards, post-secondary educational institutions, Labor organizations, community based organizations, economic development and one-stop partners; and

Whereas, the Chief Elected Official in a local area is authorized to appoint the members of the local board; and

Whereas, the Board Directors of the Jefferson County Workforce Investment Area is in need of new and reappointed members to maintain compliance with the Workforce Investment Act of 1998; and

Whereas the following members are recommended for appointment: Ronnie Acker, Lynn Battle, Nolanda Bearden-Hatcher, Chad Brewer, Willie Chriesman, Fenn Church, Dr. Lita Clark, Barry Copeland, Bobby Tom Crowe, Dr. Thomas Ellison, Ed Fields, David Fleming, Flora Hollis, Preston Huddleton, Alesia Jones, Warren Jones, Sheila McCutcheon, Arnold Mooney, Ashanti Slone, Ronnelle Stewart, Melva Tate, and Jack Trimm.

NOW BE IT RESOLVED that the Jefferson County Commission hereby appoints the aforementioned individuals to the Board of Directors of the Jefferson County Workforce Investment Board.

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

Feb-14-2012-106

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Roads & Transportation be granted permission to temporarily close Belchers Ferry Road between Kitty Branch Road and Shortown Branch Road in order to remove a corroded metal storm drain pipe and replace it with a reinforced concrete culvert beginning construction on Tuesday February 14, 2012 and is expected to be complete and the road reopened by Friday February 17, 2012.

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

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

Feb-14-2012-107

ORDINANCE NUMBER 1802
AN ORDINANCE OF THE JEFFERSON COUNTY COMMISSION

TO PROHIBIT ANY PERSON FROM DRIVING ANY VEHICLE IN
EXCESS OF THE SPEED LIMIT HEREWITH ESTABLISHED ON
BRANDON WAY LOCATED IN JEFFERSON COUNTY, ALABAMA

BE IT ORDAINED BY THE JEFFERSON COUNTY COMMISSION as follows:

Section 1. It shall be unlawful for any person to drive any vehicle in excess of 25 miles per hour on that part of Brandon Way described below and lying within unincorporated Jefferson County, Alabama:

BRANDON WAY

From Rosser Loop Drive To Labarge Drive

Section 2. A person convicted of violating this ordinance shall be subjected to the punishment provided for in Title 32, Chapter 5A, Section 8, Alabama Code of 1975.

Section 3. All ordinances or resolutions, or parts of ordinances or resolutions of the County Commission of Jefferson County, Alabama in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 4. This ordinance shall take effect from and after the time of its publication in a newspaper of general circulation in Jefferson County, Alabama.

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

Feb-14-2012-108

ORDINANCE NUMBER 1803

AN ORDINANCE OF THE JEFFERSON COUNTY COMMISSION TO PROHIBIT ANY
PERSON FROM DRIVING ANY VEHICLE IN EXCESS OF THE SPEED LIMIT
HEREWITH ESTABLISHED ON BRADFORD LANE LOCATED IN JEFFERSON COUNTY, ALABAMA

BE IT ORDAINED BY THE JEFFERSON COUNTY COMMISSION as follows:

Section 1. It shall be unlawful for any person to drive any vehicle in excess of 25 miles per hour on that part of Bradford Lane described below and lying within unincorporated Jefferson County, Alabama:

BRADFORD LANE

From Jacobs Way To Labarge Drive

Section 2. A person convicted of violating this ordinance shall be subjected, to the punishment provided for in Title 32, Chapter 5A, Section 8, Alabama Code of 1975.

Section 3. All ordinances or resolutions, or parts of ordinances or resolutions of the County Commission of Jefferson County, Alabama in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 4. This ordinance shall take effect from and after the time of its publication in a newspaper of general circulation in Jefferson County, Alabama.

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

Feb-14-2012-109

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 Quit Claim Deed to The Utilities Board of Trussville for the purchase of a 20' x 200' strip of Jefferson County property in the amount of Five Hundred and no/100 DOLLARS (\$500.00).

SEND TAX NOTICE TO:
UTILITIES BOARD of THE CITY of TRUSSVILLE
127 MAIN STREET
TRUSSVILLE, AL 35173

THIS INSTRUMENT PREPARED BY:
James F. Henderson, Jr., County Property Manager
A-200 Courthouse
716 Richard Arrington, Jr. Blvd. No.
Birmingham, AL 35203

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the sum -----Five Hundred and no/100----- DOLLARS (\$500.00) to Jefferson County, a political subdivision of the State of Alabama, in hand paid by Utilities Board of the City of Trussville, the receipt whereof is acknowledged, Jefferson County does hereby remise, release, quit claim and convey to the said Utilities Board of the City of Trussville all its rights, title, interest, and claim in or to the following described real estate, to wit:

Commence at the Northeast corner of Lot 5 of the Amended Map of Valley View Estates 2nd Sector as recorded in Map Book 56, Page 29 in the Birmingham Division of the Office of Probate Judge of Jefferson County, thence east a distance of 30 feet along the south right-of-way line of 25th Avenue, N.W. for the point of beginning of a tract of land herein described; thence continue east along said right-of-way line a distance of 20 feet, more or less; thence south a distance of 200 feet; thence west a distance of 20 feet; thence north along a line parallel to the east line of Lot 4 and Lot 5 of said amended map a distance of 200 feet, more or less, to the point of beginning.

Said tract lies in the SW ¼ of the SW ¼ of Section 7, Township 16 South, Range 1 West, Jefferson County, Alabama, and contains 0.09 acres, more or less.

TO HAVE AND TO HOLD, to the said Utilities Board of the City of Trussville their heirs and assigns forever.

JEFFERSON COUNTY, ALABAMA

Attest:

W. D. Carrington, President

Minute Clerk

Jefferson County Commission

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

Feb-14-2012-110

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that upon the recommendation of the Director of the Department of Roads and Transportation that the President is authorized to execute the attached Bill of Sale in the amount of Five Hundred (\$500.00) Dollars to Vicki Wells Rhodes for a 1973 Mobile Home acquired from the Morgan Road Improvements Project. The Bid/RFP number is 31-12 as handled by the Purchasing Department with this being the only bid received.

BILL OF SALE

KNOW ALL MEN BY THE PRESENTS, That Jefferson County, a political subdivision of the State of Alabama, in consideration of Five Hundred (\$500.00) dollars in hand paid by Vicki Wells Rhodes, the receipt whereof is hereby acknowledged, do bargain, sell and deliver to said Vicki Wells Rhodes the following goods and chattels. to-wit: Marrietta Mobile Home- Year: 1973- Serial #: 23-1721-Model #: 7012FP2

Witness my hand and seal this 14th day of February, 2012.

Attest:

JEFFERSON COUNTY, ALABAMA

Minute Clerk

W.D. Carrington, President

Jefferson County Commission

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

Communication was read from Roads & Transportation recommended the following;

- 1. AT&T Corporation to install 2,525' of buried cable at 3800 Industrial Parkway in Tarrant.
2. Cullman/Jefferson Gas to install 520' of 1" gas main on Happy Top Lane in Morris.

Motion was made by Commissioner Brown seconded by Commissioner Bowman that the Utility Permits. Voting “Aye” Brown, Bowman, Carrington, and Knight.

Feb-14-2012-111

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

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

Right-of-Way Acquisition Agreement for Project STPBH-7153 (), Project Reference Number 100040506 for widening CR-12 (Blossburg Road) from Main Street in Graysville to Brookville School Road at Blossburg in Jefferson County; which Agreement is before this Commission.

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

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

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

Passed, adopted and approved this 14th day of February, 2012

ATTESTED:

W. D. Carrington

County Clerk

President, Jefferson County Commission

AGREEMENT FOR RIGHT-OF-WAY ACQUISITION
BETWEEN THE STATE OF ALABAMA
AND
JEFFERSON COUNTY, ALABAMA
Project STPBH-7153 ()
Project Reference Number 100040506

Widening CR-12 (Blossburg Road) from Main Street in Graysville to Brookville School Road at Blossburg in Jefferson County

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

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

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

WHEREAS, the STATE and COUNTY desire to cooperate in a right-of-way acquisition program for widening CR-12 (Blossburg Road) from Main Street in Graysville to Brookville School Road at Blossburg in Jefferson County.

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

- (1) This Agreement will cover only the right-of-way acquisition phase of the work.
- (2) The right-of-way purchased under terms of this Agreement will be acquired by or for the COUNTY and in accordance with current regulations of the STATE and FHWA. The COUNTY will adhere to all STATE and FHWA regulations pertaining to the acquisition of right-of-way and will coordinate their activities with the Division Acquisition Manager for guidance. If any right-of-way is acquired in ALDOT's name, the following procedure will apply:

Upon Final Acceptance of construction of this Project by FHWA, the COUNTY agrees to assume ownership of the right-of-way acquired under this Right-of-Way Agreement upon execution and delivery of a Quitclaim Deed by ALDOT to the COUNTY Official(s);

Upon request by ALDOT, COUNTY Officials shall execute an Agreement for The RELINQUISHMENT AND TRANSFER OF PUBLIC ROAD on behalf of the COUNTY. The RELINQUISHMENT AND TRANSFER OF PUBLIC ROAD Agreement shall provide for the transfer of ownership and maintenance of the right-of way acquired under this Right-of-Way Agreement to the COUNTY for use as a public road. The RELINQUISHMENT AND TRANSFER OF PUBLIC ROAD Agreement will be provided by the Division Acquisition Manager.

- (3) Funding for this Agreement is subject to availability of Federal Aid funds at the time of authorization by FHWA.
- (4) This Project will be administered by the COUNTY and all costs will be financed, when eligible for Federal participation, on the basis of 80 percent Federal funds and 20 percent COUNTY funds. The estimated cost and participation by the various parties are as follows:

	Total Estimated	Estimated Federal Funds	Estimated COUNTY Funds
Right-of-way acquisition	\$1,059,968	\$847,974	\$211,994
TOTAL	\$1,059,968	\$847,974	\$211,994

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

its proportional share of the final cost.

(5) Any cost for work not eligible for Federal reimbursement will be financed 100 percent by the COUNTY, which payment will be reflected in the final audit and this Agreement.

(6) The COUNTY agrees that in the event the FHWA determines, due to rules and/or regulations of FHWA (including but not limited to delay of the projects, or delay of projects contemplated to be developed and accomplished in sequence to the current projects) that Federal funds expended on this Project must be refunded to the FHWA, the COUNTY will reimburse and pay to the STATE a sum of money equal to the total amount of STATE and Federal funds expended under this Agreement.

(7) The COUNTY will invoice the STATE for the Federal share of right-of-way acquisition costs not more frequently than monthly. Requests for reimbursements will be made on forms provided by the STATE and submitted through the Third Division Engineer for payment.

(8) Invoices for any phase of work performed by the COUNTY under the terms of this Agreement will be submitted within twelve (12) months after completion and acceptance by the STATE of the work. Any invoices submitted after this twelve-month period will not be eligible for payment.

(9) The performance of the work covered by this Agreement will be in accordance with the current regulations and requirements of the STATE and FHWA.

(10) The STATE will assist the COUNTY, if necessary, in any public involvement actions that may be required.

(11) The STATE will provide without cost to the COUNTY, information available from its records that will facilitate the performance of the work.

(12) It is clearly understood by the parties that the STATE does not commit any STATE or Federal funds beyond those mentioned herein and that a separate Agreement will be required for the construction of the proposed improvement.

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

(14) A final audit will be made of all Project records after completion of the Project and a copy will be furnished to the Department of Examiners of Public Accounts, in accordance with Act 1994, No. 94-414. A final financial settlement will be made between the parties as reflected by the audit and this Agreement.

(15) The COUNTY will be responsible at all times for all of the work performed under this Agreement and, the COUNTY will protect, defend, indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, and employees, in both their official and individual capacities, and their agents and/or assigns, from and against any and all action, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of or connected with the work performed under this Agreement.

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

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

(18) Exhibits M and N are attached and hereby made a part of this Agreement. (on file in the Minute Clerks office)

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

ATTEST:

JEFFERSON COUNTY, ALABAMA

W. D. Carrington

County Clerk

President, Jefferson County Commission

APPROVED AS TO FORM:

BY: Chief Counsel, Jim R. Ippolito, Jr.

RECOMMENDED FOR APPROVAL:

Division Engineer, Brian C. Davis

Multimodal Transportation Engineer

Robert J. Jilla

Chief Engineer, D. W. Vaughn

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

Transportation Director, John R. Cooper

The foregoing Agreement is hereby approved by the Governor of the State of Alabama this _____ day of _____, 20-

GOVERNOR OF ALABAMA, ROBERT BENTLEY

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

Feb-14-2012-112

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

That the County enters into a Supplemental Agreement Number 1 with the State of Alabama, acting by and through the Alabama Department of Transportation amending an original Agreement dated March 10, 2008, for:

Project STMBH-STPBH-715 3 (), Project Reference Numbers 100040507 and 100040505 for a Utility and Construction Program for widening CR-12 (Blossburg Road) from Main Street in Graysville to Brookville School Road at Blossburg in Jefferson County; which Agreement is before this Commission.

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

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

Passed, adopted and approved this 14th day of February, 2012

ATTESTED:
County Clerk

W. D. Carrington
President, Jefferson County Commission

AGREEMENT FOR UTILITY AND CONSTRUCTION
BETWEEN THE STATE OF ALABAMA
AND
JEFFERSON COUNTY, ALABAMA
Project STMBH-STPBH-7153 ()
Project Reference Number 100040507
Project Reference Number 100040505

Widening CR-12 (Blossburg Road) from Main Street in Graysville to Brookville School Road at Blossburg in Jefferson County
SUPPLEMENTAL AGREEMENT NUMBER 1

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

WHEREAS, the STATE and COUNTY entered into a Utility and Construction Program for widening CR-12 (Blossburg Road) from Main Street in Graysville to Brookville School Road at Blossburg in Jefferson County, effective March 10, 2008; and

WHEREAS, the STATE and the COUNTY desire to amend the Agreement entered into on March 10, 2008, by execution of this Supplemental Agreement.

NOW, THEREFORE, the parties hereto, for, and in consideration of the premises stated herein do hereby mutually promise, stipulate, and agree that the foregoing Agreement between the parties dated March 10, 2008, be and the same is hereby amended in the following respects:

- 1. Page 4, paragraph 12 of the foregoing Agreement is hereby amended in the following respects: This Agreement will remain in effect, unless otherwise terminated by either party upon the delivery of a thirty (30) day notice of termination.
- 2. All other and remaining terms of the original Agreement dated March 10, 2008, shall remain the same.

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

ATTEST:
County Clerk

JEFFERSON COUNTY, ALABAMA
W. D. Carrington
President, Jefferson County Commission

APPROVED AS TO FORM:

BY: Chief Counsel, Jim R. Ippolito, Jr.

RECOMMENDED FOR APPROVAL:

Division Engineer, Brian C. Davis
Multimodal Transportation Engineer
Robert J. Jilla

Chief Engineer, D. W. Vaughn

STATE OF ALABAMA ACTING BY AND THROUGH THE
ALABAMA DEPARTMENT OF TRANSPORTATION
Transportation Director, John R. Cooper

The foregoing Agreement is hereby approved by the Governor of the State of Alabama this _____ day of _____, 20-
GOVERNOR OF ALABAMA, ROBERT BENTLEY

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

Feb-14-2012-113

WHEREAS, the County of Jefferson Alabama (hereinafter at times referred to as County) is desirous of having certain improvements made on State Route 7 (US-I 1) within the Limits of Jefferson County. in accordance with plans prepared by the Alabama Department of Transportation and designated as Project Number: STPAA-0007(532) Planing, Widening, Resurfacing, and Permanent Stripe from Chalkville Road to the Jefferson/St. Clair County Line.

WHEREAS, the Alabama Department of Transportation is now or may later be desirous of receiving Federal Aid for improvement of said highway; and

WHEREAS, the Federal Highway Administration, an agency of the United States of America, will not participate in any funding for the construction of said project until and unless the County will agree to certain requirements of the Federal Highway Administration. The County for the purpose of complying with requirements of the Federal Highway Administration in regard to its funding of improvements of the type and kind in this agreement provided for, does hereby pass and adopt the following resolution:

BE IT RESOLVED by the Commission of Jefferson County, that the plans of said project including alignment, profile, grades, typical sections and paving layouts as submitted to this County and which are now on file in the office of the County Clerk are hereby approved and that the location of said project as staked out by the Alabama Department of Transportation and as shown by said plans referred to are hereby approved and the Alabama Department of Transportation, in cooperation with the Federal Highway Administration, is hereby authorized to proceed with the grading, draining, paving, and otherwise improving and construction of said project in accordance with said plans.

The County by and through its Commission hereby grants to the Alabama Department of Transportation the full use of and access to the dedicated widths of any existing streets for the construction of said project and hereby agrees to permit and allow the Alabama Department of Transportation to close and barricade the said project and intersecting streets for as long as necessary while the said project is being graded, drained, paved, and otherwise improved, and hereby agrees that the use of any, street or highway for parking within an interchange area will not at any time be permitted. The County hereby further agrees to adopt or pass such legally effective ordinances and/or laws as xvill permanently barricade and/or relocate certain intersecting streets as required by the State and to permanently deny or limit access at certain locations as required by the State along said improvements, all of which are more specifically stated as follows:

N/A

- Please refer to: Project Notes (Sheets 2H - 2M)
- Please refer to: Project Traffic Signal Notes (Sheets 2N - 2Q)
- Please refer to: Project Traffic Control Notes (Sheets 2R- 2W)
- Please refer to: Traffic Control Plan (Sheets 6 - 15)

BE IT FURTHER RESOLVED by the County Commission, that for and in consideration of the Alabama Department of Transportation in cooperation with the Federal Highway Administration, constructing said highway and routing traffic along the same through the County over said project, such County hereby agrees with the Alabama Department of Transportation and for the benefit of the Federal Highway Administration, that on the above mentioned project the County will not in the future permit encroachments upon the right of way; nor will it pass any ordinances or laws fixing a speed limit contrary to those limits provided for in Title 32, Chapter 5, Code of Alabama 1975, as amended, and other laws of Alabama; nor will it permit other than parallel parking in areas where parking is permitted; nor Nvill it allow the placing of any informational, regulatory., or warning signs, signals, median crossover, curb and pavement or other markings, and traffic signals without written approval of the Alabama Department of Transportation and the Federal Highway Administration, of the location, form and character of such installations. The traffic control devices and signs installed during construction, and those installed after completion of this project shall be in accordance with the latest edition of the national Manual on Uniform Traffic Control Devices and accepted standards adopted by the Alabama Department of Transportation of the State of Alabama and by the Federal Highway Administration. The County further agrees that subsequent traffic control devices deemed necessary by it in keeping with applicable statutes, rules and regulations to promote the safe and efficient utilization of the highway under the authority of Title 32, Chapter 5, Code of Alabama 1975, and all other

applicable laws of Alabama, shall be subject to and must have the approval of the Alabama Department of Transportation of the State of Alabama and of the Federal Highway Administration, prior to installation and the County further agrees that it will enforce traffic and control the same under the provisions of Title 32, Chapter 5, Code of Alabama 1975, and other applicable laws of Alabama.

BE IT FURTHER RESOLVED by this County Commission:

1. That the County agrees to perform all maintenance on crossroads, service drives, or relocated roads that are not designated Federal or State highways that are in the jurisdiction of the County.
2. That the County agrees to perform all maintenance on any existing road which has been replaced by a new road; or, if the existing road is not used, the County has the option of vacating same.
3. That the County agrees to perform all maintenance on interchanges to the theoretical crossing of the denied access line.
4. That the County agrees to perform all maintenance on grade separations along the roadway to the end of the bridge, or the denied access fence, whichever the case.

It is understood and agreed that no changes in this Resolution or Agreement shall in the future be made without having obtained the prior approval of the Federal Highway Administration.

THIS RESOLUTION PASSED, ADOPTED, AND APPROVED this the 14th day of February, 2012

ATTEST

County Clerk

W. D. Carrington

Commission President

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

Feb-14-2012-114

WHEREAS, the County of Jefferson Alabama (hereinafter at times referred to as County) is desirous of having certain improvements made on State Route 7 (US-11) within the Limits of Jefferson County, in accordance with plans prepared by the Alabama Department of Transportation and designated as Project Number: STPAA-0007(531) Planing, Resurfacing, Loop Detectors and Permanent Traffic Stripe along SR-7 (US-11) from East of SR-75 to Tutwiler Drive.

WHEREAS, the Alabama Department of Transportation is now or may later be desirous of receiving Federal Aid for improvement of said highway; and

WHEREAS, the Federal Highway Administration, an agency of the United States of America, will not participate in any funding for the construction of said project until and unless the County will agree to certain requirements of the Federal Highway Administration. The County for the purpose of complying with requirements of the Federal Highway Administration in regard to its funding of improvements of the type and kind in this agreement provided for, does hereby pass and adopt the following resolution:

BE IT RESOLVED by the Commission of Jefferson County, that the plans of said project including alignment, profile, grades, typical sections and paving layouts as submitted to this County and which are now on file in the office of the County Clerk are hereby approved and that the location of said project as staked out by the Alabama Department of Transportation and as shown by said plans referred to are hereby approved and the Alabama Department of Transportation, in cooperation with the Federal Highway Administration, is hereby authorized to proceed with the grading, draining, paving, and otherwise improving and construction of said project in accordance with said plans.

The County by and through its Commission hereby grants to the Alabama Department of Transportation the full use of and access to the dedicated widths of any existing streets for the construction of said project and hereby agrees to permit and allow the Alabama Department of Transportation to close and barricade the said project and intersecting streets for as long as necessary while the said project is being graded, drained, paved, and otherwise improved, and hereby agrees that the use of any street or highway for parking within an interchange area will not at any time be permitted. The County hereby further agrees to adopt or pass such legally effective ordinances and/or laws as will permanently barricade and/or relocate certain intersecting streets as required by the State and to permanently deny or limit access at certain locations as required by the State along said improvements,

all of which are more specifically stated as follows:

N/A

Please refer to: Project Notes (Sheets 21 - 2L)

Please refer to: Project Traffic Signal Notes (Sheets 2M - 2P)

Please refer to: Project Traffic Control Notes (Sheets 2Q - 2V)

Please refer to: Traffic Control Plan (Sheets 6 - 14)

BE IT FURTHER RESOLVED by the County Commission, that for and in consideration of the Alabama Department of

Transportation in cooperation with the Federal Highway Administration, constructing said highway and routing traffic along the same through the County over said project, such County hereby agrees with the Alabama Department of Transportation and for the benefit of the Federal Highway Administration, that on the above mentioned project the County will not in the future permit encroachments upon the right of way; nor will it pass any ordinances or laws fixing a speed limit contrary to those limits provided for in Title 32, Chapter 5, Code of Alabama 1975, as amended; and other laws of Alabama; nor will it permit other than parallel parking in areas where parking is permitted; nor will it allow the placing of any informational, regulatory, or warning signs, signals, median crossover, curb and pavement or other markings, and traffic signals without written approval of the Alabama Department of Transportation and the Federal Highway Administration, of the location, form and character of such installations. The traffic control devices and signs installed during construction, and those installed after completion of this project shall be in accordance with the latest edition of the national Manual on Uniform Traffic Control Devices and accepted standards adopted by the Alabama Department of Transportation of the State of Alabama and by the Federal Highway Administration. The County further agrees that subsequent traffic control devices deemed necessary by it in keeping with applicable statutes, rules and regulations to promote the safe and efficient utilization of the highway under the authority of Title 32, Chapter 5, Code of Alabama 1975, and all other applicable laws of Alabama, shall be subject to and must have the approval of the Alabama Department of Transportation of the State of Alabama and of the Federal Highway Administration, prior to installation and the County further agrees that it will enforce traffic and control the same under the provisions of Title 32, Chapter 5, Code of Alabama 1975, and other applicable laws of Alabama.

BE IT FURTHER RESOLVED by this County Commission:

1. That the County agrees to perform all maintenance on crossroads, service drives, or relocated roads that are not designated Federal or State highways that are in the jurisdiction of the County.
2. That the County agrees to perform all maintenance on any existing road which has been replaced by a new road; or, if the existing road is not used, the County has the option of vacating same.
3. That the County agrees to perform all maintenance on interchanges to the theoretical crossing of the denied access line.
4. That the County agrees to perform all maintenance on grade separations along the roadway to the end of the bridge, or the denied access fence, whichever the case.

It is understood and agreed that no changes in this Resolution or Agreement shall in the future be made without having obtained the prior approval of the Federal Highway Administration.

THIS RESOLUTION PASSED, ADOPTED, AND APPROVED this the 14th day of February, 2012

ATTEST

County Clerk

W. D. Carrington

Commission President

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

Feb-14-2012-115

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 5 to the agreement between Jefferson County, Alabama and American Acquisition Group, LLC to extend the contract time an additional twelve (12) months for a total of fifty-four (54) months for right-way acquisition services for the Morgan Road project.

AMENDMENT NO. 5
TO AGREEMENT TO PROVIDE
JEFFERSON COUNTY DEPARTMENT OF ROADS AND TRANSPORTATION
RIGHT-OF-WAY ACQUISITION SERVICES
FOR MORGAN ROAD
FROM I-459 TO SOUTH SHADES CREST ROAD

This document shall AMEND the scope of the original AGREEMENT identified as right-of-way acquisition services, including appraisal, appraisal review, acquisition, relocation and property management, for the widening of Morgan Road from I-459 to South Shades Crest Road in Jefferson County, Alabama, dated July 1, 2008 (Minute Book 157, Pages 481-482).

WITNESSETH

WHEREAS, the COUNTY desires to grant a time extension to complete the original Scope of Work with no additional increase to the contractual amount as identified in the original Agreement project under provisions of ARTICLE VI - MISCELLANEOUS PROVISIONS, SECTION 4 - DELAYS AND EXTENSIONS.

NOW, THEREFORE, the COUNTY and CONSULTANT hereby AMEND the AGREEMENT as follows:

- I. AMENDMENT TO ARTICLE IV - TIME OF BEGINNING AND COMPLETION

Amend to include the following:

Grant a time extension of twelve (12) months to the contractual time of forty-two (42) months. Total contractual time shall be 54 months from July 1, 2008.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day of , 2012.

American Acquisition Group, LLC

D. Wade Brown,

President/CEO

RECOMMENDED

E. Wayne Sullivan

Director/County Engineer

ATTEST:

Minute Clerk

JEFFERSON COUNTY COMMISSION

W. D. Carrington

President

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

Feb-14-2012-116

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the attached Professional Services Contract between Jefferson County and Jones & Berry, P.C. - Amendment No. 1 for legal services for the Morgan Road Improvements Project (Federal Aid Highway Project) to add Twenty Thousand Dollars (\$20,000.00) to the Original Contract Agreement executed through Commission on May 25, 2010, Minute Book 160, Page(s) 18-23.

RIGHT OF WAY PROJECT
AMENDMENT NUMBER ONE
TO AGREEMENT FOR LEGAL SERVICES
IN CONJUNCTION WITH COURT WORK ON
MORGAN ROAD IMPROVEMENTS STPBH-7002(600)

This document shall AMEND ARTICLE IV Payment Total Contract Amount an additional \$20,000 on the original AGREEMENT identified as AGREEMENT FOR LEGAL SERVICES IN CONJUNCTION WITH MORGAN ROAD IMPROVEMENTS STPBH-7002(600) RIGHT OF WAY PROJECT dated May 25, 2010; in Minute Book 160, Pages 18 - 23.

WITNESSETH

WHEREAS, the COUNTY deems that additional work over and above the original scope is necessary to complete the project and additional FUNDS ARE THEREFOR required to complete this project.

NOW THEREFORE, the COUNTY and the CONSULTANT/ATTORNEY hereby AMEND the AGREEMENT as follows:
AMENDMENT TO ARTICLE IV

- 1. Amend the Total Contract Amount for the Entire Project Not To Exceed: \$40,000 to read Total Contract Amount for the Entire Project Not To Exceed: \$60,000.

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures, ROBERT A. JONES, Jr., ATTORNEY AT LAW, on this 12th day of January, 2012, and the COUNTY on the 14th day of February, 2012.

ROBERT A. JONES, Jr. ATTORNEY

Robert A. Jones, Jr,

CONSULTANT/ATTORNEY

ATTEST:

COMMISSION

Minute Clerk

RECOMMENDED

E. Wayne Sullivan

Director/County Engineer

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

Jefferson County Commission

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

Feb-14-2012-117

WHEREAS, the Office of Senior Citizens Services was awarded grant funded in the amount of \$69,611.00 from the Alabama Department of Senior Services (ADSS); and

WHEREAS, additional funds have been received in the amount of \$30,344.00 to pay wages and fringes for two Ombudsman, along with administrative cost for the program. The total budget for this grant is \$99,955.00; and

WHEREAS, there is no in-kind match and therefore, no additional funds are required

NOW, THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION to accept additional funds in the amount of \$30,344.00 from the Alabama Department of Senior Services to be used for the Ombudsman Program.

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

Feb-14-2012-118

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, by and through the Jefferson County Office of Senior Citizen Services and the City of Warrior to provide funding for a senior center for FY2011-2012 in the amount of \$10,000.

Contract Amendment No 1

This Amendment to Contract entered into this 1st day October, 2011 between Jefferson County, Alabama by and through the Office of Senior Citizens Services (OSCS), hereinafter referred to as "the County" and City of Warrior, referred to as the "Agency".

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Agency wishes to amend the Contract.

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

The Contract between the parties entered into on the 17th day of August 2010, which was approved by the Commission and recorded in Minute Book 160 page 322, is hereby amended as follows:

Services shall commence on October 1, 2011 and end September 30, 2012.

The dates for the center holiday are as follows:

November 11, 2011 Veteran's Day	November 24-25, 2011 Thanksgiving
December 26-30, 2011 Christmas	January 2, 2012 New Year's Day
January 16, 2011 Martin Luther King Day	April 6, 2012 Easter Observed
Slav 28, 2012 Memorial Day	July 4-5, 2012 Independence Day
September 03, 2012 Labor Day	

Centers must maintain a minimum attendance of 30 seniors in order to remain opened

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

JEFFERSON COUNTY COMMISSION:

W. D. Carrington, President

AGENCY:

Rena Hudson, Mayor

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

Feb-14-2012-119

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, by and through the Jefferson County Office of Senior Citizen Services and the City of Homewood Parks & Recreation to provide funding for a senior center for FY2011-2012 in the amount of \$10,000.

Contract Amendment No 1

This Amendment to Contract entered into this 1st day October, 2011 between Jefferson County, Alabama by and through the Office

of Senior Citizens Services (OSCS), hereinafter referred to as "the County" and City of Homewood Parks & Recreation, referred to as the "Agency".

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Agency wishes to amend the Contract.

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

The Contract between the parties entered into on the 17th day of August 2010, which was approved by the Commission and recorded in Minute Book 160 page 322, is hereby amended as follows:

Services shall commence on October 1, 2011 and end September 30, 2012.

The dates for the center holiday are as follows:

- | | |
|---|-----------------------------------|
| November 11, 2011 Veteran's Day | November 24-25, 2011 Thanksgiving |
| December 26-30, 2011 Christmas | January 2, 2012 New Year's Day |
| January 16, 2011 Martin Luther King Day | April 6, 2012 Easter Observed |
| Slav 28, 2012 Memorial Day | July 4-5, 2012 Independence Day |
| September 03, 2012 Labor Day | |

Centers must maintain a minimum attendance of 30 seniors in order to remain opened

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

JEFFERSON COUNTY COMMISSION:

W. D. Carrington, President

AGENCY:

_____, Mayor

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

Feb-14-2012-120

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney is hereby authorized to settle the workers' compensation claim of Josephine Barton in the amount of Twenty-Five Thousand and 00/100 (\$25,000) Dollars.

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

Feb-14-2012-121

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney is hereby authorized to settle the workers' compensation claim of Roger Gossett in the amount of Ten Thousand and 00/100 (\$10,000.00) Dollars.

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

Feb-14-2012-122

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney is hereby authorized to settle the workers' compensation claim of Vita Smith in the amount of Five Thousand Three Hundred Seventy-Two and 40/100 (\$5,372.40) Dollars.

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

Feb-14-2012-123

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney is hereby authorized to settle the workers' compensation claim of Wilson Miles in the amount of Four Thousand Eighteen and 84/100 (\$4,018.84) Dollars.

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

Feb-14-2012-124

**JEFFERSON COUNTY COMMISSION RESOLUTION
TAX LEVY 2012**

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

COUNTY PURPOSES

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

**SCHOOL PURPOSES
Countywide**

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

**SCHOOL PURPOSES
District**

(Jefferson County School Tax District)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Feb-14-2012-125

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 2 to the agreement between Jefferson County, Alabama and All Temps System, d/b/a Darrel Walker Personnel Workforce Systems to provide critical temporary staffing for the period January 1, - December 31, 2012 in an amount not to exceed \$585,000.

AMENDMENT TO CONTRACT NO. 2

This Amendment to the Contract entered in to this 22nd day November, 2011 by and between Jefferson County, Alabama, through the Human Resources (hereinafter called the "County Commission"), and All Temps Systems d/b/a Darrell Walker Personnel Workforce Systems. (hereinafter referred to as the "the Contractor").

WITNESSETH:

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

WHEREAS, the Agency wishes to amend the Contract.

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

The Contract between the parties referenced above, which was approved by the Jefferson County Commission on 28th day of December 2009, and recorded in Minute Book 161, Page(s)141-142, is hereby amended as follows:

Amend the Terms of Work Paragraph as follows: This contract will be effective January 1, 2012 through December 31, 2012

Under Item 2. "Scope of Services" amend the paragraph by adding the job classifications and hourly rates as follow:

	Pay Rate	Billing Rate
Medical Laboratory Technician	\$16.00 per hour	\$21.76 per hour

Nuclear Medicine Technician	\$30.00 per hour	\$40.80 per hour
Occupational Therapist	\$37.00 per hour	\$50.32 per hour
Physical Therapist	\$35.00 per hour	\$47.60 per hour
Radiology Technician	\$22.00 per hour	\$29.92 per hour
Respiratory Therapist	\$22.00 per hour	\$31.28 per hour
Social Worker	\$16.00 per hour	\$22.45 per hour
Ultrasound Technician	\$25.00 per hour	\$34.00 per hour

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

Jefferson County, Alabama
W. D. Carrington, President
Jefferson County Commission
Agency:
Shelia McCutcheon
All Temps Systems, Inc.

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

Feb-14-2012-126

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 2 to the agreement between Jefferson County, Alabama and TRC Staffing Services to provide critical temporary staffing for the period January 1, - December 31, 2012 in an amount not to exceed \$65,000.

AMENDMENT TO CONTRACT NO. 2

This Amendment to the Contract entered in to this 22nd day November, 2011 by and between Jefferson County, Alabama, through the Human Resources (hereinafter called the "County Commission"), and TRC Staffing Services, Inc. (hereinafter referred to as the "the Contractor").

WITNESSETH:

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

WHEREAS, the Agency wishes to amend the Contract.

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

The Contract between the parties referenced above, which was approved by the Jefferson County Commission on 28th day of December 2009, and recorded in Minute Book 159, Page(s)142-144, is hereby amended as follows:

Amend the Terms of Work Paragraph as follows: This contract will be effective January 1, 2012 through December 31, 2012

Under Item 2. "Scope of Services" amend the paragraph by adding the job classifications and hourly rates as follow:

Medical Lab Technician	\$17.40 per hour
Nuclear Medicine Technician	\$29.00 per hour
Occupational Therapist	\$26.10 per hour
Physical Therapist	
Entry Level	\$29.00 per hour
Senior Level	\$34.80 per hour
Radiology Technician	\$15.95 per hour
Respiratory Therapist	\$21.75 per hour
Social Worker	\$17.40 per hour
Ultrasound Technician	\$21.75 per hour

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

Jefferson County, Alabama
W. D. Carrington, President
Jefferson County Commission
Agency:
Holly Harris

TRC Staffing Services, Inc.

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

Feb-14-2012-127

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 2 to the agreement between Jefferson County, Alabama and AMT Medical Staffing to provide critical temporary staffing for the period January 1, - December 31, 2012 in an amount not to exceed \$769,117.

AMENDMENT TO CONTRACT NO. 2

This Amendment to the Contract entered in to this 22nd day November, 2011 by and between Jefferson County, Alabama, through the Human Resources (hereinafter called the "County Commission"), and AMT Medical Staffing (hereinafter referred to as the "the Contractor").

WITNESSETH:

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

WHEREAS, the Agency wishes to amend the Contract.

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

The Contract between the parties referenced above, which was approved by the Jefferson County Commission on 28th day of December 2009, and recorded in Minute Book 161, Page(s)142, is hereby amended as follows:

Amend the Terms of Work Paragraph as follows: This contract will be effective January 1, 2012 through December 31, 2012

Under Item 2. "Scope of Services" amend the paragraph by adding the job classifications and hourly rates as follow:

Medical Lab Technician	\$28.00 per hour
Medical Social Worker	\$31.00 per hour
Nuclear Medicine Technician	\$48.00 per hour
Occupational Therapist	\$70.00 per hour
Physical Therapist	\$75.00 per hour
Radiology Technician	\$33.00 per hour
Respiratory Therapist CRT	\$35.00 per hour
Respiratory Therapist RRT	\$48.00 per hour
Ultrasound Technician	\$46.00 per hour

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

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

Agency:
Amy Disney
AMT Medical Staffing

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

Feb-14-2012-128

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 2 to the agreement between Jefferson County, Alabama and ATC Heathcare Services, Inc. to provide critical temporary staffing for the period January 1, - December 31, 2012 in an amount not to exceed \$732,994.

AMENDMENT TO CONTRACT NO. 2

This Amendment to the Contract entered in to this 22nd day November, 2011 by and between Jefferson County, Alabama, through the Human Resources (hereinafter called the "County Commission"), and ATC Heathcare Services, Inc. (hereinafter referred to as the "the

Contractor").

WITNESSETH:

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

WHEREAS, the Agency wishes to amend the Contract.

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

The Contract between the parties referenced above, which was approved by the Jefferson County Commission on 28th day of December 2009, and recorded in Minute Book 159, Page(s)142-144, is hereby amended as follows:

Amend the Terms of Work Paragraph as follows: This contract will be effective January 1, 2012 through December 31, 2012

Under Item 2. "Scope of Services" amend the paragraph by adding the job classifications and hourly rates as follow:

Medical Lab Technician	\$36.00 per hour
Nuclear Medicine Technician	\$43.00 per hour
Occupational Therapist	\$65.00 per hour
Physical Therapist	\$65.00 per hour
Radiology Technician	\$36.00 per hour
Respiratory Therapist	\$40.00 per hour
Social Worker	\$36.00 per hour
Ultrasound Technician	\$43.00 per hour

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

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

Agency:
David Savitsky, CEO
ATC Healthcare Services, Inc.

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

Feb-14-2012-129

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 2 to the agreement between Jefferson County, Alabama and Augmentation, Inc. to provide critical temporary staffing for the period January 1, - December 31, 2012 in an amount not to exceed \$869,023.

AMENDMENT TO CONTRACT NO. 2

This Amendment to the Contract entered in to this 22nd day November, 2011 by and between Jefferson County, Alabama, through the Human Resources (hereinafter called the "County Commission"), and Augmentation, Inc. (hereinafter referred to as the "the Contractor").

WITNESSETH:

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

WHEREAS, the Agency wishes to amend the Contract.

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

The Contract between the parties referenced above, which was approved by the Jefferson County Commission on 28th day of December 2009, and recorded in Minute Book 159, Page(s)142-144, is hereby amended as follows:

Amend the Terms of Work Paragraph as follows: This contract will be effective January 1, 2012 through December 31, 2012

Under Item 2. "Scope of Services" amend the paragraph by adding the job classifications and hourly rates as follow:

Medical Lab Technician	\$22.00 per hour
Nuclear Medicine Technician	\$44.00 per hour
Occupational Therapist	\$47.00 per hour
Physical Therapist	\$49.00 per hour
Radiology Technician	\$39.00 per hour
Respiratory Therapist	\$26.00 per hour
Social Worker	\$30.00 per hour

Ultrasound Technician \$32.00 per hour

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

Jefferson County, Alabama
W. D. Carrington, President
Jefferson County Commission
Agency:
Patti Holt
Augmentation, Inc.

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

Feb-14-2012-130

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-2012-002 Lindsay N. and Yancey H. Cook, owners, request a change in zoning on Parcel ID#31-14-4-5-2.0 in Section 14 Twp 18 Range 5 West from I-3 (Industrial) to R-1(Single Family) for compliance for a residence. (Site Address: 938 Pinewood Avenue, Hueytown, AL 35023) (CONCORD)(1.05 Acres M/L)

Motion was made by Commissioner Knight seconded by Commissioner Brown that Z-2012-002 be approved. Voting "Aye" Knight, Brown, Bowman and Carrington.

Z-2012-004 J. Kent and Angela A. Byram, owners; Greylan Glaze, agent, requests change in zoning on Parcel ID# 32-26-0-0-81.1 in Section 26 Twp 18 Range 6 West from A-1 (Agriculture) to U-1 (Utilities) for a pump station. (Site Address: 2304 Mud Creek Road; Hueytown, AL 35023)(OAK GROVE)(0.72 Acres M/L)

Motion was made by Commissioner Bowman seconded by Commissioner Brown that Z-2012-004 be approved. Voting "Aye" Bowman, Brown, Carrington and Knight.

Z-2012-001 Warrior River Water Authority, owner; Greylan Glaze, agent, requests a change of zoning on Parcel ID# 43-21-2-0-20.1 in Section 21 Twp 20 Range 5 West from A-1 (Agriculture) to U-1 (Utilities) for pump station. (Site Address: 7850 Old Tuscaloosa Highway, McCalla, AL 35111) (McCALLA) (0.33 Acres M/L)

RESTRICTIVE COVENANTS: 1. Any fencing of the site shall consist of black chain link; 2. the structure shall be constructed of split block with a gabled roof, similar to the Authority's existing pump station at John's Road and Blue Creek Road; and, 3. the existing natural vegetation on the site shall be preserved to the maximum extent possible.

Motion was made by Commissioner Knight seconded by Commissioner Brown that Z-2012-001 be approved subject to filing of covenants. Voting "Aye" Knight, Brown, Bowman and Carrington.

Z-2012-003 Concord Highland Baptist Church, owners; Joe N. Bowden, agent, requests change in zoning on Parcel ID#s 31-23-1-0-9.0

& 60.0 in Section 23 Twp 18 Range 5 West fom R-2 (Single Family) to INSTITUTIONAL -1 to consolidate zoning for future reconstruction of a church. (Site Addresses: 3530 Warrior River Road and 106 Alpine Street; Hueytown, AL 35023)(CONCORD)(0.79 Acres M/L)

Rezoning to be contingent upon submission of a preliminary drainage analysis and approval of same by the Department of Roads & Transportation; and to be further subject to the following Covenants: 1. There shall be no access to Warrior River Road from the subject properties; and, 2. road improvements as may be deemed necessary by the Department of Roads & Transportation in order to provide proper access to the property or properties shall meet the specifications of said Department. 3. All lighting is to be directed downward and away from any residential property.

Motion was made by Commissioner Knight seconded by Commissioner Brown that Z-2012-003 be approved subject to filing of covenants. Voting "Aye" Knight, Brown, Bowman and Carrington.

Z-2012-005 Jerry & Billie J. Graham, owners, requests change in zoning on Parcel ID# 32-15-0-0-part of 5 in Section 15 Twp 18 Range 6 West from A-1 (Agriculture) to INSTITUTIONAL -1 for a church. (Site Address: 1512 Toadvine Road; Hueytown, AL 35023)(OAK GROVE)(12.86 Acres M/L)

Motion was made by Commissioner Knight seconded by Commissioner Brown that Z-2012-005 be approved. Voting "Aye" Knight, Brown, Bowman and Carrington.

Z-2011-011 Lois P. Kirk, owner; Robert R. Murphy, agent. Change of zoning on Parcel ID# 14-4-4-2-1.1 in Sections 4 Twp 16 Range 6 West from R-1 (Single Family) to C-1 (Commercial) for expansion of a car sales business. (Case Only: 5526 Sutherland Road; Mount Olive, AL 35117) (MOUNT OLIVE) (0.5 Acres M/L)

RESTRICTIVE COVENANTS: 1. a minimum 15-foot planted buffer shall be installed along the south property line where abutting residential properties; 2. all exterior lighting shall be directed downward onto the property, and away from any residential development; and, 3. complete construction plans must be submitted and approved prior to commencing any disturbance or development activity on either parcel, and before establishing any commercial activity on or use of the subject parcel.

Motion was made by Commissioner Knight seconded by Commissioner Brown that Z-2011-011 be carried over to March, 2012 agenda. Voting "Aye" Knight, Brown, Bowman and Carrington

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 Brown seconded by Commissioner Knight to convene an Executive Session. Voting "Aye" Brown, Knight, Bowman and Carrington.

Commissioner Carrington 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, February 28, 2012.

President

ATTEST

Minute Clerk

END OF MINUTE BOOK 162