

STATE OF ALABAMA)

JEFFERSON COUNTY) March 13, 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 3 - James A. (Jimmie) Stephens

District 4 - Joe Knight

District 5 - David Carrington

Motion was made by Commissioner Stephens seconded by Commissioner Bowman that the Minutes of February 28, 2012, be approved. Voting "Aye" Stephens, Bowman, Brown, Carrington and Knight.

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The Commission met in Work Session on March 6 and 9, 2012, and approved the following items to be placed on the March 13, 2012, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Items 1 through 4.
- Commissioner Brown, Community Service and Roads and Transportation Committee Items 1 through 17.
- Commissioner Carrington, Administrative Services Committee - Items 1 through 8.
- Commissioner Knight, Land Planning and Development Services, Emergency Management Agency, Board of Registrars and Courts, Inspection Services Committee Items 1 through 4.
- Commissioner Stephens, Finance & Information Technology Committee Items 1 through 24.

Commissioner Knight asked the other Commissioners to no become desensitized to the long tag lines and to continue to look at ways to reopen the Center Point Satellite Courthouse. Travis Hulse, Director of Revenue said he was working on a report regarding the cost of reopening the Center Point Courthouse. Tony Petelos, County Manager stated he was working on a draft contract for the lease of a portion of the Center Point Courthouse by the 911 Emergency Communications District and that this would provide \$50,000 towards the possible reopening.

Mr. Petelos also presented to the Commission an analysis of the number of employees by department from February, 2008 through estimated post-RIF, 2012.

Mr. Peelos also stated that by the end of the fiscal year, Cooper Green Mercy Hospital would have a deficit of several million dollars.

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Mar-13-2012-153

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-2011-011 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 Stephens that Z-2011-011 be denied. There was no second to the motion.

Motion was made by Commissioner Brown seconded by Commissioner Bowman that Z-2011-011 be amended by the adding two (2) additional covenants. Voting "Aye" Brown, Bowman and Carrington. Voting "Nay" Knight and Stephens.

Commissioner Brown withdrew the above motion.

Motion was made by Commissioner Knight seconded by Commissioner Brown that Z-2011-011 be carried over. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

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Mar-13-2012-154

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the contract between Jefferson County, Alabama and Molton, Allen & Williams, LLC, approved at M.B. 162, PGS. 105-108, on August 9, 2011, is hereby terminated for convenience of the County effective thirty (30) days following the adoption of this resolution.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Manager shall immediately notify Molton, Allen & Williams, LLC, of this action.

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

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Mar-13-2012-155

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

Lease Agreement with CCA Financial, LLC for lease of a Konica Minolta replacement copier in the Administration Department for a period of three (3) years, March 1, 2012 - March 1, 2105, in the amount of \$13,517.52 plus maintenance cost.

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

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Mar-13-2012-156

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute the Amendment to the Agreement dated April 19, 2011 to Provide Professional Engineering Services for Total Phosphorus Removal and Wet Weather Management - Design Phase, Trussville WWTP between Jefferson County and CDM Smith, Inc. This Amendment increases the contract value by \$465,000 to an amended total of \$1,153,700.00.

SUPPLEMENTAL AGREEMENT TO  
AGREEMENT TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR

TOTAL PHOSPHORUS REMOVAL AND WET WEATHER MANAGEMENT – DESIGN PHASE, TRUSSVILLE WWTP

This SUPPLEMENTAL AGREEMENT is hereby included as an amendment to and incorporated as part of the AGREEMENT TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR TOTAL PHOSPHORUS REMOVAL AND WET WEATHER

MANAGEMENT – DESIGN PHASE, TRUSSVILLE WWTP made on April 19, 2011, between John S. Young, Jr., LLC, Receiver, as Party of the First Part, and CDM Smith Inc, (formerly Camp Dresser & McKee Inc. or CDM) as Party of the Second Part, hereinafter referred to as the CONSULTANT.

The original agreement (April 19, 2011 Agreement) for this project included design of the Phase I improvements identified in the April 2011 TMDL Compliance Master Plan. However, during the execution of the preliminary design work it became evident that due to the short period of time between the Alabama Department of Environmental Management (ADEM) compliance dates for the Phases I and Phase II effluent phosphorus limits, the design and construction of Phase II improvements should occur simultaneously with the Phase I improvements. It was determined that there would be cost savings to the County for taking advantage of the economy of scale that would occur by constructing both Phases under the same contract and would avoid having Phase II improvements under design while Phase I improvements are being constructed.

In addition, a much less expensive alternative for meeting the more stringent phosphorus limits was identified during the preliminary design. The resulting change in direction will save the County on the order of \$4 million in construction cost and significant cost saving in annual operation and maintenance expenses. Some additional engineering cost was incurred in performing the evaluation and initial design work necessary for the CONSULTANT to identify and verify the feasibility and benefit of the new alternative. The preliminary design report incorporated the changes resulting from the items above.

This amendment addresses the changes in engineering services to incorporate the above changes. In addition, this amendment includes several other tasks, which are described in the scope of work below.

1. The Scope of Work of CONSULTANT that is described in Article I of the April 19, 2011 Agreement is amended and supplemented to provide design and bidding assistance for the facilities and improvements described in the November 15, 2011 Trussville WWTP Preliminary Design Report (PDR) prepared by the CONSULTANT.

Additions to the scope of work from the original agreement included in the PDR include:

- A polymer feed system for settling and filtration,
- One additional automatic backwash filter,
- A solids dewatering system (belt filter press or screw press, polymer storage and feed system, and an associated building),
- Replacement of existing thickener pumps,
- A flow metering and flow control system to feed belt presses or screw presses from thickener recirculation line,
- Plant water pumping system modifications (not designed to meet fire protection requirements),
- Elimination of the BioMag system, and
- Associated civil and site plan revisions.

2. In addition to the design work described in the PDR, the Agreement is amended to include the following efforts:

- Evaluation and preliminary design of an alternative to the BioMag system for meeting the proposed ADEM Phase II phosphorus limits. This work is complete (see above).

- Preparation of flood plain and site development permit applications for submittal to Jefferson County Land Development and Zoning and response to one set of subsequent comments.

- The County requested that the CONSULTANT evaluate the use of screw presses instead of belt filter presses for sludge dewatering. This task will include setting up a site visit to a facility that is currently using screw presses and comparison of screw presses against a belt press, including life cycle cost differences. This scope does not include the cost for revision of the PDR or additional final design efforts (if necessary) if screw presses are selected for implementation.

- The evaluation of the use of a screw press instead of belt filter presses for sludge dewatering shows that using a screw press would result in long term savings of at least \$94,000. Consequently, the County requested that CONSULTANT revise the design to a screw press. This task will include revision of the preliminary design and assistance with obtaining proposals for screw press equipment. Final design of screw press is included in scope and fee.

3. The responsibility of COUNTY as described in Article I – Section 2 of said Agreement are amended and supplemented as follows:

- None.

4. The time period for the performance of CONSULTANT's services as set forth in Article II of said Agreement are amended as follows:

- The CONSULTANT agrees to complete the Final Detailed Design and be ready to Advertise the project for bidding within 196 calendar days from execution of this Supplemental Agreement as follows:

5. The method of payment for services rendered by ENGINEER shall be as set forth below:

- For the Basic Services performed by the CONSULTANT under Section 1 of this Amendment, compensation from the COUNTY 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 established in the AGREEMENT. This amendment shall increase the maximum engineering cost of \$688,700 by \$465,000 for a total not to exceed amended total contract amount of one million one hundred thirty eight thousand seven hundred dollars (\$1,153,700.00).

6. COUNTY has established the following special provision and/or other consideration or requirements in respect to the Assignment.

· None.

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures, CDM Smith Inc. the \_\_\_\_ day of \_\_\_\_\_ 2012, and W.D. Carrington, President, Jefferson County Commission, Alabama on the \_\_\_\_ day of \_\_\_\_\_ 2012.

CDM Smith Inc.

Jia-Chyi Lan, PE

Vice President

RECOMMENDED:

David Denard, Director of Environmental Services Department

APPROVED:

ATTEST:

Minute Clerk

JEFFERSON COUNTY COMMISSION:

W.D. Carrington, President

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

Mar-13-2012-157

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute an Agreement between Jefferson County, Alabama and Gresham, Smith & Partners, in the amount of \$122,000.00 to Provide Professional Engineering Services for the Cahaba 3 Television Inspection – Specification, Bidding, and Construction Management.

A G R E E M E N T PROFESSIONAL ENGINEERING SERVICES FOR

CAHABA 3 TELEVISION INSPECTION – SPECIFICATION, BIDDING, AND CONSTRUCTION MANAGEMENT

This AGREEMENT, made this the \_\_\_\_ day of \_\_\_\_, 2012 by and between Jefferson County, Alabama as Party of the First Part, hereinafter referred to as the OWNER, and Gresham, Smith and Partners, as Party of the Second Part, hereinafter referred to as the CONSULTANT.

WHEREAS, the said CONSULTANT has agreed and by these presents does agree with the OWNER for the consideration hereinafter mentioned with payment to be administered by the OWNER to accomplish the analysis, design, specifications and construction management for the Cahaba 3 Television Inspection – Specification, Bidding, and Construction Management Services as outlined in the Scope of Work.

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

ARTICLE I - SCOPE OF WORK

The CONSULTANT, in the accomplishment of work under this AGREEMENT, shall meet the requirements for conformance with the standards adopted by the Jefferson County Commission and shall ascertain the practices of the Jefferson County Environmental Services Department prior to beginning any of the work on this project. All work under this AGREEMENT shall be performed in accordance with the standards of care for professional services under Alabama law.

The scope of the geographic area of work proposed in this AGREEMENT will include primarily parts of Hoover but some unincorporated areas of Jefferson County. The scope of the work shall include furnishing Professional Engineers to provide the services required by this AGREEMENT.

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

SECTION 1 – OBLIGATION OF CONSULTANT TO OWNER

The CONSULTANT will perform the following engineering services:

Task 1 - Project Meetings and Progress Reports

- 1.1. Project Meetings – Meetings will be held once a month, if JCESD wishes.
- 1.2. Progress Reports will be submitted monthly along with project invoices.
- 1.3. Invoices will be submitted monthly.

Task 2 - Develop New Smoke Testing Specification

- 2.1. Research internal, external, and National Association of Sewer Service Companies (NASSCO) Smoke Testing Specifications for inclusion into a new County Specification.
- 2.2. Review Smoke Testing Specifications for inclusion into County Specification.
- 2.3. Develop new County Smoke Testing Specification.

2.4. Meet with JCESD to finalize final document.

Task 3 - Finalize Plans and Bidding Services for Cahaba 3 TVI

3.1. Perform quality assurance/quality control (QA/QC) measures on JCESD produced plans, and seal drawings.

3.2. Estimate construction costs.

3.3. Distribute plans and specifications – This task will include time for plan/specification distribution and discussions with contractors, review of statement of bidders' qualifications, along with all reimbursable costs of printing.

3.4. Conduct and lead pre-bid conference, along with JCESD staff. Produce minutes from this meeting.

3.5. If necessary, address questions and produce addendums in conjunction with JCESD. We anticipate no more than one addendum.

3.6. Conduct bid, review bids and prepare bid tabulation. Recommend award of contract.

Task 4 - Construction Phase Services (15 week duration)

4.1. Conduct and lead pre-construction conference, along with JCESD staff. Produce minutes from this meeting.

4.2. Review Submittals and RFIs.

4.3. Conduct resident project representative services, as needed.

4.4. Track progress from resident project representative.

4.5. Respond to questions and/or complaints.

4.6. Process monthly pay requests.

4.7. Alert JCESD of any catastrophic failures found during construction.

4.8. Perform QA/QC on TVI data submitted by the contractor.

4.9. Lead bi-weekly progress meetings with contractor.

4.10. This task does not include record drawings.

## SECTION 2 – OBLIGATION OF THE OWNER TO THE CONSULTANT

It is understood that the OWNER will:

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

2. Assist the CONSULTANT by placing at their disposal all available information pertinent to the project, including previous reports and any other data relative to the project.

3. Designate a project manager to coordinate CONSULTANT's work and to assist as OWNER's representative with respect to the work to be performed under this AGREEMENT.

4. Examine studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the CONSULTANT and render decisions in writing pertaining thereto within a reasonable time so as not to delay the services of the CONSULTANT.

5. Guarantee legal access to and make all provisions for the CONSULTANT to enter upon public and private lands as required for the CONSULTANT to perform the work under this AGREEMENT.

6. 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 OWNER's 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 environmental site assessments, if required.

12. Assume all costs of public hearings, if required.

13. Assume all costs for railroad permit fees, if required.

14. Assume all costs for flow monitoring within study area, if required.

## SECTION 3 – CONFERENCES AND VISITS TO SITE

1. Conferences will be held at the request of either the OWNER or the CONSULTANT to discuss matters pertinent to any phase of the project.

2. Requests for visits to the site may be made by the OWNER or the CONSULTANT in conjunction with any other party or parties.

## ARTICLE II - TIME OF BEGINNING AND COMPLETION

1. The CONSULTANT agrees to start work on the professional services outlined under Article I of this AGREEMENT within ten (10) days upon receipt of written notice from the OWNER to proceed. The OWNER will not notify the CONSULTANT to commence work until this AGREEMENT has been formally approved by both parties.

2. The work to be performed shall be performed within twelve (12) months after NTP.

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

1.

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

#### ARTICLE III - PAYMENT

##### SECTION 1

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

For the work contemplated under Article I, Section 1, the OWNER will pay the CONSULTANT an amount not to exceed one hundred and twenty-two thousand dollars (\$122,000.00), based upon the attached Fee Schedule which is hereby incorporated as a part of this AGREEMENT. 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 OWNER and along with other evidence of performance as the OWNER may deem necessary. The OWNER shall pay the CONSULTANT within thirty (30) days of receipt of the Consultant's payment request by the County Finance Department.

##### SECTION 2

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

#### ARTICLE IV - MISCELLANEOUS PROVISIONS

##### SECTION 1 - CHANGES OF WORK

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

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

##### SECTION 2 - OWNERSHIP OF ENGINEERING DOCUMENTS

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

##### SECTION 3 - CONSULTANT'S ENDORSEMENT

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

##### SECTION 4 - DELAYS AND EXTENSIONS

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

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

##### SECTION 5 - TERMINATION OR ABANDONMENT

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

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

compensation to the CONSULTANT, the OWNER shall apply the following:

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

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

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

SECTION 6 – TERMINATION OF CONTRACT FOR BREACH

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

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

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

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

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

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

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

SECTION 7 - CONTROVERSY

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

SECTION 8 – RESPONSIBILITY FOR CLAIMS AND LIABILITY

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

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

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

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

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

SECTION 9 - GENERAL COMPLIANCE WITH LAWS

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

#### SECTION 10 - SUBLETTING, ASSIGNMENT OF TRANSFER

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

#### SECTION 11 - 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 or the OWNER, except regularly retired employees, without written consent of the public employer of such person.
2. The CONSULTANT warrants that he has not employed or retained any company, or person other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this AGREEMENT, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty, the OWNER shall have the right to annul this contract without liability or, at its discretion, deduct from the contract price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts or contingent fee.
3. No OWNER official, employee of the OWNER, Jefferson County Commission official, or employee of the Jefferson County Commission shall be admitted to any share or part of this AGREEMENT, or to any benefit that may arise there from, except the use of the facility being designed as enjoyed by the general public.

#### SECTION 12 - CONTROL

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

#### SECTION 13 - CONDITIONS AFFECTING WORK

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

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

A. Non-Discrimination:

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

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

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

C. Sanctions of Noncompliance:

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

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

#### SECTION 14 - GOVERNING LAW/DISPUTE RESOLUTION



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

ARTICLE V

SECTION 1 - EXECUTORY CLAUSE

1. The CONSULTANT specifically agrees that this AGREEMENT shall be deemed executory only to the extent of monies available and no liability shall be incurred by the OWNER beyond the monies available for that purpose.
2. The CONSULTANT, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself in a manner consistent with such status, that he will neither hold himself out as, nor claim to be an officer or employee of Jefferson County, Alabama or of the OWNER by reason hereof, and that he will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to any officer or employee of Jefferson County, Alabama or of the OWNER, including, but not limited to, Workmen's Compensation coverage or retirement membership or credit.

ARTICLE VI

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures, Company on the \_\_\_\_ day of \_\_\_\_\_, 2012, and the OWNER on the \_\_\_\_ day of \_\_\_\_\_, 2012.

Gresham, Smith and Partners

Reginald W. Harris, P.E.

James C. Griffo, AIA

Managing Principal

RECOMMENDED:

David Denard

Director of Environmental Services

ATTEST:

Minute Clerk

Jefferson County Commission

W. D. Carrington, President

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

Mar-13-2012-158

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

AGREEMENT NO.: 69-4101-12-0018

SPONSOR: Jefferson County Commission

EWP EVENT: 2011 Tornadoes

CDFA:10.923

UNITED STATES DEPARTMENT OF AGRICULTURE

NATURAL RESOURCES CONSERVATION SERVICE

PROJECT AGREEMENT

Local Contracting

THIS AGREEMENT (the Agreement) is hereby entered between the Jefferson County Commission (Sponsor) and the United States Department of Agriculture (USDA), Natural Resources Conservation Service (NRCS). It is effective upon execution of both parties.

WITNESSETH THAT:

WHEREAS, under the provisions of Section 216 of the Flood Control Act of 1950, Public Law 81-516 and the Agricultural Credit Act of 1978, Section 403, Public Law 95-334, 33 U.S.C 701 B-1, NRCS is authorized to assist the Sponsor in relieving hazards created by natural disasters that cause a sudden impairment of a watershed; and

WHEREAS, the Sponsor and NRCS agree to a plan that provides for restoration of certain works of improvement referenced in Section A of this Agreement in accordance with these authorities;

NOW THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by the parties hereto as set forth, the Sponsor and NRCS do hereby agree as follows:

A. It is agreed that the work described below is to be installed at an estimated cost of one hundred four thousand, thirty-four dollars (\$104,034). NRCS will bear responsibility for ninety (90) percent of the cost, up to ninety-three thousand, six hundred thirty-one dollars (\$93,631). The Sponsor will bear responsibility for ten (10) percent of the costs, approximately ten thousand, four hundred three dollars (\$10,403).

DSR Number	Description of Work	Total Estimated Installation Cost	Maximum NRCS Share	Estimated Sponsor Share
JCC-11-0001	Debris removal	\$104,034	\$93,631	\$10,403

B. The Sponsor will:

1. Contract for the works of improvement described in Section A (the Works) and provide for their completion on or before July 31, 2012. The Sponsor shall provide a copy of each solicitation (Invitation for Bids, Request for Quotations or Request for Proposals), bid abstract and the awarded contract to the NRCS District Conservationist (DC) in the county where the work is performed and the NRCS Government Representative (GR) identified in Section C. Any costs incurred prior to full execution of this Agreement will be ineligible for reimbursement.
2. Ensure that equipment is not operated in streams, on stream banks, or in waterways in the course of performing the Works. Should Sponsor operate equipment or allow equipment to be operated in streams or waterways, NRCS may immediately terminate this Agreement and its obligation to make any payments to Sponsor.
3. Ensure that contractors limit work to repairs and/or debris removal resulting from the 2011 Tornadoes.
4. Designate an individual (Project Liaison) to serve as liaison between the Sponsor and NRCS and identify that person to NRCS in writing along with a list of his or her duties, responsibilities and authorities.
5. Provide certification that real property rights have been obtained for the Works. Certification must be provided on Form SCS-ADS-78, Assurances Relating to Real Property Acquisition (attached and incorporated as Exhibit A) and supported by an attorney's opinion attached to the form. The Sponsor shall provide such certification prior to issuing any solicitation for the installation of the Works. The Sponsor shall accept all financial and other responsibility for excess costs resulting from its failure to obtain, or its delay in obtaining, adequate land and water rights, permits and licenses needed for the Works.
6. Provide in-kind contributions (material, non-reimbursable labor, equipment costs) and/or cash contributions in an amount equal to at least 10 percent of the actual total installation costs identified in Section A. Actual total installation costs means the amount of contracts awarded plus eligible Sponsor in-kind contributions. The Sponsor's administrative costs (such as securing land rights and permits, attending meetings and reviewing documents and works in progress) are not eligible in-kind contributions. The estimated value of Sponsor's required contribution is \$10,403.
7. Provide all technical services necessary to complete surveys, designs, plans, specifications, a Quality Assurance Plan (QAP), construction inspection, contracting activities and administration. The engineer responsible for final approval of plans and specifications (Sponsor's Professional Engineer) must be registered in the State of Alabama. The QAP should outline the technical and administrative expertise required to ensure the Works are installed in accordance with the plans and specifications, describe items to be inspected, list equipment required for inspection, outline the frequency and timing inspections (continuous or periodic), inspection procedures and record-keeping requirements. NRCS may reimburse the Sponsor for actual technical services costs in an amount equal to nine (9) percent of the actual total installation costs, but not to exceed nine thousand, three hundred sixty-three dollars (\$9,363). Actual total installation costs means the amount of contracts awarded plus eligible Sponsor in-kind contributions. The total amount reimbursed to Sponsor under this Agreement, including installation costs and technical service costs, will not exceed one hundred two thousand, nine hundred ninety-four dollars (\$102,994). Refer to the Estimated Budget for Local Contract (attached and incorporated as Exhibit B) for additional cost-share information.
8. On complex sites, or as requested by NRCS, hold a predesign conference with NRCS. Attendees must include the GR, the Sponsor's Professional Engineer and the Sponsor's Project Liaison. The parties shall jointly establish design parameters during the conference.
9. Prior to solicitation of bids, submit the preliminary design, construction specifications, drawings and QAP to the GR. The documents should reflect standard engineering principles, the design parameters set during the predesign conference and the QAP.
10. Upon receiving NRCS comments, prepare the final design, construction specifications and drawings in accordance with standard engineering principles, the design parameters set during the predesign conference and the QAP. The Sponsor shall submit one set of the final plans and specifications - signed and seal approved by the Sponsor's Professional Engineer - as well as the QAP to NRCS for review and written concurrence prior to solicitation for the Works.
11. Provide construction inspection in accordance with the QAP.
12. Provide copies of site maps to appropriate federal and state agencies for environmental review. Sponsor shall notify NRCS of environmental clearance, modification of construction plans necessitated by environmental issues and any unresolved environmental concerns.

Sponsor shall also provide NRCS with copies of all permits, licenses and other documents required by federal, state and local statutes and ordinances prior to solicitation for installation of the Works.

13. Upon completion, assume responsibility for operation and maintenance of the Works in accordance with the Operation and Maintenance Plan (attached and incorporated as Exhibit C).

14. Comply with the requirements outlined in the document titled "Special Provisions" (attached and incorporated as Exhibit D).

15. Ensure that all contracts for design and construction services are procured in accordance with procedures prescribed in the Code of Alabama and federal regulations applicable to the Sponsor, including the requirements contained in Exhibit D.

16. Take reasonable and necessary actions to dispose of all contractual and administrative issues arising out of the contract awarded under this agreement. This includes, but is not limited to disputes, claims, and protests of award, source evaluation, and litigation that may result from the project. Sponsor will also take necessary legal action, including bringing suit, to collect from the contractor any monies due in connection with the contract, or upon request of NRCS, assign and transfer to NRCS any or all claims, demands, and causes of action of every kind whatsoever that the Sponsor has against the contractor or his or her sureties. Such actions will be at the expense of the Sponsor, including any legal expenses. The Sponsor will advise, consult with, and obtain proper written concurrence of NRCS on any such matters in which NRCS could have a financial interest.

17. Pay contractors as provided in their contracts. Within thirty (30) days of construction completion, submit a Request for Reimbursement, Standard Form (SF)-270 (attached and incorporated as Exhibit E) to the GR. The SF-270 must be accompanied by adequate documentation of costs (summary of labor, materials, equipment, breakdown of technical service costs). The Sponsor must submit a separate SF-270 for each agreement entered, as applicable, and accept payment via electronic funds transfer.

18. Arrange for and conduct final inspection of the Works. The GR, Sponsor's Project Liaison and the Sponsor's Professional Engineer shall participate in the final inspection. Sponsor's Professional Engineer or another professional engineer provided by Sponsor and certified in the State of Alabama shall certify that the Works were installed in accordance with contractual requirements and in accordance with the approved plans and specifications.

19. Upon completion and acceptance of all work, when provided by the terms of the contract, obtain a written release from the contractor of all claims against the Sponsor arising by virtue of the contract, other than claims in stated amounts as may be specifically accepted by the contractor.

20. Administer actions under this Agreement in accordance with 7 CFR 3015, 7 CFR 3016, OMB Circulars A-102, A-87, A-128, and other rules referenced in 7 CFR 3015.

21. Retain all records dealing with the award and administration of the contract for three years from the date of the Sponsor's submission of the final Request for Reimbursement or until final audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the three-year period, the records are to be retained until the litigation is resolved or the end of the three-year period, whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representatives of the Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpts, and transcriptions.

22. Provide one hundred (100) percent of the costs of any works of improvement not eligible for federal cost share.

23. Ensure completion all work required under this Agreement, including, but not limited to, construction of the Works, final inspection, payment of all contractors and submission of as-builts and final quantities.

24. Comply with the requirements contained in the document titled "Special Provisions -Construction" (attached and incorporated as Exhibit F), which includes the nondiscrimination provisions of Form SCS-AS-83, the Equal Opportunity Clause and the Notice to Sponsor of Requirement for Certifications of Nonsegregated Facilities. Ensure that all contracts for construction include the provisions contained in Exhibit D and F to this agreement.

25. Ensure that any special requirements for compliance with environmental and/or cultural resources laws are incorporated into the project.

26. Complete the Readiness Questionnaire (attached and incorporated as Exhibit G) and return it with the signed Agreement.

27. Hold and save NRCS free from any and all claims or causes of action whatsoever resulting from the obligations undertaken by the Sponsor under this agreement or resulting from the work provided for in this agreement.

C. NRCS will:

1. Provide 90 percent of the cost of installing the Works, not to exceed \$93,631.

2. Provide reimbursement for actual technical services costs to complete necessary surveys, design, plans and specifications, construction inspection, contracting activities and administration in an amount equal to 9 percent of the actual total installation costs, but not to exceed \$9,363. Actual total installation costs means the amount of contracts awarded plus eligible Sponsor in-kind contributions. The maximum total amount payable by NRCS under this is agreement, including installation costs and technical service costs, is \$102,994.

3. Assist the Sponsor and the Sponsor's Professional Engineer to establish design parameters and provide design concurrence as set forth in Section B above.

4. Not be substantially involved with the technical or contractual administration of this Agreement, but will provide advice and counsel as needed.
  5. Upon satisfactory completion of the project and upon receipt and approval of a properly prepared SF-270, with adequate supporting documentation, and provided that the Sponsor has complied with the provisions of this Agreement, make payment to Sponsor for NRCS's share of the project costs.
  6. Designate an individual to serve as GR and liaison between NRCS and the Sponsor for this project. The GR for this project is Jeff Allred. His major duties, responsibilities and authorities include the following: review and concur in drawings and specifications for construction that include structural measures, assist in final inspection of the Works, certify (along with Sponsor's Professional Engineer) that all work has been completed according to the specifications and drawings, review/audit Sponsor's submitted SF-270s and supporting documentation, sign a Certificate of Completion and submit SF-270s to the NRCS EWP Program Manager for payment. The point of contact for other administrative issues is the NRCS DC, Rod Goode.
- D. It is mutually agreed that:
1. This Agreement will become effective upon full execution. The Agreement will expire on July 31, 2012, and all work must be completed prior to that date. The Agreement term will not be extended.
  2. The furnishing of financial and other assistance by NRCS is contingent upon the continuing availability of appropriations by Congress from which payment may be made and shall not obligate NRCS if Congress fails to so appropriate.
  3. The contract for constructing the Works not be awarded to the Sponsor, or to any firm in which any Sponsor or any Sponsor official or any member of such official's immediate family has direct or indirect interest in the pecuniary profits or contract of such firms.
  4. In the event of default by a construction contract awarded pursuant to this Agreement, any additional funds properly allocable as construction costs required to ensure completion of the job are to be provided in the same ratio as construction funds are contributed by the parties under the terms of this Agreement. Any excess costs including interest resulting from a judgment collected from the defaulting contractor, or his or her surety, will be prorated between the Sponsor and NRCS in the same ratio as construction funds are contributed under the terms of the Agreement.
  5. Additional funds, including interest properly allocable as construction costs as determined by NRCS, required as a result of decision of the CO or a court judgment in favor of a claimant, will be provided in the same ratio as construction funds are contributed under the terms of this agreement. NRCS will not be obligated to contribute funds under any Agreement or commitment made by the Sponsor without prior concurrence of NRCS.
  6. NRCS may terminate this Agreement in whole or in part if it is determined by NRCS that the Sponsor has failed to comply with any of the conditions contained in it. NRCS shall promptly notify the Sponsor in writing of the determination and reasons for the termination, together with the effective date. Payments made by or recoveries made by NRCS under this termination shall be in accord with the legal rights and liabilities of NRCS and the Sponsor.
  7. NRCS may temporarily suspend this Agreement if NRCS determines that corrective action by the Sponsor is needed to meet the provisions of this Agreement. Further, NRCS may suspend this agreement when it is evident that a termination is pending.
  8. NRCS, in its sole discretion, may refuse to cost share should the Sponsor proceed without obtaining concurrence as set out in Section B of this Agreement.
  9. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.
  10. NRCS employees shall participate in efforts under this Agreement solely as representatives of NRCS. They shall not participate as directors, officers, employees nor otherwise serve or hold themselves out as representatives of the Sponsor nor any member of the Sponsor. Neither shall they assist the Sponsor nor any member of the Sponsor with efforts to lobby Congress nor to raise money through fund raising efforts. Further, NRCS employees shall promptly report to their immediate supervisors any negotiations with the Sponsor or any member of the Sponsor concerning any future employment and shall then refrain from participation in activities under this Agreement unless and until approved by USDA.
  11. By signing this Agreement, Sponsor assures NRCS the program or activities conducted under this Agreement will be in compliance all applicable federal laws, rules, regulations and policies, including the nondiscrimination provisions contained in the Titles VI and VII of the Civil Rights Act of 1964, as amended; the Civil Rights Restoration Act of 1987 (Public Law 100-259); and other nondiscrimination statutes: namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, and the Age Discrimination Act of 1975. They will also be in accordance with regulations of the Secretary of Agriculture (7 CFR-15, Subparts A & B), which provide that no person in the United States shall on the grounds of race, color, national origin, age, sex, religion, marital status, or handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance from the Department of Agriculture or any agency thereof.

JEFFERSON COUNTY COMMISSION  
W. D. Carrington, President  
UNITED STATES DEPARTMENT OF AGRICULTURE  
NATURAL RESOURCES CONSERVATION SERVICE  
WILLIAM E. PUCKETT  
State Conservationist

Exhibits: on file in the Minute Clerks office

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

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Mar-13-2012-159

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Services Work Order agreement between Jefferson County, Alabama and Infor Global Solutions, Inc. to provide training and consulting services to assist with business process review and configuration of wastewater treatment plant asset and maintenance management system in the amount of \$49,320.

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

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Mar-13-2012-160

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute an Agreement between Jefferson County, Alabama and The University of Alabama, in the amount of \$4,800.00 to provide professional services for the training entitled *Confined Space Refresher*.

CONTRACT NO: 3535

PROFESSIONAL SERVICES CONTRACT  
CONFINED SPACE TRAINING

THIS AGREEMENT entered into this 28<sup>th</sup> day of February, 2012, by and between Jefferson County Alabama, hereinafter called "the County", and The Board of Trustees of the University of Alabama, a corporation, by and through its member institution, The University of Alabama, for instructional services to be provided by the College of Continuing Studies ("CCS") called "the Contractor". The effective date of this agreement shall be March 1, 2012.

WHEREAS, the County desires to contract for Professional Training Services to the Jefferson County Commission, hereinafter called "the County"; and

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

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

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

2. SCOPE OF SERVICES: The Scope of Professional Training Services provided are as follows:

DESCRIPTION	PRICE
Provide Two one-half day training entitled Confined Space Refresher on a date to be determined at the Shades Valley Complex Training Facility, 1331 Oak Grove Road, Birmingham, AL 35209.	\$ 4,800.00
Instruction and institutional materials necessary to provide training course for a total of up to 80 students. The training will be conducted on a date to be determined from 8:00 a.m. to 12:00 p.m., and from 1:00 p.m. to 5:00 p.m. in one day, with periodic breaks. 100% class attendance by students is required.	

GRAND TOTAL \$ 4,800.00

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 Contract term expires on February 28, 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-contractor(s) including, but not limited to, regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.

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

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

7. COMPENSATION: The Contractor shall be compensated for Services rendered at a cost shown on Item 2: Scope of Services. Payment terms are Net 30 days after receipt of invoice.

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

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

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

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

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

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

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

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

16. COUNTY FUNDS PAID: Contractor and the Contractor representative signed below certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any

member or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of anything of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.

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

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

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

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

Jefferson County Commission

CONTRACTOR:

Reba Essary, Associate Vice President for Finance

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA

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

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Mar-13-2012-161

WHEREAS, Mrs. Denise Trimmier wishes to be reappointed to the Vacation Leave Bank Committee; and

WHEREAS, Mrs. Denise Trimmier desires to serve on the Vacation Leave Bank Committee as District III's appointee.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Mrs. Denise Trimmier is hereby reappointed to serve on the Vacation Leave Bank Committee for a term beginning October 1, 2011 and ending September 30, 2013.

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

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Mar-13-2012-162

BE IT RESOLVED by the Jefferson County Commission that the Commission, District 3 annual salary for the position of Appointed Confidential Secretary - County Commission (classification 094601) be decreased from \$55,200 to \$41,000 effective March 10, 2012.

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

Mar-13-2012-163

BE IT RESOLVED by the Jefferson County Commission that the Commission, District 3 annual salary for the position of Appointed Administrative Secretary - County Commission (classification 094602) be increased from \$32,100 to \$41,000 effective March 10, 2012.

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

JEFFERSON COUNTY COMMISSION

Finance Department

Unusual Demands

3/13/2012

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	Doc No
DISTRICT 3	1000019	ALABAMA ASSOCIATION OF	CERTIFIED APPRAISERS- 100% MAPPING & APP FUNDS	BD OF EQUAL - BHAM STATE	440.00	1900056466
DISTRICT 3	1027682	JANE MARDIS	LOCAL MILEAGE 11/8/11 - 2/14/12	BD OF EQUAL - BHAM STATE	154.31	1900056258
*DISTRICT 3					594.31	
DISTRICT 4	1000405	NATL COUNCIL OF JUVENILE	MEMBERSHIP DUES FOR JEFF MCGEE	FC ADMIN SERVICES	145.00	1900056327
DISTRICT 4	1001063	HABITAT FOR HUMANITY	110802M - CONTRACTOR BOUGHT WRONG TYPE OF PERMIT.	INSPECTION SERVICES	150.00	1900055912
DISTRICT 4	1029067	DAVIS PLUMBING COMPANY	120011G, 120012G, 120013G - ISSUED IN ERROR	INSPECTION SERVICES	150.00	1900055907
DISTRICT 4	1029192	ADAMSON INS AGENCY INC	2012-2013 911 BOARD INSURANCE	GEN SVCS: COMM E911	4,026.00	1900056326
DISTRICT 4	1029197	MICHAEL HICKS SER, INC	PERMIT 110911E - JOB INSIDE WARRIOR CITY LIMITS	INSPECTION SERVICES	50.00	1900056334
*DISTRICT 4					4,521.00	
DISTRICT 5	1002986	CHRISTINA K DECKER	USA V. JEFFCO (PERS. BD. CD CASE) TRANSCRIPT	COUNTY ATTORNEY	271.31	1900056474
DISTRICT 5	1018655	SOCIAL SECURITY ADMIN	GREGORY THOMAS DOCUMENTS	COUNTY ATTORNEY	36.10	1900056468
DISTRICT 5	1029012	MARTHA MORRISON	REFUND FOR OVERPAYMENT #R 4-3662003(D)	FINANCE SEWER SERVICES	10.88	1900056402
DISTRICT 5	1029013	VANESSA JONES	REFUND FOR OVERPAYMENT & FB #I 4-1574001(D)	FINANCE SEWER SERVICES	34.83	1900056403
DISTRICT 5	1029121	ASHLEY CUNNINGHAM	ASSESSOR_ASHLEYCUNNINGHAM_0112SERGEANTROLEPLAY	PER BD: TESTING	129.38	1900056256
DISTRICT 5	1029122	KATRINA ENGSTROM	ASSESSOR_KATRINAENGSTROM_0112SERGEANTROLEPLAY	PER BD: TESTING	168.44	1900056257
DISTRICT 5	1029123	KISHA RITCHARD	ASSESSOR_KISHAFITCHARD-0112SERGEANTROLEPLAY	PER BD: TESTING	50.00	1900056306
DISTRICT 5	1029124	CALEY FOSTER	ASSESSOR_CALEYFOSTER-0112SERGEANTROLEPLAY	PER BD: TESTING	50.00	1900056307
DISTRICT 5	1029125	KATHERINE GERSON	ASSESSOR_KATHERINEGERSON-0112SERGEANTROLEPLAY	PER BD: TESTING	96.87	1900056308
DISTRICT 5	1029127	ALLISON LAMB	ASSESSOR_ALLISONLAMB-0112SERGEANTROLEPLAY	PER BD: TESTING	50.00	1900056309
DISTRICT 5	1029128	AMANDA LAY	ASSESSORREIMBURSE_AMANDALAY-0112SERGEANTROLEPLAY	PER BD: TESTING	250.88	1900056310
DISTRICT 5	1029129	CARISSA ORTH	ASSESSORREIMBURSE-CARISSAORTH-0112SERGEANTROLEPLAY	PER BD: TESTING	212.99	1900056311
DISTRICT 5	1029130	JENNIFER SCOTT	ASSESSORREIMBURSE-SCOTTJENNIF-0112SERGEANTROLEPLAY	PER BD: TESTING	259.79	1900056312
DISTRICT 5	1029131	JOHN SAIKAS	ASSESSORREIMBURSE-SAIKASJOHN-0112SERGEANTROLEPLAY	PER BD: TESTING	50.00	1900056314
DISTRICT 5	1029194	ZANDY TAYLOR	REFUND FOR OVERPAYMENT & FB N 3760-3285(D)	FINANCE SEWER SERVICES	37.90	1900056404
DISTRICT 5	1029195	FAMILY CHRISTIAN BKSTORE	REFUND FOR ERR IN SENDING CK 012512 ACCT# W0-53809	FINANCE SEWER SERVICES	815.72	1900056413
DISTRICT 5	1029196	MICHAEL EZELL	REFUND FOR OVERPAYMENT #N 5321-4140(L1)	FINANCE SEWER SERVICES	19.41	1900056407
*DISTRICT 5					2,544.50	
**					7,659.81	

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

Mar-13-2012-164

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request from the Finance Department that the transfer/disposal/auction of the following equipment, be and hereby is approved.

Inspection Services:

020366 Royal Copier Auction

Revenue:

120000001540 Combination Safe Transfer

Family Court:

140000001704 Copier Landfill

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

STAFF DEVELOPMENT

Individual Staff Development

Commission

W. David Carrington  
BBA Washington Conference

\$774.80



Washington, DC - March 7-8, 2012		
T. Joe Knight Disaster Relief 101 Montgomery, AL - March 21-22, 2012		\$333.88
Board of Equalization		
Robert Graham Key E-RING Site Visit - Training for County support for CAPture Atlanta, GA - March 7-9, 2012	(state funds)	\$419.32
Community Development		
Lynn Smith HUD Training: HD420 Rental Housing Development Finance Course Atlanta, GA - March 12-15, 2012	(federal funds)	\$725.84
Cooper Green Hospital		
Nancy B. Marshall Professional Course for Clinical Assessment Nashville, TN - April 13-15, 2012		\$843.50
Emergency Management Agency		
Allen Kniphfer E961:NIMS ICS All-Haz Div Grp Superv TTT and E977: NIMS ICS All-Haz Supply Lead TTT Emmitsburg, MD - February 27 - March 9, 2012	(EMA funds)	\$1,255.34
Allen Kniphfer E978:NIMS ICS All-Hazards SIT Leaders TTT Emmitsburg, MD - March 18-24, 2012	(EMA funds)	\$1,208.14
Environmental Services		
Daniel White Presentation of Technical Paper at the 2 Association Conference Orange Beach, AL - April 15-17, 2012		\$958.78
Family Court		
Devella Malone National Leadership on School Justice Partnerships - Keeping Kids in School & Out of Court New York, NY - March 11-13, 2012	(grant funds)	\$215.00
General Services		
David M. Pendarvis Cross Connection Industries, Inc. Backflow Certification Class Leeds, AL - April 17-19, 2012		\$480.00
Roads and Transportation		
Michael Mitchell International Society of Arboriculture - North American Tree Conference Birmingham, AL - March 17-20, 2012		\$190.00
E. Wayne Sullivan National Assn. of County Engineers Annual Meeting and Management & Technical Conference Lexington, KY - March 31 - April 6, 2012		\$1,200.25
Tax Assessor		
Quin Hameen Real and Personal Property Calculations Montgomery, AL -April 17-20, 2012	(state funds)	\$678.87
Personnel Board (For Information Only)		
Tiffany Owens Alabama State University Spring 2012 Career Fair Montgomery, AL - April 12, 2012		\$300.00
Tiffany Owens Jacksonville State Univ. Nursing Career Fair Jacksonville, AL - February 6, 2012		\$100.00
Tiffany Owens Auburn University General Career Fair Auburn, AL - February 9, 2012		\$600.00
Tiffany Owens University of Alabama General Interest & Business Career Fair Tuscaloosa, AL - February 15, 2012		\$525.00

Tiffany Owens North Alabama Connection: Professional Employment Day Huntsville, AL - February 22, 2012	\$250.00
Tiffany Owens Gadsden State Community College Employment Fair Gadsden, AL - February 29, 2012	\$25.00
Tiffany Owens Jacksonville State University Career Day 2012 Jacksonville, AL - March 7, 2012	\$125.00
Tiffany Owens UAB Spring Career Fair Birmingham, AL - March 13, 2012	\$385.00
Tiffany Owens Wallace State Annual Career Fair Hanceville, AL - March 20, 2012	\$50.00
Tiffany Owens UAB Health and Sciences Career Fair Birmingham, AL - April 4, 2012	\$200.00

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

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BUDGET TRANSACTIONS

A. POSITION CHANGES AND/OR REVENUE CHANGES

1. Roads & Transportation \$473,215.05

Increase revenues & expenditures to record an 80% reimbursement from the Alabama Department of Transportation for the purchase of additional Right-of-Way for the Morgan Road Widening Project.

B. OTHER BUDGET TRANSACTIONS

2. General Services \$9,975

Add purchasing memorandum to purchase 1 parking fee computer.

3. Environmental Services \$39,000

Shift funds & add purchasing memorandum to purchase 1 UVAS Probe with Controller.

4. Human Resources \$155,000

Shift funds in the amount of \$80,000 to software support services (514950) for electronic interviews and record keeping for the consent decree; \$25,000 to data processing services (514700) for benefits enrollment system; and \$50,000 to other contractual services (514510) for scanning multi records.

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

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REQUEST FOR CERTIFICATIONS

Board of Equalization - Birmingham

Senior Property Appraiser

Property Appraisal Supervisor

Environmental Services - E&C - Inspection & Grouting

Heavy Equipment Operator

Environmental Services - Five Mile Creek Maintenance Shop

Senior WWTP Maintenance Worker

Environmental Services - Village Creek Electrical Shop

Electrician - 2 positions

Environmental Services - Instrument Shop

Electronics Technician - 3 positions

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

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

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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 02/16/2012 - 02/22/2012

RECOMMENDED FOR:

1. ENVIRONMENTAL SERVICES ADMINISTRATION FROM KONE INCORPORATED, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR ELEVATOR MAINTENANCE ON AS NEEDED BASIS FOR THE PERIOD OF 10/1/11 - 9/30/12. SAP PURCHASE ORDER # 2000061836 \$35,718.00 TOTAL  
REFERENCE BID # 138-10
2. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM EXPRESS OIL CHANGE, BIRMINGHAM, AL, TO AWARD CONTRACT FOR OIL EXPRESS CHANGE AND MISCELLANEOUS VEHICLE REPAIR ON AS NEEDED BASIS FOR THE PERIOD OF 2/15/12 - 2/15/2013. REFERENCE BID # 71-12 \$0.00 TOTAL
3. JEFFERSON COUNTY DEPARTMENTS FROM K-CHEM, BIRMINGHAM, AL. TO AWARD BID FOR JANITORIAL SPECIALTY PRODUCTS. REFERENCE BID # 48-12 \$0.00 TOTAL
4. JEFFERSON COUNTY DEPARTMENTS FROM WAYNE EVANS AUCTION COMPANY, COLUMBUS, GA, CONTRACT RENEWAL FOR AUCTIONEER SERVICES AS NEEDED FOR THE PERIOD OF 4/15/12 - 4/15/13 AT 4% COMMISSION PAID ON GROSS PROCEEDS. REFERENCE BID # 103-11
5. ENVIRONMENTAL SERVICES - BARTON LABORATORY FROM TELEDYNE INSTRUMENTS INCORPORATED, DALLAS, TX, FOR FOUR (4) REFRIGERATED AND PORTABLE SAMPLERS. SAP PURCHASE ORDER # 2000062886 \$10,263.15 TOTAL REFERENCE BID # 70-12
6. ENVIRONMENTAL SERVICES - CAHABA RIVER WWTP FROM TELEDYNE INSTRUMENTS INCORPORATED, DALLAS, TX, FOR ONE (1) REFRIGERATED AND PORTABLE SAMPLER WITH ACCESSORIES.  
SAP PURCHASE ORDER # 2000062891 \$6,084.75 TOTAL REFERENCE BID # 70-12

REPORTED FOR:

1. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM BECKMAN COULTER, PALATINE, IL, TO PAY INVOICE # 7099720, DATED 12/23/11 AND INVOICE # 7101756 DATED, 1/25/12. SAP PURCHASE ORDER # 2000062741 \$33,062.31  
TOTAL REFERENCE BID # 109-05 AND 203-IOR
2. GENERAL SERVICES ADMINISTRATION FROM W. W. WILLIAMS SOUTHEAST INCORPORATED, BIRMINGHAM, AL, TO REPLACE THE FOLLOWING ITEMS ON GENERATOR: WATER PUMP AND GASKETS ROD/MAIN BEARINGS, BATTERIES, CHANGE COOLANT AND ALL FILTERS. SAP PURCHASE ORDER # 2000062820 , \$15,159.98 TOTAL

For Week of 02/23/2012 - 02/29/2012

RECOMMENDED FOR:

1. JEFFERSON COUNTY SHERIFF'S DEPARTMENT FROM MCCAIN UNIFORM, BIRMINGHAM, AL, TO PURCHASE FORTY (40) "MITCH" RAID HELMETS (GRANT MONEY). SAP PURCHASE ORDER # 2000062969 \$11,400.00 TOTAL
2. COOPER GREEN MERCY HOSPITAL ADMINISTRATION FROM USA MOBILITY WIRELESS INCORPORATED, DALLAS, TX, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR PAGERS (FY 12).  
SAP PURCHASE ORDER # 2000058867 \$5,400.00 TOTAL
3. ENVIRONMENTAL SERVICES ADMINISTRATION FROM XEROX CORPORATION, DALLAS, TX, TO PROVIDE MAINTENANCE FOR XEROX 8830 COPIER FOR THE PERIOD OF 10/1/11 - 9/30/12.  
SAP PURCHASE ORDER # 2000063008 \$6,756.00 TOTAL
4. GENERAL SERVICE FROM GORRIE-REGAN AND ASSOCIATES, BIRMINGHAM, AL, FOR PARKING FEE TERMINAL.  
SAP PURCHASE ORDER # 2000062976 \$9,975.00 TOTAL

5. ENVIRONMENTAL SERVICES - TRUSSVILLE WWTP FROM AMSCO, JASPER, AL, FOR JOHN CRANE 3740 SPLIT SEAL (INCLUDES INSTALLATION). SAP PURCHASE ORDER # 2000063009 \$7,009.67 ' TOTAL
6. COMMUNITY AND ECONOMIC DEVELOPMENT FROM S & W CONSTRUCTION LLC, REMLAP, AL, PURCHASE ORDER FOR HOUSING REHABILITATION AT 1705 SAM DRIVE, BIRMINGHAM, AL, (GERALD ASHLEY).  
SAP PURCHASE ORDER # 2000063063 \$8,200.00 TOTAL REFERENCE BID # 73-12
7. COMMUNITY AND ECONOMIC DEVELOPMENT FROM S & W CONSTRUCTION LLC, REMLAP, PURCHASE ORDER FOR HOUSING REHABILITATION AT 5140 SUTHERLAND ROAD, MT. OLIVE, AL (GAIL ASHLEY).  
SAP PURCHASE ORDER # 2000063061 \$13,556.00 TOTAL REFERENCE BM # 73-12
8. COMMUNITY AND ECONOMIC DEVELOPMENT FROM S & W CONSTRUCTION LLC, REMLAP, AL, PURCHASE ORDER FOR HOUSING REHABILITATION AT 2308 SCOTTISH COURT, BIRMINGHAM, AL, (BRENDA RICHARDS).  
SAP PURCHASE ORDER # 2000063059 \$23,923.00 TOTAL REFERENCE BID # 73-12
9. COMMUNITY AND ECONOMIC DEVELOPMENT FROM S & W CONSTRUCTION LLC, REMLAP, AL, PURCHASE ORDER FOR HOUSING REHABILITATION AT 1122 EAST LAKE BOULEVARD, TARRANT, AL, (WILLIE WINKLES).  
SAP PURCHASE ORDER # 2000063052 \$8,650.00 TOTAL REFERENCE BID # 73-12
10. COMMUNITY AND ECONOMIC DEVELOPMENT FROM UNCH INCORPORATED, BIRMINGHAM, AL, PURCHASE ORDER FOR HOUSING REHABILITATION AT 616 6TH STREET, FAIRFIELD, AL (LILLIAN THOMAS).  
SAP PURCHASE ORDER # 2000063057 \$7,480.00 TOTAL REFERENCE BID # 73-12
11. ROADS AND TRANSPORTATION BESSEMER AND KETONA HIGHWAY MAINTENANCE AND ENVIRONMENTAL SERVICES FROM APAC MID-SOUTH, BIRMINGHAM, AL, TO RENEW BID AWARD FOR ASPHALT PLANT MIX ON AS NEEDED BASIS FOR THE PERIOD OF 4/1/12 - 3/31/13. REFERENCE BID # 89-10  
HISTORICAL SPEND \$50,000.00 TOTAL.
12. ROADS AND TRANSPORTATION BESSEMER AND KETONA HIGHWAY MAINTENANCE AND ENVIRONMENTAL SERVICES FROM DUNN CONSTRUCTION COMPANY INCORPORATED, BIRMINGHAM, AL, TO RENEW BID AWARD FOR ASPHALT PLANT MIX ON AS NEEDED BASIS FOR THE PERIOD OF 4/1/12 - 3/31/13.  
REFERENCE BID # 89-10 HISTORICAL SPEND \$325,000.00 TOTAL
13. ROADS AND TRANSPORTATION FROM UNIVERSAL SEED AND SUPPLY, BIRMINGHAM, AL, TO RENEW CONTRACT FOR REPETITIVE SEED AND FERTILIZER PURCHASES FOR THE PERIOD OF 6/14/12- 6/13/13. ORIGINAL CONTRACT APPROVED BY COMMISSION 6/14/11. REFERENCE BID # 101-11 HISTORICAL SPEND \$36,208.00 TOTAL
14. ROADS AND TRANSPORTATION FROM HELENA CHEMICALS, SELMA, AL, TO RENEW CONTRACT FOR REPETITIVE HERBICIDE CHEMICAL PURCHASES FOR THE PERIOD OF 10/1/12 - 9/30/13. ORIGINAL CONTRACT APPROVED BY COMMISSION ON 12/13/11. REFERENCE BID # 3-12R PROJECTED SPEND 525,000.00 TOTAL
15. COOPER GREEN MERCY HOSPITAL DEPARTMENT OF PHARMACY FROM ABO PHARMACEUTICALS, SAN DIEGO, CA, TO RENEW CONTRACT FOR REPETITIVE FLU VACCINE PURCHASES FOR THE PERIOD OF 10/1/12 - 9,30'13. ORIGINAL CONTRACT APPROVED BY COMMISSION ON 12/14/10. REFERENCE BID #228-1OR  
HISTORICAL SPEND \$88,000.00 TOTAL
16. COOPER GREEN MERCY HOSPITAL, JEFFERSON REHABILITATION AND HEALTH CENTER, COUNTY JAIL AND YOUTH DETENTION FROM EVANS MEATS, BIRMINGHAM, AL, TO RENEW CONTRACT FOR REPETITIVE FRESH MEAT PURCHASES FOR THE PERIOD OF 7/1/12 - 6/30/13. SECOND YEAR CONTRACT APPROVED BY COMMISSION ON 6/14/11. REFERENCE BID # 131-10 HISTORICAL SPEND \$225,000.00 TOTAL
17. COOPER GREEN MERCY HOSPITAL, FAMILY COURT, YOUTH DETENTION, COUNTY JAIL, AND JEFFERSON REHABILITATION AND HEALTH CENTER FROM HOSTESS BRANDS-INTERSTATE BRANDS CORPORATION, BIRMINGHAM, AL, TO RENEW CONTRACT FOR REPETITIVE BREAD/ROLL PURCHASES FOR THE PERIOD OF 7/9/12 - 7/8/13. ORIGINAL CONTRACT APPROVED BY COMMISSION ON 6/14/11. REFERENCE BID # 85-11  
HISTORICAL SPEND \$60,000.00 TOTAL
18. COOPER GREEN MERCY HOSPITAL, JEFFERSON COUNTY REHABILITATION AND HEALTH CENTER, COUNTY JAIL, FAMILY COURT AND YOUTH DETENTION FROM REGIONAL PRODUCE, BIRMINGHAM, AL, TO RENEW CONTRACT FOR REPETITIVE FRESH PRODUCE PURCHASES FOR THE PERIOD OF 5/23/12 - 5/22/13. ORIGINAL CONTRACT APPROVED BY COMMISSION ON 5/10/11. REFERENCE BID # 83-11 HISTORICAL SPEND \$65,000.00 TOTAL
19. PERSONNEL BOARD OF JEFFERSON COUNTY FROM FREEDOM REPORTING INCORPORATED, BIRMINGHAM, AL, CHANGE ORDER REQUEST TO ADD FUNDS TO EXISTING PURCHASE ORDER DUE TO THE SIGNIFICANT EXPANSION OF THE ADMINISTRATIVE LEAVE WITHOUT PAY APPEALS AND THE INCREASED CIRCUIT COURT APPEALS.  
SAP PURCHASE ORDER # 2000058446 \$15,000.00 TOTAL REFERENCE RFP # 59-11

- 20. COMMISSIONER DISTRICT 5 FROM ALABAMA MESSENGER, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR LEGAL ADVERTISING OF LEGAL NOTICES. ORIGINAL PURCHASE ORDER APPROVED BY COMMISSION ON 11/8/11. SAP PURCHASE ORDER # 2000058467 \$3,000.00 TOTAL
- 21. COOPER GREEN MERCY HOSPITAL, JEFFERSON REHABILITATION AND HEALTH CENTER, FAMILY COURT, YOUTH DETENTION AND COUNTY JAIL FROM BARBER MILK, LLC, BIRMINGHAM, AL, TO RENEW CONTRACT FOR REPETITIVE MILK AND RELATED PRODUCTS FOR THE PERIOD OF 8/1/12 - 7/31/13. ORIGINAL CONTRACT APPROVED BY COMMISSION 6/14/11. REFERENCE BID # 100-11 HISTORICAL SPEND \$45,000.00 TOTAL
- 22. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM LABORATORY CORPORATION, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PAY PAST DUE AND FUTURE INVOICES FOR REFERENCE LABORATORY TESTING, GENERAL. SAP PURCHASE ORDER # 2000059330 \$220,000.00 TOTAL REFERENCE BID # 192-10

REPORTED FOR:

- 1. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM LMA NORTH AMERICA, LOS ANGELES, CA, FOR PURCHASE OF LMA'S. SAP PURCHASE ORDER # 2000061978 \$5,310.00 TOTAL REFERENCE BID # 168-10  
ADDENDUM 1

RECOMMENDED FOR:

- 1. COOPER GREEN MERCY HOSPITAL FROM JOHNSON CONTROLS, BIRMINGHAM, AL, PURCHASE ORDER TO FACILITATE REPAIRS AS ADVISED BY THE JOINT COMMISSION TO COME INTO COMPLIANCE WITH AAAMI ST79 RULE. JOHNSON CONTROLS WILL PERFORM ALL INSTALLATIONS AND REPAIRS. (EXPEDITED FREIGHT FOR PARTS UNKNOWN UNTIL ORDER IS PLACED). SAP PURCHASE ORDER # 20000063141 \$19,872.63 TOTAL  
GENERAL SERVICES/GSA FEDERAL SUPPLY SCHEDULE CONTRACT AND PURCHASING AGREEMENT (SOLE SOURCE) APPROVED BY COMMISSION ON 4/10/07.

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

Mar-13-2012-165

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 Access IT Group, Inc. to provide maintenance and support for RSA server and for the purchase of software and hardware tokens as needed in an amount not to exceed \$12,873.60 for the period January 1, 2012 - December 31, 2012.

CONTRACT NO.: 3422

Contract Amendment No. 1

This Amendment to Contract entered into the 15<sup>th</sup> day of December, 2011 between Jefferson County, Alabama, hereinafter referred to as "the County", and Access IT Group, Inc., hereinafter referred to as the "Contractor" to provide RSA Software and Hardware Maintenance and Support.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

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

The Contract between the parties referenced above, which was approved by the Commission on January 25, 2011 and recorded in Minute Book 161, Page 221 - 223 is hereby amended as follows:

ITEM 3. Amend Scope of Services:

RSA SERVER LICENSE TO INCLUDE THE FOLLOWING:

PRODUCT DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE
RSA Authentication Manager Base Edition	50	\$ 85.00	\$ 4,250.00
RSA SecureCare Software Maintenance/Support	305	\$ 10.92	\$ 3,330.60
RSA SecureCare RSA SecurID Appliance Hardware Maint	2	\$ 459.00	\$ 918.00

The following software and hardware tokens will be purchased on an as needed base which will not exceed the quantities stated as

follows:

PRODUCT DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE
RSA SecurID 820 Software Token 12 months	50	\$ 25.50	\$ 1,275.00
RSA SecurID 700 Hardware Token 36 months	50	\$ 62.00	\$ 3,100.00

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

JEFFERSON COUNTY COMMISSION

W.D. Carrington, President

Jefferson County Commission

CONTRACTOR

Pete Chancellor, Account Manager

Access IT Group, Inc.

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

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Mar-13-2012-166

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of Phillip Brown; of 4749 Allen Street, Birmingham, AL 35207, to serve on the North Smithfield/Greenleas Heights Fire District Board of Directors beginning upon approval and ending March 1, 2017, be and hereby is approved.

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

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Mar-13-2012-167

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of Melody Echols to serve on the Jefferson County Planning & Zoning Commission beginning upon approval and ending December, 2015, be and hereby is approved.

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

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Mar-13-2012-168

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following amendment to the agreement between Jefferson County, Alabama and Care First Hospice to provide respite care and pain management for persons having terminal illness at Cooper Green Mercy Hospital's Palliative Care Unit for the period January 1 - December 31, 2012. This is a revenue generating agreement.

#### 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 CARE FIRST HOSPICE. hereinafter referred to as the "Contractor," is hereby effective on January 1, 2012 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 1<sup>st</sup> day of February, 2010 which was approved by the Jefferson County Commission on the 23<sup>rd</sup> of March, 2010, and recorded in the Minute Book 159; Page(s) 429 is hereby amended as follows.

The Contract was amended on February 1, 2011 and approved by the Jefferson County Commission on June 14, 2011 and recorded

in Minute Book 161; Page(s) 576 is hereby amended as follows:

Section 5: Extend the completion date of this contract from January1, 2012 to December31, 2012.

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

W. D. Carrington, President

Sandral Hullett, MD

County Commissioner

CEO/Medical Director

Care First Hospice

Malcolm E. McVay, Executive Director

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

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Mar-13-2012-169

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the General Services election staff will provide free of charge one Automark and one M100 voting machine and provide training for disable voters. This training seminar is in preparation for the November 6, 2012 General Election and being coordinated through the Independent Living Resources of Greater Birmingham. This training seminar will occur one day in the month of June, 2012, exact date to be determined later.

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

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Mar-13-2012-170

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Enviro Management Co., Inc. to provide water quality testing and other laboratory testing on behalf of the County's Stormwater Division of the Inspection Services Department in order to meet ADEM and EPA requirements.

Contract No. 3577

**CONTRACT FOR ITB 181-11 – "WATER QUALITY ANALYSIS"**

THIS AGREEMENT entered into by and between Jefferson County, Alabama, hereinafter called "the County", and Enviro Management Co., Inc. hereinafter called "the Contractor," shall be effective March 1, 2012.

WHEREAS, the County desires to contract for water quality analysis and other laboratory tests, as needed by the Stormwater Division of the Jefferson County Inspection Services Department for compliance with ADEM and EPA requirements; 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 Contract results from Jefferson County's Request for Invitation to Bid 181-11 – Water Quality Analysis, dated July 5, 2011, for water quality testing and other laboratory testing on behalf of the County's Stormwater Division of the Inspection Services Department in order to meet ADEM and EPA requirements. The water samples will be collected by the Stormwater Division employees and delivered to the vendor for the water quality analysis or other laboratory tests.

3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:**

The Contractor shall perform and carry out water quality and laboratory testing according to the following parameter and reference methods:

- Oil and Grease - EPA 1664
- Non-Polar Material (NPM) (T.Pet. Hydro.) - EPA 1664 or EPA 418.1
- Mercury, Total - EPA 245.1
- Silver, Total - EPA 200.7
- Aluminum, Total - EPA 200.7
- Arsenic, Total – EPA 200.7
- Barium, Total – EPA 200.7
- Beryllium, Total – EPA 200.7
- Boron, Total – EPA 200.7
- Calcium, Total – EPA 200.7

- Cadmium, Total – EPA 200.7
- Cobalt, Total – EPA 200.7
- Chromium, Total – EPA 200.7
- Copper, Total – EPA 200.7
- Iron, Total – EPA 200.7
- Potassium, Total – EPA 200.7
- Magnesium, Total – EPA 200.7
- Manganese, Total – EPA 200.7
- Molybdenum, Total – EPA 200.7
- Sodium, Total – EPA 200.7
- Nickel, Total – EPA 200.7
- Lead, Total – EPA 200.7
- Antimony, Total – EPA 200.7
- Selenium, Total - EPA 200.7
- Silicon, Total - EPA 200.7
- Tin, Total - EPA 200.7
- Strontium, Total - EPA 200.7
- Titanium, Total – EPA 200.7
- Thallium, Total – EPA 200.7
- Vanadium, Total – EPA 200.7
- Zinc, Total – EPA 200.7
- Surfactants (mg/L) – EPA 425.1
- Fluoride (mg/L) – EPA 300.0
- Nitrogen Ammonia (mg/L) – EPA 350.2
- Nitrogen, Nitrite – EPA 354.1 or EPA 300.0
- Nitrogen, Nitrate – EPA 300.0
- Nitrogen, Kjeldahl, Total – EPA 351.2
- Nitrogen, Total – 4500-n
- Phos – Total Phosphate (mg/L) – EPA 365.2
- Phos – Dissolved (mg/L) – EPA 365.2
- Phosphate – Ortho – EPA 365.2
- Potassium (mg/L) – EPA 200.7
- Fecal Coliform (col/100ml) – SM 9222D
- Lead (mg/L) – EPA 200.9
- Cyanide (mg/L) – EPA 335.2
- Silver (mg/L) – EPA 200.7
- COD (mg/L) – EPA 410.2 or EPA 410.4
- TOC (mg/L) – EPA 415.1
- BOD (mg/L) – SM 5210B or EPA 405.1
- Arsenic (mg/L) – EPA 200.9
- Solids Total Suspended (mg/L) – EPA 160.2
- Solids Total Dissolved (mg/L) – EPA 160.1
- pH (SU) – EPA 150.1
- Pyrene – EPA 625
- 3,4-Benzofluoranthene – EPA 625
- Acenaphthene – EPA 625
- Anthracene – EPA 625
- Benzo(a)anthracene – EPA 625
- Benzo(a)pyrene – EPA 625
- Benzo(g,h,i)perylene – EPA 625
- Benzo(K)fluoranthene – EPA 625
- Dibenzo (a,h) anthracene – EPA 625
- Indeno (1,2,3-cd) pyrene – EPA 625
- Napthalene – EPA 625
- Phenanthrene – EPA 625
- Pyrene – EPA 625

· Contractor shall provide Jefferson County Stormwater with the names and contact information of at least four of their employees who will be performing these tests.

- Contractor shall submit all test results within seven (7) days of completion.

- Contractor shall also notify Stormwater (the County) of any non-viable samples within three (3) days of receipt.

4. COMPENSATION:

Per the Contractor's response for ITB 181-11, the fee schedule for testing is as follows:

<u>PACKAGE A</u>	<u>INDIVIDUAL TEST*:</u>	<u>COMPLETE TEST PACKAGE*</u>
Detergents	\$ 22.50	\$85.00
Fluoride	\$ 10.00	
Ammonia Nitrogen	\$ 20.00	
Phosphorous	\$ 20.00	
Potassium	\$ 12.50	
<u>PACKAGE B</u>	<u>INDIVIDUAL TEST</u>	<u>COMPLETE TEST PACKAGE</u>
Detergents	\$ 20.00	\$145.00
Fluoride	\$ 10.00	
Ammonia Nitrogen	\$ 20.00	
Potassium	\$ 12.50	
Copper	\$ 12.50	



Lead	\$ 12.50	
Zinc	\$ 12.50	
Iron	\$ 12.50	
Phosphorous	\$ 20.00	
Chromium	\$ 12.50	
<u>PACKAGE C</u>	<u>PER TEST</u>	<u>COMPLETE TEST PACKAGE</u>
Detergents	\$ 20.00	
Fluoride	\$ 10.00	\$185.00
Ammonia Nitrogen	\$ 20.00	
Potassium	\$ 12.50	
Copper	\$ 12.50	
Lead	\$ 12.50	
Iron	\$ 12.50	
Zinc	\$ 12.50	
Chromium	\$ 12.50	
TPH	\$ 20.00	
Phosphorous	\$ 20.00	
Oil & Grease	\$ 20.00	
<u>PACKAGE D</u>	<u>PER TEST</u>	<u>COMPLETE TEST PACKAGE</u>
Detergents	\$ 22.50	\$285.00
Fluoride	\$ 10.00	
Ammonia Nitrogen	\$ 20.00	
Potassium	\$ 12.50	
Copper	\$ 12.50	
Lead	\$ 12.50	\$285.00
Zinc	\$ 12.50	
Iron	\$ 12.50	
Chromium	\$ 12.50	
TPH	\$ 27.50	
Oil & Grease	\$ 25.00	
Cadmium	\$ 12.50	
Cyanide	\$ 35.00	
Nickel	\$ 12.50	
Arsenic	\$ 12.50	
Phosphorous	\$ 20.00	
Silver	\$ 12.50	
<u>PACKAGE E</u>	<u>PER TEST</u>	<u>COMPLETE TEST PACKAGE</u>
Detergents	\$ 22.50	\$245.00
Fluoride	\$ 10.00	
Ammonia Nitrogen	\$ 20.00	
Potassium	\$ 12.50	
Copper	\$ 12.50	
Lead	\$ 12.50	
Zinc	\$ 12.50	
COD	\$ 12.50	
Iron	\$ 12.50	
Phosphorous	\$ 20.00	
Chromium	\$ 12.50	
TPH	\$ 27.50	
Oil & Grease	\$ 25.00	
TOC	\$ 30.00	
<u>PACKAGE F</u>	<u>PER TEST</u>	<u>COMPLETE TEST PACKAGE</u>
(CHARACTERIZATIONS)		
pH	\$ 7.50	\$235.00
BOD	\$ 20.00	
COD	\$ 15.00	
TSS	\$ 10.00	
TDS	\$ 10.00	
Nitrite	\$ 10.00	
Nitrate	\$ 15.00	
Kjeldahl Nitrogen	\$ 25.00	
Total Nitrogen	\$ calculation	
Total Phosphate Phosphorous	\$ 20.00	
Dissolved Phosphorous	\$ 20.00	
Oil & Grease	\$ 25.00	\$235.00
Copper	\$ 12.50	
Zinc	\$ 12.50	
Lead	\$ 12.50	
Fecal Coliform	\$ 20.00	
<u>PACKAGE G (INSTREAMS)</u>	<u>PER TEST</u>	<u>COMPLETE TEST PACKAGE</u>
5 Day BOD	\$ 20.00	\$345.00
Aluminum, Total	\$ 12.50	
Antimony, Total	\$ 15.00	
Arsenic, Total	\$ 12.50	
Barium, Total	\$ 12.50	
Beryllium, Total	\$ 15.00	
Boron, Total	\$ 12.50	

Cadmium, Total	\$ 12.50
Calcium, Total	\$ 12.50
Chromium, Total	\$ 12.50
Cobalt, Total	\$ 15.00
COD	\$ 15.00
Coliform-Fecal (colonies/100ml)	\$ 20.00
Copper, Total	\$ 12.50
Iron, Total	\$ 12.50
Lead, Total	\$ 12.50
Magnesium, Total	\$ 12.50
Manganese, Total	\$ 12.50
Mercury, Total	\$ 40.00
Molybdenum, Total	\$ 15.00
Nickel, Total	\$ 12.50
Nitrogen, Nitrate/Nitrite	\$ 25.00
Nitrogen, Total	\$ 25.00
Nitrogen, Total Kjeldahl	\$ 25.00
Non-Polar Material (NPM)	
(T. Pet. Hydro)	\$ 27.50
Oil and Grease	\$ 25.00
pH	\$ 7.50
Phosphate-Ortho (mg/l as P)	\$ 20.00
Phosphorous, Total (mg/l as P)	\$ 20.00
Potassium, Total	\$ 12.50
Selenium, Total	\$ 12.50
Silicon, Total	\$ 17.50
Silver, Total	\$ 12.50
Sodium, Total	\$ 12.50
Solids-Suspended	\$ 10.00
Solids-Dissolved	\$ 10.00
Strontium, Total	\$ 15.00
Thallium, Total	\$ 15.00
Tin, Total	\$ 12.50
Titanium, Total	\$ 15.00
Vanadium, Total	\$ 15.00
Zinc, Total	\$ 12.50

PACKAGE H PER TEST COMPLETE TEST PACKAGE  
(CHARACTERIZATIONS)

BODS	\$ 15.00	\$375.00
COD	\$ 10.00	
TBS	\$ 10.00	
TDS	\$ 10.00	
Turbidity	\$ 10.00	
Ammonia Nitrogen	\$ 15.00	
Total Nitrogen	\$ 25.00	
Total Kieldahl Nitrogen	\$ 25.00	
Total Phosphorus	\$ 20.00	
Dissolved Phosphorus	\$ 20.00	
Oil and Grease	\$ 20.00	
Hardness as CaCO3	\$ 20.00	
Fecal Coliform	\$ 15.00	
E. Coli	\$ 15.00	
Arsenic	\$ 12.50	
Cyanide	\$ 30.00	
Chromium (trivalent)	\$ 32.50	
Chromium (hexavalent)	\$ 10.00	
Mercury	\$ 35.00	
Nickel	\$ 12.50	
Silver	\$ 12.50	

\*Individual test pricing will be higher if not ordered by test package

<u>MISCELLANEOUS</u>	<u>PER TEST</u>
Phenolics	\$ 40.00
TSS	\$ 10.00
BOD	\$ 20.00
Fecal Coliform	\$ 25.00
Herbicides	\$ 200.00
Pesticides	\$ 200.00
Semivolatiles	\$ 350.00
Volatiles	\$ 200.00
Priority Pollutants, Organics	\$ 550.00
Kjeldahl Nitrogen	\$ 25.00
Nitrate	\$ 15.00
Nitrite	\$ 10.00

All off-hour labor is \$65/hour or analyses performed will be charged with a 50% surcharge

Rush requested analyses (less than seven days) will be charged with a 50% surcharge

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 shall not be obligated for same under this contract.

6. NON-DISCRIMINATION POLICY:

Both parties agree that all services rendered under this contract shall 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 with 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 the other party regardless of reason. Any violation of this contract 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 shall indemnify and hold harmless the COUNTY, its elected officials and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of the Contractor, its agents, subcontractors or employees under this Contract.

10. AMENDMENT OF AGREEMENT:

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

11. 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 Bidder to subcontract (assign) any portion of this contract, the Successful Bidder shall maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Successful Bidder must maintain a continuous effective business relationship with the sub-contractor(s) 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, shall result in termination of the contract and/or legal ramifications, due to nonperformance.

12. CANCELLATION:

Failure to deliver as specified and in accordance with the Contractor's Bid Response submitted in response to ITB 181-11, including promised delivery and completion date, shall constitute sufficient grounds for cancellation of the order at the option of the Jefferson County Commission.

13. INSURANCE:

The Contractor shall maintain such insurance as shall protect him and the County from claim 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 shall be written by companies authorized to do business in Jefferson County, Alabama and shall include Jefferson County, Alabama as Added Additional Insured

By Endorsement including a thirty (30) day(s) written cancellation notice. Evidence of insurance shall be furnished to the Purchasing agent not later than seven (7) day(s) after Purchase Order/contract date. The Contractor is also required to include the bid number on the evidence of insurance.

Insurance Minimum Coverage:

Contracting party shall file the following insurance coverage and limits of liability with the County's Human Resource Department and Purchasing Department before beginning work with the County.

General Liability:

\$1,000,000 - Bodily injury and property damage combined occurrence

\$1,000,000 - Bodily injury and property damage combined aggregate

\$1,000,000 - Personal injury aggregate

Comprehensive Form including Premises/Operation, Products/Completed Operations, Contractual, Independent contractors, Broad Form property damage and personal injury.

Automobile Liability:

\$1,000,000 - Bodily injury and property damage combined coverage

Any automobile including hired and non-owned vehicles

Workers Compensation and Employers Liability:

\$100,000 - Limit each occurrence

Umbrella Coverage:

\$1,000,000 - Each occurrence

\$1,000,000 – Aggregate

Added Additional Insured By Endorsement:

Jefferson County, Alabama

30 day(s) written cancellation notice

Under Description of Operations/Locations/Vehicles/Exclusions Added by

Endorsement/Special Provisions enter the BID/RFP Number, Project Number or Purchase Order Number Covered by The Certificate of Insurance

Evidence of insurance shall be furnished to the Purchasing Agent prior to the issuance of the purchase order

14. **DISCLAIMER OF LIABILITY:**

The County shall NOT hold harmless or indemnify the Contractor for any liability whatsoever.

15. **HOLD HARMLESS AGREEMENT:**

Contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed against or imposed upon County because of bodily injury, death or property damage, real or personal, including loss of use thereof arising out of or as a consequence of the breach of any duty or obligations of the contracting party included in this agreement, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Integrator, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement, or arising out of Worker's Compensation claims, Unemployment Compensation claims, or Unemployment Disability compensation claims of employees of company and/or its subcontractors or claims under similar such laws or obligations. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees. Before beginning work, contract party shall file with the County a certificate from his insurer showing the amounts of insurance carried and the risk covered thereby. Liability insurance coverage must be no less than \$1,000,000. During performance the company must effect and maintain insurance from a company licensed to do business in the State of Alabama. Coverage required includes 1) Comprehensive General Liability; 2) Comprehensive Automobile Liability; 3) Worker's Compensation and Employer's Liability.

16. **PROTECTION DAMAGE:**

The Contractor shall be responsible for any damage to property of the County or others caused by him/her, any employees or sub-contractors, and shall replace and make good such damage. The Contractor shall maintain adequate protection to prevent damage to his/her property and the property of others, and shall take all necessary precautions for his/her safety and the safety of others. The Contractor shall comply with all safety laws and regulations in effect within the locality.

17. **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.

18. **INVOICING:**

All invoices must agree with the purchase order in description and price and include the following information:

1. Purchase Order Number;

2 Ship-to department name and address.

In order to ensure prompt payment, ALL ORIGINAL INVOICES\* MUST BE SENT TO:

Jefferson County Commission  
Finance Department  
Room 820 County Courthouse  
716 Richard Arrington Jr. Blvd. North  
Birmingham, Al 35203

\*If invoice does not agree with purchase order, credits or a corrected invoice shall be required in order for the County to process payment. Invoices that do not reference an authorized Purchase Order shall be returned to the vendor

19. TAX :

Jefferson County is exempt from all tax. However, Contractor shall be responsible for payment of all sales, use, lease, ad valorem and any other tax that may be levied or assessed by reason of this transaction.

20. 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 shall 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

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:

\_\_\_\_\_  
Enviro Management Co., Inc.  
Authorized Representative for Contractor  
JEFFERSON COUNTY, ALABAMA  
W. D. Carrington, President  
Jefferson County Commission

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

\_\_\_\_\_  
Mar-13-2012-171

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-2009-046 John Posey, owner. Randy W. Richardson, agent, Change of zoning on Parcel ID #40-07-4-004-001.000 and 40-08-3-004-009.422 in Section 07 Twp 19 Range 2 West from R-4 (Multi-Family) and R-T (Residential Townhouse) to C-P (Preferred Commercial) for an office building. (Case Only: 2401 Old Rocky Ridge Road, Birmingham, AL

35216) (HOOVER/ROCKY RIDGE) (0.71 Acres M/L)

Restrictive Covenants: 1. Access to this property shall be from Lennox Boulevard only, and the driveway to Old Rocky Ridge Road shall be removed; 2.the property shall be used for C-P uses only; 3. the property shall maintain a residential appearance, holding signage and external lighting to a minimum, and with all external lighting to be directed downward upon the property and not allowed to shine onto adjoining properties or public right-of-ways. 4. REVERSIONARY CLAUSE 5. The developer/property owner shall provide a preliminary drainage study to advise the County as to the extent of the proposed improvements and the effects of same concerning drainage.

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 from 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)

Restrictive 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.

Z-2011-009 Thomas Bookout and Bookout Auto Parts, owners; Thomas Bookout, agent. Change of zoning on Parcel ID#s 16-10-0-0-70 and part of 69.1 in Sections 10 Twp 16 Range 5 West from A-1 (Agriculture) to I-2(A) (Industrial), less and except that portion already zoned I-2(A), for compliance for a salvage yard. (Case Only: 6065 and 6101 Flat Top Road; Dora, AL 35062) (WEST JEFFERSON) (3.8 Acres M/L)

RESTRICTIVE COVENANTS: 1. the property owner shall maintain a proper NPDES permit (National Pollutant Discharge Elimination System) from the Alabama Department of Environmental Management, and make available a copy of same to the Department of Land Planning & Development Services upon request; and, 2. the business in question shall be fully subject to inspection, surveillance and monitoring by Jefferson County, and to any enforcement, penalty and/or restoration procedures and activities that may be subsequently deemed necessary by the County in order to ensure compliance with the requirements of Jefferson County's NPDES permit regarding pollutants in storm water discharges, illicit or non-storm water discharges, etc.

Motion was made by Commissioner Stephens seconded by Commissioner Brown that Z-2009-046, Z-2012-003 and Z-2011-009 be approved. Voting "Aye" Stephens, Brown, Bowman, Carrington and Knight.

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Mar-13-2012-172

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

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

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

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

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Mar-13-2012-173

WHEREAS, the Board of Directors for the Birmingham-Jefferson County Transit Authority have proposed to restructure certain routes in the Cities of Birmingham, Bessemer and Center Point, at no additional cost to any of the BJCTA member cities; and

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

WHEREAS, the Board of Directors for the Birmingham-Jefferson County Transit Authority have duly adopted the attached Resolution to restructure routes in the Cities of Birmingham, Bessemer and Center Point; and

WHEREAS, the Board of Directors for 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 restructuring routes in the Cities of Birmingham, Bessemer and Center Point is hereby approved.

Resolution No. 2092-32

Authorization to Restructure Particular BJCTA Routes and for the Executive Director  
and the Secretary of the Board to Apply to the City of Birmingham and Jefferson  
County to Adopt Resolutions Approving the Proposed Route Changes

WHEREAS, the Birmingham-Jefferson County Transit Authority ("BJCTA") is a duly authorized governmental agency established by the Alabama Legislature to provide for mass public transportation in the county of Jefferson and metropolitan Birmingham, Alabama; and

WHEREAS, the Cities of Birmingham, Bessemer, and Center Point have asked the BJCTA to restructure its routes through better service design to increase ridership, to, improve time performance, and/or to service new areas such as the Civil Rights Museum, Vulcan Park, Social Security Buildings, and the Birmingham-Shuttlesworth Airport for their citizens; and

WHEREAS, the following routes will be affected by change, creation or elimination:

- #1 South Bessemer #10 South Bessemer-Jonesboro
- #11 South Bessemer-Pipe Shop
- #17 Eastwood Wal-Mart
- #20 Zion City
- #25 Center Point
- #26 Jefferson State
- #28 South East Lake-Roebuck
- #44 Montclair-Eastwood Wal-Mart
- #46 Bessemer Super Highway-Western Hills Mall
- #90 DART
- #91 DART
- #92 DART

WHEREAS, the route restructuring will be accomplished at no additional cost to any of the BJCTA member cities.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Birmingham-Jefferson County Transit Authority, as follows:

Section 1. That the BJCTA Executive Director is hereby authorized to restructure the aforementioned service routes as reflected on the attachment.

Section 2: That the BJCTA's Executive Director and Secretary are, hereby authorized to apply to the City of Birmingham and Jefferson County to adopt resolutions approving the proposed DART route changes.

Section 3: That this resolution shall become effective March 26, 2012, pending approval by the City of Birmingham and Jefferson County.

Adopted; February 22, 2012.

Approved:

Rev. Patrick Sellers, Chairman

Attest:

Joyce E. Brooks Secretary/Treasurer

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

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Mar-13-2012-174

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to sign Agreement No. 1-6-30-30-26 between Jefferson County, Alabama and Joiner Fire Sprinkler Co., Inc. Joiner Fire Sprinkler Co., Inc. to provide on the job training of up to four (4) dislocated worker participants in the amount of \$20,000 - WIA funds. Joiner Fire Sprinkler will be reimbursed 50% of the wages paid to eligible participants. The contract expires on June 30, 2012.

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

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Mar-13-2012-175

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to sign Agreement No. 1-1-30-30-26 between Jefferson County, Alabama and Joiner Fire Sprinkler Co., Inc to provide on the job training of up to four (4) adult participants in the amount of \$20,000 - WIA funds. Joiner Fire Sprinkler will be reimbursed 50% of the wages paid to eligible participants. The contract expires on June 30, 2012.

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

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Mar-13-2012-176

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to sign Modification Number 3 to National Emergency Grant Agreement Number OF306001 to extend the termination date to December 31, 2012.

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

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Mar-13-2012-177

WHEREAS, Congress has appropriated funds for the Emergency Shelter Grant Program for fiscal year 2011; and

WHEREAS, the Jefferson County Commission has applied for and has been designated by the Federal Government, Department of Housing and Urban Development as a recipient for Emergency Shelter Grant Program funds; and

WHEREAS, the Emergency Shelter Grant Program does allow entitlement local governments to contract with non-profit homeless agencies for the implementation of the program, in providing assistance to homeless individuals and families; and

WHEREAS, the Jefferson County Commission desires to enter into a contract agreement with AIDS Alabama Inc. (FESG11-03T-AID) for an amount not to exceed \$17,160.00.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President is hereby authorized, empowered and directed to execute a Federal Emergency Shelter Grant Program agreement between Jefferson County, Alabama and AIDS Alabama Inc. (FESG11-03T-AID) for an amount not to exceed Seventeen Thousand One Hundred Sixty and no/100 Dollars (\$17,160.00). The cost will be paid from Program Year 2011 federal funds.

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

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Mar-13-2012-178

WHEREAS, Congress has appropriated funds for the Emergency Shelter Grant Program for fiscal year 2011; and

WHEREAS, the Jefferson County Commission has applied for and has been designated by the Federal Government, Department of Housing and Urban Development as a recipient for Emergency Shelter Grant Program funds; and

WHEREAS, the Emergency Shelter Grant Program does allow entitlement local governments to contract with non-profit homeless agencies for the implementation of the program, in providing assistance to homeless individuals and families; and

WHEREAS, the Jefferson County Commission desires to enter into a contract agreement with Pathways (FESG11-03T-PAT) for an amount not to exceed \$17,160.00.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President is hereby authorized, empowered and directed to execute a Federal Emergency Shelter Grant Program agreement between Jefferson County, Alabama and Pathways, Inc. Pathways (FESG11-03T-PAT) for an amount not to exceed Seventeen Thousand One Hundred Sixty and no/100 Dollars (\$17,160.00). The cost will be paid from Program Year 2011 federal funds.

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

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Mar-13-2012-179



WHEREAS, Congress has appropriated funds for the Emergency Shelter Grant Program for fiscal year 2011; and

WHEREAS, the Jefferson County Commission has applied for and has been designated by the Federal Government, Department of Housing and Urban Development as a recipient for Emergency Shelter Grant Program funds; and

WHEREAS, the Emergency Shelter Grant Program does allow entitlement local governments to contract with non-profit homeless agencies for the implementation of the program, in providing assistance to homeless individuals and families; and

WHEREAS, the Jefferson County Commission desires to enter into a contract agreement with Cooperative Downtown Ministries (FESG11-03T-CDM) for an amount not to exceed \$17,160.00.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President is hereby authorized, empowered and directed to execute a Federal Emergency Shelter Grant Program agreement between Jefferson County, Alabama and Cooperative Downtown Ministries (FESG11-03T-CDM) for an amount not to exceed Seventeen Thousand One Hundred Sixty and no/100 Dollars (\$17,160.00). The cost will be paid from Program Year 2011 federal funds.

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

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Mar-13-2012-180

WHEREAS, Congress has appropriated funds for the Emergency Shelter Grant Program for fiscal year 2011; and

WHEREAS, the Jefferson County Commission has applied for and has been designated by the Federal Government, Department of Housing and Urban Development as a recipient for Emergency Shelter Grant Program funds; and

WHEREAS, the Emergency Shelter Grant Program does allow entitlement local governments to contract with non-profit homeless agencies for the implementation of the program, in providing assistance to homeless individuals and families; and

WHEREAS, the Jefferson County Commission desires to enter into a contract agreement with First Light, Inc. (FESG11-03T-05-FLT) for an amount not to exceed \$17,164.00.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is hereby authorized, empowered and directed to execute a Federal Emergency Shelter Grant Program agreement between Jefferson County, Alabama and First Light, Inc. (FESG11-03T-05-FLT) for an amount not to exceed Seventeen Thousand One Hundred Sixty Four and no/100 Dollars (\$17,164.00). The cost will be paid from Program Year 2011 federal funds.

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

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Mar-13-2012-181

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to sign Agreement No. 1-1-30-30-27 between Jefferson County, Alabama and Amstead Rail Company, Inc to provide on the job training of up to 30 adult participants in the amount of \$100,000 - federal funds. Amstead Rail Company will be reimbursed 50% of the wages paid to eligible participants. The contract expires on June 30, 2012.

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

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Mar-13-2012-182

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to sign Agreement No. 1-6-30-30-27 between Jefferson County, Alabama and Amstead Rail Company, Inc to provide on the job training of

up to 30 dislocated worker participants in the amount of \$100,000 - federal funds. Amstead Rail Company will be reimbursed 50% of the wages paid to eligible participants. The contract expires on June 30, 2012.

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

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Mar-13-2012-183

BE IT RESOLVED by the Jefferson County Commission that the Department of Community & Economic Development is authorized to transfer Twenty Five Thousand & 00/100 Dollars (\$25,000.00) from the 2009 Volunteer Housing Project to the 2009 Gardendale New Castle Park budget.

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

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Mar-13-2012-184

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the Gardendale New Castle Park Project (CD09-03F-UM04-GNP), such bids having been opened on October 31, 2011, and listed as follows:

Contractor

	Base Bid	Notation	Alternate 1	Alternate 2	Alternate 3	Total Bid
Veterans Landscaping Co., Inc.	140,085.00	0	1,440	500	920	142,945.00
Southeastern Sealcoating, Inc.	171,155.50	0	4,000	3,000	1,500	179,655.00
Cherry Brothers, Inc.	199,372.50	0	2,500	2,500	3,000	207,372.50

WHEREAS, after tabulation by the Engineering Service Associates and consideration by the Jefferson County Office of Community & Economic Development, it has been recommended that the contract be awarded to the next lowest responsible bidder due to default of the initial lowest responsible bidder, Southeastern Sealcoating, Inc. for the base bid plus alternates for a total bid amount of \$179,655.00.

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 construction of the Gardendale New Castle Park Project with Southeastern Sealcoating, Inc., for the bid amount plus Alternate 1, Alternate 2 and Alternate 3 for a total amount of One Hundred Seventy Nine Six Hundred Fifty Five and 00/100 Dollars (\$179,655.00). 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 Stephens seconded by Commissioner Brown that the above resolution be adopted. Voting "Aye" Stephens, Brown, Bowman, Carrington and Knight.

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Mar-13-2012-185

WHEREAS, a mortgage was executed by Johnnie L. Kendricks, dated January 24, 1997, and recorded in Real 9760 page 1885 in the Probate Office of Jefferson County, Alabama, Bessemer Division; and

WHEREAS, the owner(s) have fulfilled all obligations stipulated in the mortgage and have not defaulted on said mortgage.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that a Full Satisfaction of Mortgage be executed to release and satisfy said mortgage.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Jefferson County Commission that the Commission President is authorized to execute said Full Satisfaction of Mortgage on behalf of the County.

FULL SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That, the undersigned, JEFFERSON COUNTY, ALABAMA, a political subdivision of the State of Alabama, does hereby acknowledge full payment of the indebtedness secured by that certain Mortgage executed by Johnnie L. Kendricks, dated January 14, 1997, and recorded in Real 9760 page 1885, in the Probate Office of Jefferson County, Alabama, Bessemer

Division and the undersigned does further hereby release and satisfy said Mortgage.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed on this the 13<sup>th</sup> day of March, 2012.

JEFFERSON COUNTY, ALABAMA, a political subdivision of the State of Alabama

W. D. Carrington, President

Jefferson County Commission

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

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Mar-13-2012-186

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) has approved Jefferson County's Substantial Amendment to the Consolidated Plan 2008 Action Plan for the amount of \$845,709.00 in Homelessness Prevention and Rapid Re-Housing Program (HPRP) funds which is funded under Title XII of the American Recovery and Reinvestment Act of 2009 and approved by the Jefferson County Commission on August 18, 2009; and

WHEREAS, the Office of Community & Economic Development desires to assist eligible HPRP residents of the Jefferson County Consortium in paying rent; and

WHEREAS; all funds paid to landlords under the terms of the HPRP Grant Agreement with the U.S. Department of Housing and Urban Development shall be based on eligibility and availability of HPRP funds;

WHEREAS, \$50,000 was initially approved by the Jefferson County Commission on February 22, 2011. An additional \$7,200 is needed to assist existing eligible HPRP residents in paying rent.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President is hereby authorized, empowered and directed to allow the Finance Director to make payments not to exceed \$57,200 to landlords on behalf of those eligible HPRP consortium residents upon receipt by the Jefferson County Office of Community & Economic Development. The cost will be paid for with HPRP funds.

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

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Mar-13-2012-187

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President, W. D. Carrington, be hereby authorized, empowered and directed to execute a modification the agreement between Jefferson County, Alabama and CE Associates Engineering Consultants, for the Edgewater Park Project (CDBG10-02F-U03-EDG). The modified amount shall be \$3,480.00. The new allocation for this project shall be \$33,440.00. This project is from the 2010 Program Year.

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

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Mar-13-2012-188

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Right-of-Way Encroachment Certification to the Alabama Department of Transportation for the Bridge Replacement on Dickey Springs Road over Shades Creek project.

RIGHT-OF WAY ENCROACHMENT CERTIFICATE

Mr. D. E. Phillips, Jr., P.E.  
County Transportation Engineer  
Alabama Department of Transportation  
1409 Coliseum Blvd.  
Montgomery, AL 36110

RE: Project No. BR-7004( )

County No. JCP-37-55-07  
Bridge Replacement on Dickey Springs Road  
Over Shades Creek  
Jefferson County

Dear Mr. Phillips:

This is to certify that any right-of-way encroachments, such as non-breakaway mailboxes, brick columns, fences, utility poles in clear zone, buildings, etc., will be removed prior to authorization of the project. Also, the non-contract work associated with this project to be done as part of the project, such as shoulder widening (including shoulder widening far guardrail), ditching, pipe extensions, clearing and other similar items of work, will be completed prior to authorization of the project. Other required work that is not a part of the contract, such as shoulder flushing, guardrail, grassing, permanent paint striping, signing, and bridge or culvert approach work must be completed within 60 calendar days of the completion of the contract work.

It is understood that failure to remove the right-of-way encroachments and to complete non-contract work associated with the project could result in withdrawal of Federal and/or State funds from the project.

David Carrington, President  
Jefferson County Commission

CERTIFICATION: This project has been inspected by me/my representative and all encroachments have been removed and non-contract items of work required prior to authorization have been completed. The fence that remains within the limits of the project, as designated in the plans, will be relocated as part of the work to be performed by County forces at no co the project.

COUNTY ENGINEER  
E. Wayne Sullivan  
DIVISION ENGINEER

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

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Mar-13-2012-189

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized to execute the "Election To Participate in Settlement with Bank of America" and the modified "Release by Participating Counter-parties" proposed by Bank of America Corporation ("BAC"), set forth below in which BAC agrees to pay to the County \$2,281,205.13 and to forever release and forgive a "Hedge Payment Amount" (SWAP Termination Fee) of \$31,188,960 allegedly owed to BAC by the County.

AG Muni Bond Derivative Settlement  
c/o GCG, Inc.  
Claims Administrator  
P.O. Box 9682  
Dublin, OH 43017-4982  
(800) 374-9013  
BAM0200502978  
JEFFERSON COUNTYALABAMA  
716 NORTH 21ST STREET  
SUITE 810  
ATTN: STEVE SAYLOR  
BIRMINGHAM, AL 35263

BAM

Claim No: 1000015

ELECTION TO PARTICIPATE IN  
SETTLEMENT WITH BANK OF AMERICA

JEFFERSON COUNTY ALABAMA, hereby elects to participate in the Settlement Agreement Among the Attorneys General of the States and Commonwealths of Alabama, California, Colorado, Connecticut, District of Columbia, Florida, Idahc. Illinois. Iowa, Kansas, Maryland, Massachusetts, Michigan, Missouri, Montana, Nevada, New Jersey, New York, North Carolina, North Dakota, Ohio, Oregon, Pennsylvania, South Carolina, Tennessee, Texas, Utah, and Wisconsin and Bank of America Corporation, dated December 7, 2010.

By signing below, I am confirming that: (1) I have authority to act on behalf of the Participating Counterparty; (2) the Participating Counterparty was the counterparty to each of the Covered Derivatives listed in the Release; and (3) the Participating Counterparty has not assigned, sold, or otherwise transferred its rights to any of the Covered Derivatives (or did not assign, sell, or transfer its rights prior to termination of any of the transactions).

Jefferson County, Alabama

63-6001579

Print or Type Name of Counterparty

Tax Identification Number

Signature: W. D. Carrington

Date: March 23, 2012

Jefferson County Commission President  
Title and Capacity of Person Signing  
716 Richard Arrington Jr. Blvd. N., Room 230  
Birmingham, Al. 35203  
Address

(205) 325-5503

Phone Number

carringtond@jccal.org

Email Address

AG Muni Bond Derivative Settlement  
c/o GCG, Inc.  
Claims Administrator  
P.O. Box 9682  
Dublin, OH 43017-4982  
(800) 374-9013

BAM

Claim No: 1000015

BAM0200502978  
JEFFERSON COUNTY ALABAMA  
716 NORTH 21ST STREET  
SUITE 810  
ATTN: STEVE SAYLOR  
BIRMINGHAM, AL 35263

#### RELEASE BY PARTICIPATING COUNTERPARTIES

This release executed this 13<sup>th</sup> day of March, 2012, by the Releasor (as defined below) in favor of the Releasee (as defined below).

#### DEFINITIONS

- A. "Releasor" shall mean the Participating Eligible Counterparty JEFFERSON COUNTY ALABAMA and any of its affiliates, subsidiaries, associates, general or limited partners, or partnerships, predecessors, successors, or assigns, including any of its present or former directors or officers.
- B. "Releasee" shall mean Bank of America Corporation ("BAC"), a corporation existing and organized under the laws of the State of Delaware, with its headquarters in Charlotte, North Carolina, and its successors, assigns, subsidiaries, divisions, groups, affiliates and partnerships. BAC also includes all current officers, directors and employees of the foregoing, along with any individual who was an officer, director or employee of the foregoing as of January 8, 2007.
- C. "Relevant Conduct" shall mean engaging in the conduct set forth in the Allegations section in the Settlement Agreement (as defined herein) from January 1, 1998 through December 31, 2007 thereby unreasonably restraining competition in the marketing, sale and placement of any Municipal Bond Derivatives, or in the offer to market, sell or place any Municipal Bond Derivatives by, among other means, (i) rigging bids and fixing prices and other terms and conditions of any Municipal Bond Derivatives; (ii) conspiring with certain other Providers and/or Brokers in a scheme to engage in unfair and deceptive trade practices in the marketing, sale and/or placement of any Municipal Bond Derivatives or in the offer to market, sell or place any Municipal Bond Derivatives; (iii) engaging in unfair and deceptive trade practices, including making misrepresentations or omitting material facts in the marketing, sale and/or placement of any Municipal Bond Derivatives or in the offer to market, sell or place any Municipal Bond Derivatives; and/or (iv) any anticompetitive, deceptive, unfair or fraudulent conduct between and among Providers and or Brokers related to the bidding or negotiating for any Municipal Bond Derivatives including agreements not to bid on or otherwise not to market, sell or place any Municipal Bond Derivative.
- D. "Municipal Bond Derivatives" shall mean contracts involving the investment or reinvestment of the proceeds of tax-exempt bond issues, Qualified Zone Academy Bonds, or bonds issued by or on behalf of any governmental or quasi-governmental or non-profit entity, including, but not limited to, states, cities, towns, counties, villages, parishes, school districts, clubs, or various economic development, redevelopment, development, financing, lottery, parking, housing educational, medical, religious, public safety, building, water, sewer, hospital, transportation, public works, waste management, environmental, port, airport, telecommunications and power authorities, corporations or boards; and (ii) related transactions involving the management or transferral of the interest rate risk associated with those bond issues including, but not limited to, guaranteed investment contracts, forward supply, purchase, or delivery agreements, repurchase agreements, escrow agreements, security sales, swaps, caps, options and swaptions. Notwithstanding the foregoing, Municipal Bond Derivatives does not include (i) contracts to underwrite the issuance of municipal bonds, (ii) credit default products, such as credit default swaps and credit default options, (iii) inter-dealer swaps or (iv) swaps or other agreements between Providers to hedge, manage or otherwise share or transfer their risk on a Municipal Bond Derivative.
- E. "Covered Derivatives" shall mean Municipal Bond Derivatives that meet the criteria set forth in Attachment A to the Settlement Agreement.
- F. "Settlement Agreement" shall mean the Settlement Agreement between Bank of America Corporation and .the Attorneys General of

the States and Commonwealths of Alabama, California, Connecticut, Florida, Illinois, Kansas, Maryland, Massachusetts, Michigan, Missouri, Montana, Nevada, New Jersey, New York, North Carolina, Ohio, Oregon, Pennsylvania, South Carolina, Texas, Colorado; the District of Columbia, Idaho, Iowa, Tennessee, Utah, North Dakota, and Wisconsin dated December 7, 2010 (the "Settlement Agreement").

G. "Effective Date" shall mean the Effective Date of the Settlement Agreement, December 7, 2010.

H. "Bankruptcy Case" means the chapter 9 bankruptcy case of the Releasor currently pending in the Northern District of Alabama, Southern Division, bearing case number 11-05736, or any subsequently filed bankruptcy case.

I. "Bankruptcy Code" means Title 11 of the United States Code, as amended.

J. "Bankruptcy Plan" means any plan of adjustment or reorganized filed by the Releasor in the Bankruptcy Case.

K. "Hedge Payment Amount" means the \$31,188,960 claimed as a "Hedge Payment Amount" allegedly due from the Releasor to the Releasee as described and demanded by letter dated July 17, 2008 from the Releasee to the Releasor (copy attached), and any interest, fees and charges relating thereto.

L. "Series 2002-C Variable Rate Warrants" means the Releasor's \$98,300,000 Sewer Revenue Refunding Warrants, Series 2002-C-3.

M. "Series 2003-C Auction Rate Warrants" means the Releasor's \$87,500,000 Sewer Revenue Refunding Warrants, Series 2003-C-6; the Releasor's \$87,500,000 Sewer Revenue Refunding Warrants, Series 2003-C-7; and Releasor's \$88,000,000 Sewer Revenue Refunding Warrants, Series 2003-C-8.

N. "Sewer Warrants" means any and all of the sewer revenue warrants issued by the Releasor under the Trust Indenture dated as of February 1, 1997, as amended and supplemented, between the Releasor and The Bank of New York Mellon, as Trustee.

O. "Sewer Warrant Claims" means any Claim (as such term is defined in the Bankruptcy Code) arising under or in respect of any Sewer Warrants held or owned by the Releasee.

#### RELEASE

1. In consideration of the receipt by Releasor of \$2,281,205.13 for damages relating to the Fixed/Float Swap (approximate trade date 10/23/2002); Fixed/Float Swap (approximate trade date 07/14/2003); Fixed/Float Swap (approximate trade date 10/09/2003), payment of which is made by BAC in accordance with the terms of the Settlement Agreement, Releasor hereby releases Releasee from all civil claims, counterclaims, cross-claims, set-offs, causes of action of any type (whether common law, equitable, statutory, regulatory or administrative, class, individual or otherwise in nature, and whether reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured) demands, disputes, damages, restitution, whenever incurred, and liabilities (including joint and several) of any nature whatsoever, including without limitation, costs, fines, debts, expenses, penalties and attorneys fees, known or unknown, that it has against the Releasee arising from the Relevant Conduct through December 31, 2007 in relation to the marketing, sale or placement of Municipal Bond Derivatives.

2. The Releasor intends by this Release to settle with and release only BAC and does not intend this Release, or any part hereof or any other aspect of the Settlement Agreement or the Release, to extend to, to release or otherwise to affect in any way any rights that the Participating Counterparties have or may have against any other party or entity whatsoever, other than BAC.

3. In the event that the total payment referenced in Paragraph 1 above is not made, regardless of the reason for such non-payment, then this Release shall be null and void; provided however, that any payments made by the Releasee may be credited against any settlement, judgment, or penalties arising out of the Relevant Conduct.

4. The Releasor hereby waives the provisions of California Civil Code section 1542, which provides: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement.

5. The Releasor represents and warrants that the released claims have not been sold, assigned or hypothecated, in whole or in part.

6. The following provisions shall apply to this Release notwithstanding any other provision hereof:

a. By its execution, delivery and performance hereof, the Releasor shall not be deemed to have released, settled or compromised any claims, counterclaims, defenses or other rights it may have against the Releasee arising from the following activities to the extent such claims, counterclaims, defenses or other rights are not based in any way on the Relevant Conduct:

i. the underwriting, purchase, sale and/or distribution of the Series 2003-C Auction Rate Warrants by the Releasee;

ii. any actions or failures to act by the Releasee as broker-dealer for the Series 2003-C Auction Rate Warrants;

iii. its execution, delivery or performance of that certain Standby Warrant Purchase Agreement dated as of October 1, 2002

by and among the Releasor, The Bank of New York, as Trustee, JPMorgan Chase Bank and Bank of America, N.A. relating to the Series 2002-C Variable Rate Warrants; or

iv. the ownership, purchase or sale by the Releasee of any Sewer Warrants.

b. In addition to the settlement funds described in paragraph 1 of the Release, and as additional consideration for the execution of this Release by the Releasor, the Releasee releases and forgives its claim for the Hedge Payment Amount.

c. The Releasor shall not use or rely upon the existence of the Settlement Agreement or this release, or the occurrence of any events

comprising the Relevant Conduct, as a basis or justification, in the Releasor's Bankruptcy Case or otherwise, for (i) any equitable subordination or disallowance of the Sewer Warrant Claims, or (ii) any classification, under any Bankruptcy Plan, of the Sewer Warrant Claims separate and apart from the claims of holders of the Sewer Warrants generally. The Releasor shall not assist or cooperate, directly or indirectly, with any party in interest in the Bankruptcy Case seeking to equitably subordinate or otherwise disadvantage, or objecting to or seeking to disallow, in whole or in part, the Sewer Warrant Claims, on the basis of the existence of the Settlement Agreement, this release or the occurrence of any events comprising the Relevant Conduct.

Jefferson County, Alabama

63-6001579

Print or Type Name of Counterparty

Tax Identification Number

Signature: W. D. Carrington

Date: March 13, 2012

Jefferson County Commission President

Title and Capacity of Person Signing

716 Richard Arrington Jr. Blvd. N., Room 280

Birmingham, AL 35203

Address

(205) 325-5688

Phone Number

carringtond@jccal.org

Email Address

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

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

Mar-13-2012-190

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the attached Professional Services Contract between Jefferson County and David P. Mullins, MAI for appraisal services of the DHR Building located at 1301 5th Avenue South. The cost of this Contract Agreement is Five Thousand, Five Hundred Dollars (\$5,500) for appraisal work and \$150.00/hour for court work not to exceed \$6,000.00.

#### PERSONAL SERVICES CONTRACT

THIS AGREEMENT entered into this 12<sup>th</sup> day of March, 2012, by and between Jefferson County, Alabama, hereinafter called "the County", and David P. Mullins, MAI, hereinafter called "the Contractor". The effective date of this agreement shall be March 12<sup>th</sup>, 2012.

WHEREAS, the County desires to contract for appraisal services for the Right of Way Division of the Roads and Transportation Department, hereinafter called "ROW"; and

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

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

1. **ENGAGEMENT OF CONTRACTOR:** The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. **SCOPE OF SERVICES:** The Contractor shall perform all necessary appraisal services provided under this Contract as required by the ROW. The Contractor shall do, perform, and carry out in a satisfactory and proper professional manner the appraisal of DHR building located at 1301 5<sup>th</sup> Avenue South, Birmingham, Alabama with a full narrative report developed in accordance with the Uniform Standards of Professional Appraisal Practice.
3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to render professional appraisal services to the Commission at any time after the effective date of this Contract. This agreement shall become effective on the date that all parties sign this agreement and shall terminate on April 1, 2013 unless services needed for Court Time in the future.
4. **COMPENSATION:** Contractor shall be compensated for services rendered as follows:  
\$5,500.00 per appraisal on the DHR building, 1301 5<sup>th</sup> Ave. South, Birmingham, Alabama.  
\$150.00 per hour for Court Time, if necessary.

Total cost of appraisals work performed under this contract is not to EXCEED \$6,000.00 plus any court time payable per submission of an approved invoice. All amounts due to the Contractor shall be paid on a net 30 day basis.

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 the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the County shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the Contractor of any liability to the County for damages sustained by virtue of a breach by the Contractor.

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

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

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

12. COUNTY FUNDS PAID: Contractor and the Contractor representative signed below certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of 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. 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. Governing Law: The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, materials and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by the laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County, Alabama, Birmingham Division.

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

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  
David Mullins, MAI

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

DIRECTOR/COUNTY ENGINEER  
E. Wayne Sullivan

ATTESTS:  
Minute Clerk

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



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Thereupon the Commission Meeting was recessed.

The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 9:00 a.m., Tuesday, March 27, 2012.

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President

ATTEST

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Minute Clerk