

STATE OF ALABAMA)

JEFFERSON COUNTY) May 15, 2012

The Commission convened in regular session at the Birmingham Courthouse at 9:04 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 Knight seconded by Commissioner Brown that the Minutes of April 24, 2012, be approved. Voting "Aye" Knight, Brown, Bowman, Carrington and Knight.

The Commission met in Work Session on May 1, 2012, and approved the following items to be placed on the May 8 (14) (15), 2012, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Items 1 through 20.
- Commissioner Brown, Community Service and Roads and Transportation Committee Items 1 through 19.
- Commissioner Carrington, Administrative Services Committee - Items 1 through 7.
- Commissioner Knight, Land Planning and Development Services, Emergency Management Agency, Board of Registrars and Courts, Inspection Services Committee Items 1 through 8.
- Commissioner Stephens, Finance & Information Technology Committee Items 1 through 16.

John Burchfield representing Northport Holdings, LLC updated the Commission regarding the status of the Certificate of Need approval regarding the purchase of 238 beds at Jefferson Rehabilitation & Health Center and. He also presented to the Commission renderings for two proposed nursing facilities, one in the City of Hoover and one in the City of Vestavia Hills.

Tony Petelos, County Manager stated that the appraisal of the Jefferson Rehabilitation & Health Center physical property is in the works. He stated an established nursing facility has shown interest the property.

Commissioner Bowman acknowledged the services of Derrick Williams, Director of Jefferson Rehabilitation & Health Center who has resigned from his position.

May-15-2012-278

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

Donald L. Whitsitt, Sheriff's Office was granted a military leave of absence from February 14, 2012 to April 1, 2012, and the amount of pension contributions due Donald L. Whitsitt is \$426.62 plus the County matching contributions of \$426.62 for a total of \$853.24.

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

May-15-2012-279

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama and American Red Cross to provide professional services for the ACPR/AED/FA Two Year Certification training for the Environmental Services Department in the amount of \$4,750.00.

CONTRACT NO: 3636

PROFESSIONAL SERVICES CONTRACT
ACPR/AED/FA Two Year Certification Training

THIS AGREEMENT made this the 27th day of March, 2012 by and between Jefferson County Alabama, hereinafter called "the County", and, The Alabama Region of the American Red Cross, called "the Contractor". The effective date of this agreement shall be April

2, 2012.

WHEREAS, the County desires to contract for training in ACPR/AED/FA two year certification to the Jefferson County Commission, hereinafter called "the County";

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

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the CONTRACTOR and the CONTRACTOR hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: This contract results from County's request for ACPR/AED/FA 2 year Certification training classes for Environmental Services Department Employees. The contract describes the scope of services regarding the training classes to be administered by the CONTRACTOR. The essential components of this Contract are adopted herein by reference. This contract document constitutes the entire agreement between the parties. The Scope of Services is as follows:

<u>DESCRIPTION</u>	<u>AMOUNT</u>
ACPR/AED/FA 2 Year Certification training-APRIL 10, 2012, and April 12 th 2012 from 8:30 a.m. to 2:30 p.m. each session. \$90 per student with a maximum of 25 students per session (minimum class of 6). A \$250 service delivery fee will be assessed as part of the cost of the training classes. Classes will be held at the Shades Valley Training Complex, 1331 Oak Grove Road, Birmingham, AL 35209.	\$4,500.00
Service Delivery Fee	\$250.00
GRAND TOTAL	\$ 4,750.00

- A. Contractor will provide one copy of the required textbook/workbook for each student to use during class; required materials and equipment for the course, which will be in excellent working condition.
- B. Contractor will provide instructors who have received standard instructions given to all Red Cross instructors teaching the course(s) listed above.
- C. A copy of the Course Record and certification cards for participants who successfully complete all skills and knowledge tests to American Red Cross standards for the above-named courses will be sent to the Jefferson County Environmental Services Department after processing of course records at the Birmingham Area Chapter.
- D. One overall evaluation form for the client to evaluate delivery of contracted services.
- E. An invoice itemizing training by date, location, and number of students. The invoices will be for A MINIMUM OF 6 students for each class or invoice for the actual number of students above the minimum.
- F. Any requests to change the number of students, location, date, or time of a scheduled course must be submitted to the CONTRACTOR by the County no later than 2 working days prior to the original starting date. Courses or instructors that are rescheduled or canceled with less than 48 hour's notice by the County will result in the client being billed an administrative fee of \$100. Reasonable delays in the start of the training time (students or instructor 30 minutes late due to traffic, weather) are excusable
[sic] F. In times of natural or man-made disaster, when disaster activities preclude normal operations, it is agreed that either party may request rescheduling or cancellation or course(s) without penalty.
- G. Each training course provided under the terms of this contract will be billed at \$90 per student, plus a \$250 service delivery fee.

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render professional services to the County at any time after the effective date of this Contract. The Contract term expires on April 1, 2013, with the option to renew for a period of up to two (2) additional one (1) year terms.

4. ASSIGNMENT: No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize the Successful 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:

Tracee Nix, Health and Safety Specialist

ALABAMA REGION, AMERICAN RED CROSS

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

May-15-2012-280

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 Garver, LLC, in the amount of \$349,900.00 to provide engineering design services for Morgan Greenwood Pump Stations #1 and #2 Upgrades and Sanitary Sewer System Evaluation.

A G R E E M E N T
ENGINEERING DESIGN SERVICES FOR
MORGAN GREENWOOD PUMP STATIONS #1 AND #2 UPGRADES
AND SANITARY SEWER SYSTEM EVALUATION

This AGREEMENT, made this the eighth day of March 2012 by and between JEFFERSON COUNTY, Alabama as Party of the First Part, hereinafter referred to as the COUNTY, and Garver, LLC. as Party of the Second Part, hereinafter referred to as the CONSULTANT.

WHEREAS, the said CONSULTANT has agreed and by these presents does agree with the COUNTY for the consideration hereinafter mentioned with payment to be administered by the COUNTY to perform sanitary sewer system evaluation and provide associated engineering services for sewer rehabilitation of the collection system and upgrades to the Morgan Greenwood Pump Stations #1 and #2.

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

ARTICLE I - SCOPE OF WORK

The CONSULTANT, in the accomplishment of work under this AGREEMENT, shall meet the requirements for conformance with the standards adopted by the COUNTY and shall ascertain the practices of the COUNTY prior to beginning any of the work on this project. All work under this AGREEMENT shall be performed in accordance with these standard practices and any special requirements herein set forth.

The goals of the COUNTY and CONSULTANT under this AGREEMENT are to perform engineering services including but not limited to: (1) Perform a sanitary sewer system evaluation study to determine the condition of the existing collection system and estimate potential flow reduction into the Morgan Greenwood Pump Station #1 and #2 service areas; (2) provide engineering design to repair, replace and/or rehabilitate the existing sanitary sewer collection system; and (3) design improvements to the Morgan Greenwood PS #1 and #2 systems in order to balance flows between the two stations and minimize hydraulic impact to the downstream gravity sewer system.

All data collected and prepared or generated under this or any other agreement between the CONSULTANT and the COUNTY shall be the property of the COUNTY and shall not be released to any third party without the express consent of the COUNTY.

SECTION 1 – OBLIGATION OF THE CONSULTANT TO THE COUNTY

Under this AGREEMENT, the CONSULTANT will provide the following engineering services:

1. Designate a project manager to serve as primary contact with COUNTY.
2. Sanitary Sewer System Evaluation: Morgan Greenwood PS #1 and #2 Service Areas provided by ADS, LLC hereinafter referred to

as SUBCONTRACTOR including:

- A. Provide Temporary Flow Monitoring for the Morgan Greenwood Pump Stations #1 and #2 service area at locations and times agreed to by the COUNTY. At a minimum, the Temporary Flow Monitoring shall include:
 - i. Operation and maintenance of calibrated equipment for 45 days or until a rain event greater than 1 inch in a 24 hour period occurs.
 - ii. Data analysis and report that includes: Summary of monitoring network, monitoring results identifying any potential I/I sources, and rain data (hard copy and excel file on CD). Include County provided data: Pump station run time data, velocity, design flow in the data analysis and report.
 - iii. A hard copy report including a brief summary of flow monitoring activities and methodologies, along with copies of installation and maintenance logs maintained during the project.
 - iv. I/I analysis for sub basins within the study area.
 - B. Provide Smoke Testing for the Morgan Greenwood Pump Stations #1 and #2 service areas at locations and times agreed to by the COUNTY, estimated to be 60,000 LF of sanitary sewer (50% of total basin within scope). At a minimum, the Smoke Testing shall include:
 - i. Investigation of the proposed site.
 - ii. Notification to County residences, businesses, industries and/or any other entities in the area likely to be affected by smoke testing.
 - iii. A Summary Report including completed smoke forms with photographs.
3. Sanitary Sewer System Evaluation – Morgan Greenwood PS #1 and #2 Service Areas including:
- A. Perform a service area study including approximately 120,000 linear feet of temporary flow monitoring gravity sewer lines, a detailed sewer system evaluation survey of an estimated 60,000 linear feet (50% of the entire basin), and a visual inspection of approximately 300 manholes to determine need for sanitary sewer rehabilitation and estimate amount of potential flow reduction into the Morgan Greenwood Pump Station Service Area.
 - B. Capacity Analysis of existing sanitary sewer trunk system.
 - C. Review of Temporary Flow Monitoring, TVI and Smoke Testing data in the Morgan Greenwood Pump Stations #1 and #2 service areas performed by SUBCONTRACTOR as discussed in Article I, Section 1, Part 2 above.
 - D. Analysis of pump run time, flow monitoring, TVI and smoke testing data, followed by the development of a report identifying recommended sewer rehabilitation, including construction cost estimates.
 - E. Perform Manhole Inspections of up to 300 existing manholes to include visual inspection, current asset condition documentation and recommended rehabilitation improvements required to reduce infiltration and inflow.
 - F. Coordinate Television Inspection (to be provided by the COUNTY under separate agreement) of the Morgan Greenwood Pump Stations #1 and #2 service areas at locations and times agreed to by the COUNTY. At a minimum, the Television Inspection shall include:
 - i. True-color audio-visual closed circuit television inspection for verification of existing internal sewer line conditions. Television Inspection shall be performed in accordance with current COUNTY standards.
 - ii. A Summary Report of the Television Inspection work and the information acquired, including an electronic copy of television inspection video.
4. Prepare Drawings and Specifications for the two (2) pump station upgrades and related work described and identified as follows:
- A. Morgan Greenwood Pump Station #1 and associated force main system, located at 5033 Pleasant Hill Road, Bessemer, Alabama 35022; Evaluate and design pump station upgrades to improve the station's pumping capacity; evaluate and design necessary improvements to stand-by power systems at the site; evaluate and design improvements to electrical controls and SCADA systems; design any necessary wet well modification; design site improvements to include necessary access road improvements, and any other necessary modification to the station's ancillary appurtenances.
 - B. Morgan Greenwood Pump Station #2 and associated force main system, located at 3696 Hilltop Road SE, Bessemer, Alabama 35022; Evaluate and design pump station upgrades to improve the station's pumping capacity; evaluate and design necessary improvements to stand-by power systems at the site; evaluate and design improvements to electrical controls and SCADA systems; design necessary wet well modification; design site improvements to include generator building structural modifications and other necessary modification to the station's ancillary appurtenances.
 - C. Morgan Greenwood Pump Station Service Area Sewer Rehabilitation, Bessemer, Alabama;
 - (1) Provide engineering design for COUNTY approved sanitary sewer rehabilitation in the Morgan Greenwood Pump Stations #1 and #2 service areas.
 - (2) The estimated length of gravity sewer, to have plan drawings developed for a proposed bid package, is 30,000 linear feet including the rehabilitation of 180 manholes.

- D. Data gathering shall include, but not be limited to: sewer maps, complaint forms, tax maps, flow data, record drawings, overflow reports, recorded right-of-way documents, previous surveys and utility maps.
 - E. Review of existing flow data.
 - F. Review of as-constructed drawings in the Rice Creek Sewer Basin.
 - G. Review of historical sanitary sewer overflow data and resulting compliance.
5. Prepare construction documents and provide bid phase services for the project. Services will include:
- A. Supplemental survey, as needed, in accordance with COUNTY requirements.
 - B. Assembly of all tax maps, subdivision plats, and deeds of affected properties within the project boundary.
 - C. Construction drawings with a 1" = 50' horizontal and 1" = 10' vertical scale.
 - D. 30%, 60%, and 90% review meetings with COUNTY and associated revisions.
 - E. Quality Assurance and Quality Control throughout the contract.
 - F. Development of construction specifications.
 - G. Preparation of bid quantities and opinion of probable construction cost.
 - H. Preparation of deeds and maps for ROW acquisition.
 - I. Preparation of Notice to Bidders and assist the COUNTY with the distribution of plans, pre-bid conference, addenda, bid opening, bid evaluation and recommendation of award.
6. Perform construction management for the sewer rehabilitation, pump station and force main construction projects. Services will include:
- A. Participate in pre-construction conference.
 - B. Provide consultations and advice to the COUNTY during construction.
 - C. Preparation of supplemental sketches (job sketches) required to address problems due to actual field conditions encountered.
 - D. Checking submittals and shop drawings provided by the contractor for general conformity of design concept and conformance with the information given in the contract documents.
 - E. Reviewing laboratory, shop drawings and mill test reports.
 - F. Provide as needed, part time engineering observation of the work of the contractor as construction progresses (Estimated ten [10] hours per week). Construction observation shall be performed in cooperation with the COUNTY's full time construction inspector.
 - G. Issuing necessary clarification of the contract documents, prepare contract modifications and make recommendations as to the acceptability of the work.
 - H. Processing the Contractor's pay requests by reviewing the request to the best of the CONSULTANT'S knowledge and belief and recommend issuance of such payments by the COUNTY.
 - I. Making a final review and report on the completion of the project, including recommendations concerning final payment to the contractor and release of retainage.
 - J. Preparation of Record Drawings with a 1" = 50' horizontal and 1" = 10' vertical scale.

- 7. Keep confidential all records.
- 8. Perform all work in accordance with standards and practices adopted by the Jefferson County Environmental Services Department.
- 9. Provide a compact disc with all associated data in electronic format.

SECTION 2 - OBLIGATION OF THE COUNTY TO THE CONSULTANT

It is understood that the COUNTY will:

- 1. Furnish requirements for the project and provide full information as to its requirements for the project.
- 2. Furnish existing pump run time data at Morgan Greenwood Pump Stations #1 and #2.
- 3. 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 condition of the site.
- 4. Designate a project manager to coordinate CONSULTANT's work and to assist as COUNTY'S representative with respect to the work to be performed under this AGREEMENT.
- 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 its work under this AGREEMENT.
- 6. Provide GPS data for all manholes within the Morgan Greenwood Pump Stations #1 and #2 service areas. At a minimum, the information shall include: Northing, Easting, top and invert elevations for each manhole.
- 7. Advertise for proposals from bidders, open the proposals at the appointed time and place, and pay for all costs incidental thereto.
- 8. Assume all costs of public hearings, if required.
- 9. Examine studies, reports, sketches, opinions of probable cost of construction, proposals, and other documents presented by the CONSULTANT, and shall render decisions in writing pertaining thereto within a reasonable time so as not to delay the services of the

CONSULTANT.

- 10. Give prompt written notice to the CONSULTANT whenever the COUNTY's observer, or otherwise, becomes aware of any defect in the project.
- 11. Assume all costs of environmental site assessments, if required.
- 12. Assume all costs for flow monitoring within study area, if required.
- 13. Assume all costs of archaeological and vegetative studies, if required.
- 14. Assume all costs for railroad permit fees, if required.
- 15. Negotiate any right-of-way or easements required for project construction.
- 16. Record right-of-way or easement acquisition documents in the Probate Office of Jefferson County.

SECTION 3 - CONFERENCES AND VISITS TO SITE

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

ARTICLE II - TIME OF BEGINNING AND COMPLETION

- 1. The CONSULTANT agrees to start work on the professional services outlined under Article I of this AGREEMENT within ten (10) days following receipt of written notice from the COUNTY to proceed. The COUNTY will not notify the CONSULTANT to commence work until this AGREEMENT has been formally approved by both parties.
- 2. The work to be performed shall be completed in accordance with the schedule in Attachment 1 - Project Schedule. Should delays attributable to causes beyond the control of the CONSULTANT be encountered, such as would extend the contract work beyond the agreed upon one hundred eighty day period, the COUNTY may adjust the amount of this contract by amendment, so as to reflect the cost of additional expense items and additional fee, if any, arising from the change.
- 3. In case the COUNTY deems it advisable or necessary in the execution of the work to make any alteration which will increase or decrease the scope of work outlined in this AGREEMENT, the time limits specified herein may be adjusted in accordance with Article IV, Section 1.
- 4. The Contract shall remain in full effect until completion of the Scope of Work and acceptance of final payment by the CONSULTANT, up to the maximum allowed by law.

ARTICLE III - PAYMENT

SECTION 1 - FEE

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

For the work contemplated under Article I, Section 1, compensation shall be computed on the basis of a Cost Not to Exceed contract to be paid by monthly invoice at the rate schedule of standard charges as identified in Attachment 2 - Rate Schedule. The contract shall include a maximum engineering cost of three hundred forty-nine thousand nine hundred dollars and 00/100 cents (\$349,900.00) as shown below and identified in Attachment 3 - Fee Breakdown. This contract amount shall not be exceeded except by formal contract amendment.

Temporary Flow Monitoring and Smoke Testing	\$56,400
Sanitary Sewer Evaluation Study (SSES)	\$51,000
Final Design and Bidding Assistance – Rehabilitation	\$47,900
Final Design and Bidding Assistance – PS #1 and #2	\$132,000
Construction Administration	\$62,600
Total Contract Amount	\$349,900

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

SECTION 2

The CONSULTANT may sub-contract specialized services to competent and experienced sub-consultants approved by the COUNTY in writing. As a prime professional, the CONSULTANT shall act as COUNTY's representative for contracting, directing, and managing the services of sub-consultants. The COUNTY shall have the right to reject any consultant provided that the COUNTY raises a timely objection. At the time of the execution of this AGREEMENT, the parties have pursued services provided by SUBCONTRACTOR for Sewer System Evaluation Study (SSES) services. Subcontracted services are limited to no more than 5% administration expense payable to the

CONSULTANT.

SECTION 3

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

ARTICLE IV - MISCELLANEOUS PROVISIONS

SECTION 1 - CHANGES OF WORK

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

Likewise, during the term of this AGREEMENT, any service specified may be deleted and/or reduced at the discretion of the COUNTY. If such deletion or reduction becomes desirable, the CONSULTANT will be given advance notice and an equitable reduction in the CONSULTANT'S 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 COUNTY all documents and data pertaining to the work or to the project, which material shall become the property of the COUNTY. All original tracings or maps and other engineering data furnished to the COUNTY by the CONSULTANT shall bear thereon the endorsement of the CONSULTANT. All data collected and prepared or generated under this agreement between the CONSULTANT and the COUNTY shall be the property of the COUNTY and shall not be released to any other party without the consent of the Director 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 COUNTY may grant a time extension to any or all phases of the work, provided written application is made by the CONSULTANT within ten (10) days after the alleged delay has occurred.

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

SECTION 5 - TERMINATION OR ABANDONMENT

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

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

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

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

SECTION 6 - TERMINATION OF CONTRACT FOR BREACH

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

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

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

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

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

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

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

SECTION 7 – CONTROVERSY

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

SECTION 8 – RESPONSIBILITY FOR CLAIMS AND LIABILITY

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

2. The CONSULTANT agrees to indemnify, hold harmless and defend the COUNTY, their elected officials, officers and employees from and against any and all loss, expense against or imposed upon the COUNTY because of bodily injury, death or property damage, real or personal, including loss of use thereof 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 COUNTY a certificate from his insurer showing the amount of insurance carried and the risk covered thereby or a copy of the required insurance policies with a minimum as follows:

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

SECTION 9 - GENERAL COMPLIANCE WITH LAWS

The CONSULTANT shall comply with the provisions of the Labor Law, all State Laws, Federal and Local Statutes, Ordinances and Regulations that are applicable to the performance of this AGREEMENT, and especially laws, ordinances and statutes prohibiting discrimination in employment of persons on account of race, creed, color or national origin, 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. In the event the COUNTY is removed from its position, the CONSULTANT agrees to consent to the assignment of this contract to its successors, assigns or designees.

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 employment of the COUNTY, except

regularly retired employees, without written consent of the public employer of such person.

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

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

SECTION 12 - CONTROL

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

SECTION 13 - CONDITIONS AFFECTING WORK

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

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

A. Non-Discrimination:

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

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

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

C. Sanctions of Noncompliance:

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

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

SECTION 14 - GOVERNING LAW/DISPUTE RESOLUTION

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

ARTICLE V

SECTION 1 - EXECUTORY CLAUSE

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

2. The CONSULTANT, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself in a manner consistent with such status, that he will neither hold himself out as, nor claim to be an officer or employee of Jefferson County,

Alabama or of the COUNTY by reason hereof, and that he will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to any officer or employee of Jefferson County, Alabama or of the COUNTY, including, but not limited to, Workmen's Compensation coverage or retirement membership or credit.

ARTICLE VI

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures, Garver, LLC. on the eighth day of March 2012, and the COUNTY on the ____ day of _____ 2012.

Kevin W. Kennoy, P.E., Vice President
Garver, LLC

RECOMMENDED:

David Denard, Director of Environmental Services
Jefferson County

ATTEST:

JEFFERSON COUNTY COMMISSION

Minute Clerk

W.D. Carrington, President

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

May-15-2012-281

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 Atkins North America, Inc., for professional services in the amount of \$365,500.00 to provide GPS survey and digital photographs of approximately 8,000 sanitary sewer manholes.

2012 Agreement For Professional Services For the Engineering Survey of Sanitary Sewer Manholes (Number 1)

This AGREEMENT, made this the ____ day of ____, 2012 by and between Jefferson County in the State of Alabama as Party of the First Part, hereinafter referred to as the COUNTY, and Atkins North America, Inc., as Party of the Second Part, hereinafter referred to as the CONSULTANT.

WHEREAS, the said CONSULTANT has agreed and by these presents does agree with the COUNTY for the consideration hereinafter mentioned with payment to be administered by the COUNTY to provide various engineering services associated with the Jefferson County Environmental Services Department Consent Decree Compliance and Capacity Assurance, Management, Operations and Maintenance (CMOM) programs.

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 goals of the COUNTY and CONSULTANT under this AGREEMENT are to complete Global Positioning System (GPS) or conventional engineering survey of 8,000 sanitary sewer manholes located in the mini-systems described by the COUNTY in the Notice-To-Proceed. The COUNTY will provide a PROJECT area encompassing enough locatable manholes for CONSULTANT to complete the quantity described above. CONSULTANT will collect northing and easting coordinates, rim elevation, invert elevations, directional bearings of entering and exiting pipes, material and diameter of entering and exiting pipes and digital photograph of located manholes. The engineering survey information gathered during the PROJECT will provide the COUNTY with accurate locations for each manhole and pipe end elevations for connected sewer lines.

Northing and easting coordinates and rim elevation information for each located manhole will be gathered using specialized Real-Time Kinematic Global Positioning System (RTK GPS) equipment of survey-grade accuracy, wherever possible. Where measurements cannot be made with GPS equipment, coordinates will be derived from measurements made with conventional surveying methods. Invert elevation information will be derived by measuring from the rim to each pipe invert with a grade rod, compensating for rod angle or other acceptable methods as approved by the COUNTY. CONSULTANT will maintain a project information management system to facilitate the incorporation of all data collected during the PROJECT into SIMS.

Upon completion of the PROJECT, the coordinate information, invert elevations, and digital photographs will be incorporated into the COUNTY'S Sewer Infrastructure Management System (SIMS) by the COUNTY'S Information Technology Department, providing managers, engineers, and maintenance staff access to accurate and complete collection system asset information.

The CONSULTANT, in the accomplishment of work under this AGREEMENT, shall meet the requirements for conformance with the standards and practices of the Jefferson County Environmental Services Department.

Specifically excluded from the scope of work under this AGREEMENT is any actual construction, repair, renovation or maintenance of any component of the COUNTY'S sewer system by the CONSULTANT.

SECTION 1 - OBLIGATION OF CONSULTANT TO COUNTY

Under this AGREEMENT, the CONSULTANT will provide the following engineering services:

- A. For each COUNTY sewer manhole in the PROJECT area as currently depicted in SIMS, which can be located with reasonable effort by CONSULTANT (to a maximum of 8,000 manholes), collect coordinates in the X, Y and Z planes (northing, easting, and rim elevation) using specialized Real-Time Kinematic Global Positioning System (RTK GPS) equipment wherever possible. Obtain coordinate information from the center of each manhole cover.
- B. Where measurements cannot be made with GPS equipment, derive coordinates from measurements made with conventional surveying methods, referenced from the nearest manhole for which GPS data was collected.
- C. Measure the directional bearing to, and depth from the manhole rim of, all sanitary sewer lines entering or exiting each manhole.
- D. Manholes which are indicated in current COUNTY information (e.g., in SIMS) to exist but which CONSULTANT cannot locate with reasonable effort will be designated as "CNL" (Could Not Locate) for subsequent investigation by the COUNTY or others. Manholes which are designated as "CNL" (Could Not Locate) shall not be included in the agreement total number of manholes surveyed.
- E. Incorporate the COUNTY'S current manhole numbering system into the data collection process.
- F. Validate the information collected with QA/QC data checks to minimize errors or inconsistencies.
- G. Take representative digital photographs of interior of each manhole and exterior of each manhole cover including an identifiable immobile background feature (e.g. a house or other structure). Label each photograph with identification information including mini-system, manhole number, and compass direction of the photograph. Name each electronic file with the corresponding Photographs to be incorporated into SIMS by the COUNTY'S IT staff.
- H. Develop a composite drawing of all surveyed manholes and connecting pipes in the PROJECT area in ArcMap 9.3 or ArcMap 9.3.1 and based upon State Plane Coordinates for West Alabama (NAD 1983 State Plane Alabama West).
- I. Prepare a PROJECT final report indicating the work performed.
- J. Provide the following deliverables to the COUNTY:
 1. Database in Microsoft Access format of all validated survey information, including manhole number, manhole material, northing, easting, rim elevation, end elevation, upstream and downstream invert of each pipe entering or exiting the manhole, the directional bearing of each pipe entering or exiting the manhole and the diameter and material of each pipe entering or exiting the manhole; database format shall be compatible with SIMS. Submit an incremental database with each monthly application for payment, and a complete cumulative database upon project completion.
 2. Interior and exterior digital photograph file, in JPEG format, of each manhole surveyed. Label each digital photograph with identification information including mini-system, manhole number, and compass direction of photograph. Name each photograph electronic file with the manhole number. Submit photographs in conjunction with each monthly application for payment.
 3. A Final Report of the PROJECT indicating the work completed, upon PROJECT completion. The final report should list manhole ID number of all structures attempted to be surveyed. The list will contain a list of manholes located buried under soil, asphalt or are otherwise obstructed.
- K. Hold periodic meetings with COUNTY staff, as required.

SECTION 2 - OBLIGATION OF THE COUNTY TO THE CONSULTANT

It is understood that the COUNTY will:

- A. Identify work areas (mini-systems) with a total number of manholes sufficient to accommodate the PROJECT scope established in this AGREEMENT, making allowance for manholes indicated but which are buried, inaccessible or do not exist. Designate a backup area (mini-system) in which CONSULTANT may work if the number of accessible manholes in the initial work area is less than the total established in the PROJECT scope.
- B. Assist the CONSULTANT by placing at their disposal all available information pertinent to the requirements described above.
- C. Designate a project manger to coordinate CONSULTANT'S work and to assist as COUNTY'S representative with respect to the work to be performed under this AGREEMENT.
- D. Provide access to and make all provisions for the CONSULTANT to enter upon public and private lands as required for the CONSULTANT to perform its work under this AGREEMENT.
- E. Pay for appearances before courts or boards regarding litigation related to the AGREEMENT and/or preparatory work required in connection with such matters. Appearance before courts or boards regarding litigation related to errors or omissions of the CONSULTANT which result in legal proceeding against the COUNTY shall not be charged to the COUNTY and shall not be items eligible for payment by the COUNTY.
- F. Examine studies, reports, sketches, opinions of probable cost of construction, 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.

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

H. Assume all costs of public hearing, if required.

SECTION 3 - CONFERENCES AND VISITS TO SITE

Conferences will be held at the request of either the COUNTY or the CONSULTANT to discuss matters pertinent to any phase of the AGREEMENT, subject to the CONSULTANT hourly rates defined herein.

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

ARTICLE II - TIME OF BEGINNING AND COMPLETION

A. The CONSULTANT agrees to start work on the Engineering Services outlined under Article I of this AGREEMENT within fourteen (14) days after receipt of written notice from the COUNTY to proceed. The COUNTY will not notify the CONSULTANT to commence work until this AGREEMENT has been formally approved by both parties.

B. The CONSULTANT agrees to provide its Summary Report and all GPS data within five-hundred -sixty (560) days after receipt of written notice from the COUNTY to proceed.

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

D. At or near the completion of this agreement, the COUNTY and the Consultant may decide at the COUNTY'S option to extend the scope of work and time of the agreement. This extension will have the same terms as the initial agreement and may be extended for a maximum of three additional years. The Decision to extend the agreement will reoccur at or near the completion and close of each current agreement.

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 described herein, subject to and in conformity with all provisions of this AGREEMENT, the COUNTY will pay the CONSULTANT as follows: Engineering Services in an amount not to exceed a COST CEILING of Three Hundred and Sixty-Five Thousand-Five Hundred Dollars (\$365,500.00).

The COST CEILING for this AGREEMENT shall not be exceeded except by a formal amendment to this AGREEMENT. Payment shall be made not more often than once monthly, in such amounts as evidenced by the submittal of vouchers and invoices by the CONSULTANT to the Environmental Services Department of the COUNTY, and other evidence of performance as the COUNTY may deem necessary. The COUNTY shall make payment to the CONSULTANT within ten (10) days of receipt of the payment request by the Finance Department.

SECTION 2

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

ARTICLE IV - MISCELLANEOUS PROVISIONS

SECTION 1 - CHANGES OF WORK

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

During the term of this AGREEMENT, any service specified may be added and/or increased at the discretion of the COUNTY. If such addition or increase becomes desirable, the CONSULTANT will be given advance notice and an equitable increase in the CONSULTANT'S fees or cost ceiling will be made on a proportionate basis.

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

prior to work being undertaken by the CONSULTANT.

SECTION 2 - OWNERSHIP OF ENGINEERING DOCUMENTS

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

SECTION 3 - CONSULTANT'S ENDORSEMENT

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

SECTION 4 - DELAYS AND EXTENSIONS

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

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

SECTION 5 - TERMINATION OR ABANDONMENT

A. The COUNTY 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.

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

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

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

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

SECTION 6 - CONTROVERSY

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

SECTION 7 - RESPONSIBILITY FOR CLAIMS AND LIABILITY

A. 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 engineering services under this AGREEMENT. CONSULTANT specifically agrees that its subcontractors, agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

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

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

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

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

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

SECTION 8 - GENERAL COMPLIANCE WITH LAWS

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

SECTION 9 - SUBLETTING, ASSIGNMENT OF TRANSFER

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

SECTION 10 - EMPLOYMENT OF COUNTY WORKERS

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

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

C. No COUNTY official, or employee of the COUNTY, 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 therefrom, except the use of the facility being designed as enjoyed by the general public.

SECTION 11 - CONTROL

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

SECTION 12 - CONDITIONS AFFECTING WORK

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

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

1. Non-Discrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the AGREEMENT, 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.

2. 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.

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

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

Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies and/or b.

Cancellation, termination or suspension of the AGREEMENT, in whole or in part.

SECTION 13 – GOVERNING LAW/DISPUTE RESOLUTION

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

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

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

ARTICLE VI

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

Atkins North America, Inc
L. Dean Fox, CEO and President

RECOMMENDED:

David Denard, Director of Environmental Services

ATTEST:

JEFFERSON COUNTY COMMISSION

Minute Clerk

W. D. Carrington, President

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

May-15-2012-282

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an amendment to the agreement between Jefferson County, Alabama and Schneider Electric to upgrade the CitectSCADA software used to monitor and control the wastewater treatment process at the Prudes Creek WWTP from silver to gold support level in the amount of \$14,316.

CONTRACT NO: 3738

Contract Amendment II

This amendment to the Contract entered into the 2nd day of April between Jefferson County, Alabama, hereinafter referred to as "the County, and Schneider Electric to provide CitectSCADA support upgrade from Silver to Gold Support level for Prudes Creek WWTP for the remaining term of the contract.

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:

Original contract between the parties referenced above, which was approved by John S. Young, Jr. LLC on January 26, 2011; AND

Amendment I approved by Commission on March 27, 2012; MB 163; Page(s) 65-66, is hereby amended as follows:

Item 5. Amend Compensation: \$ 14,316.00

This agreement is between Jefferson County Commission and not John S. Young, Jr. LLC, Receiver. The original contract is amended to replace the term "Owner" in this agreement with the term "Jefferson County, Alabama" wherever it appears throughout the contract.

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

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President of Jefferson County Commission

CONTRACTOR

Vanessa Collins, Sales Specialist, Support & Training Services

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

May-15-2012-283

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the Shades Valley Complex Chiller Replacement at Barton Laboratory, Survey Facility And Inspections Facility project, such certified bids having been open on Thursday, March 15, 2012 and listed as follows:

	Contractor	Amount Bid
1.	H&M Mechanical, Inc.	\$ 337,000.00
2.	Adkins & Kimbrough Mechanical, LLC	\$ 363,000.00
3.	Hardy Corporation	\$ 386,213.00
4.	P&M Mechanical, Inc.	\$ 402,704.00

WHEREAS, after tabulation and certification by the by the consulting engineer, Whitaker & Rawson, Inc., and review by the Environmental Services staff, it has been recommended that the contract be awarded to H&M Mechanical, Inc. in the amount of \$337,000.00

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President, W.D. Carrington, be and he hereby is authorized, empowered and directed to execute the contract on behalf of Jefferson County, Alabama.

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

May-15-2012-284

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Manager shall be authorized to review and approved for payment the County credit card monthly statement. The County credit card statement shall be included for review and considered on the agenda for approval by the full Commission.

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

May-15-2012-285

BE IT RESOLVED by the Jefferson County Commission that the Finance Director is hereby authorized and directed to transfer among the various operating and capital funds the following amounts for Fiscal Year 2011 as required to provide for cash needs:

From the General Fund (Fund 01):

\$ 3,588,667 to the Cooper Green Mercy Hospital Fund

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

Motion was made by Commissioner Knight seconded by Commissioner Stephens to amend the above resolution by changing the

amount to \$800,000. Voting “Aye” Knight and Stephens. Voting “Nay” Bowman, Brown and Carrington.

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

JEFFERSON COUNTY COMMISSION

Finance Department

Unusual Demands

5/08/2012

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	Doc No
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCHASE OF STAMPS FOR REVENUE MAIL OUT	GEN SVCS: ADMIN	92.16	1900059033
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCHASE OF BUTTERFLY VALVES	GEN SVCS: ADMIN	39.68	1900058830
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCHASE OF TREATED LUMBER	GEN SVCS: ADMIN	126.45	1900058836
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCHASE OF KEYS AND DUCT WORK	GEN SVCS: ADMIN	75.12	1900059028
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCHASE OF RIBBONS FOR PARKING DECK TICKET PRINTE	GEN SVCS: ADMIN	143.00	1900058812
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCHASE OF OVERLOAD HEATERS	GEN SVCS: ADMIN	42.78	1900059024
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PANIC BAR FINE THREAD SCREWS AND DISTILLED WATER	GEN SVCS: ADMIN	55.50	1900058832
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCHASE OF A DUCT FAN AND ADAPTERS FOR BHAM JAIL	GEN SVCS: ADMIN	132.96	1900059176
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PHONE CASES	CORONER/MED EXAMINER	199.96	1900059220
DISTRICT 1	1000193	JEFFERSON CO TREASURER	ASPHALT REPAIR - 2 BAGS	GEN SVCS: ADMIN	27.96	1900059121
DISTRICT 1	1000193	JEFFERSON CO TREASURER	CONCRETE FOR BESS; CONCRETE & BRASS RODS BURIALS	GEN SVCS: ADMIN	150.99	1900059128
DISTRICT 1	1000193	JEFFERSON CO TREASURER	DRILL BITS, KEYS AND CYLINDERS	GEN SVCS: ADMIN	231.50	1900059114
DISTRICT 1	1003585	QUEEN BROWN	ELECTION CLEANUP	GEN SVCS: ELECTIONS	40.00	1900059027
DISTRICT 1	1005369	PATTY TUMBUSH	ELECTION CLEANUP	GEN SVCS: ELECTIONS	40.00	1900059025
*DISTRICT 1					1,398.06	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	TAR TRUCK MATERIALS, KEYS DUPLICATED, & DRILL BITS	FLEET MGMT: ADMIN	139.72	1900059023
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PURCHASE OF A THERMOSTAT AND FUSES FOR SIGNAL SHOP	R&T: HWAY MAINT-KETONA	53.78	1900058988
DISTRICT 2	1000193	JEFFERSON CO TREASURER	OTTERBOX FOR HTC EVO - KELLIE JOHNSON	R&T: ADMIN	32.98	1900058826
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CDL FEES, STAMPS, UNIFORM SHIRTS	FLEET MGMT: ADMIN	160.36	1900058833
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CDL RENEWAL & CDL LICENSE FINGERPRINT FEE	R&T: HWAY MAINT-KETONA	106.75	1900059190
*DISTRICT 2					493.59	
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REVENUE-REIMB. MILEAGE- D. CHEATWOOD-4/6/2012	REVENUE	8.10	1900058834
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REVENUE-REIMB. POSTAGE-BIRMINGHAM(TITLE APP) 88.02	REVENUE	88.02	1900058835
DISTRICT 3	1001699	LISA MEUSE	ADDITIONAL EXPENSES DUE TO CHANGES IN TRAINING	BD OF EQUAL - BHAM ST	253.46	1900059188
DISTRICT 3	1003211	THE BANK OF NEW YORK	ADMIN FEE 2003A (APRIL 1-MARCH 31, 2012	FINANCE ADMIN	2,200.00	1900059112
DISTRICT 3	1004654	MARK D WILSON	NEW ACA - 100% MAPPING AND APPRAISAL FUNDS	BD OF EQUAL - BHAM ST	40.00	1900058707
DISTRICT 3	1004664	ROBERT GRAHAM KEY	RETURN TRAVEL CHANGES	BD OF EQUAL - BHAM ST	199.79	1900059189
*DISTRICT 3					2,789.37	
DISTRICT 4	1000193	JEFFERSON CO TREASURER	SIGNATURE STAMP FOR BZA CHAIRMAN FINAL DECISION LE	LAND DEVELOPMENT	16.00	1900058949
DISTRICT 4	1000193	JEFFERSON CO TREASURER	2012 SPRING SEMINAR AAFM-JEFF GUNTER	LAND DEVELOPMENT	25.00	1900059259
DISTRICT 4	1000600	FAMILY COURT OF BHAM	UNREIMBURSED FEES FOR 12/31/11-3/31/12	FC CLERKS OFFICE	416.64	1900059115
DISTRICT 4	1029542	JEFF CNTY 911 EMERGENCY	SET UP 911 BUDGET SEPARATE FROM COUNTY ACCOUNT	GEN SVCS: COMM E91	5,000,000.00	1900060379
*DISTRICT 4					5,000,457.64	
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CLOVER CRAWL NON PROFIT EXHIBITOR FEE	ES: BARTON LAB	25.00	1900058596
DISTRICT 5	1000193	JEFFERSON CO TREASURER	USED PERSONAL VEHICLE TO PERFORM PLANT INSPECTIONS	ES: CAHABA RIVER WWTP	81.81	1900059030
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BELTS FOR T-4 PUMP AND CHAIN SAW OIL.	ES: CAHABA RIVER WWTP	23.74	1900058817
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BOUGHT COOLANT FOR ELECTRICIANS TRUCK	ES: CAHABA RIVER WWTP	26.92	1900058824
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CDL'S,BATTERIES,HOSE CLAMP,GASKET,SCREEN,HEP SHOT	ES: SHADES LINE MAINT	234.74	1900058787
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CDL, PHONE CASE, CAM LOCK CAP	ES: TV INSPEC & GROUTING	94.61	1900058799
DISTRICT 5	1000193	JEFFERSON CO TREASURER	3" HINGED HASP,#50 QUIKRETE,WIRE LUGS,PENETRATING	ES: PKAGE WWTP & PUMP	229.17	1900059035
DISTRICT 5	1000193	JEFFERSON CO TREASURER	USED PERSONAL VEHICLE TO PERFORM PLANT INSPECTIONS	ES: CAHABA RIVER WWTP	81.81	1900059029
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CLEANING SUPPLIES FOR UV SYSTEM	ES: CAHABA RIVER WWTP	16.32	1900059032
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SILICONE TO FIX LEAK AROUND WINDOW	ES: CAHABA RIVER WWTP	5.95	1900058816
DISTRICT 5	1000193	JEFFERSON CO TREASURER	ALCOHOL;COOLER;CONNECTOR;GLUE;PANELS;MED SUPPLIES;	ES: FIVE MILE CREEK WWTP	300.84	1900058818
DISTRICT 5	1000193	JEFFERSON CO TREASURER	FUSES-LAMPS;	ES: VILLAGE ELEC SHOP	489.78	1900058902
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PLUMBING, POSTAGE FOOD DRINKS EXAM FEE BATTERY	ES: VALLEY CREEK WWTP	1,104.64	1900059040
DISTRICT 5	1000193	JEFFERSON CO TREASURER	OIL FOR BOBCAT	ES: LEEDS WWTP	14.08	1900058837
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PLASTIC BOTTLES, FIRST AID SUPPLIES, AND SKIMMER	ES: VILLAGE CREEK WWTP	423.56	1900058918
DISTRICT 5	1000193	JEFFERSON CO TREASURER	USED PERSONAL VEHICLE TO PERFORM PLANT INSPECTIONS	ES: CAHABA RIVER WWTP	81.81	1900059031
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SEAL TIGHT,PVC TERMINAL ADAPT,ALUM COUPLING,UNISTR	ES: PACKAGE WWTP & PUMP	266.74	1900059218
DISTRICT 5	1000193	JEFFERSON CO TREASURER	MONEY ORDER TO PAY FOR ERNEST'S GRADE IV TEST	ES: CAHABA RIVER WWTP	180.99	1900059223
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SOAP FOR WASHING DISHES	ES: LEEDS WWTP	4.85	1900059198
DISTRICT 5	1001532	PUBLIC AFFAIRS RESEARCH	PARCA ANNUAL MEETING	COMMISSIONER, DISTRICT 5	55.00	1900059226
DISTRICT 5	1018898	JOHN CONLEY	ASSESSORREIM_JOHNCONLEY_POLICECAPTASSMENT2012	PER BD: TESTING	275.78	1900058842
DISTRICT 5	1019553	LORI BENDER	ASSESSORREIM_LORIBENDER_POLICECAPTASSMENT2012	PER BD: TESTING	536.48	1900058839
DISTRICT 5	1024345	ANDREW LULL	ASSESSORREIM_ANDREWLUULL_POLICECAPTASSMENT2012	PER BD: TESTING	175.00	1900058889
DISTRICT 5	1024615	BOBBY CUMMINGS	ASSESSORREIM_BOBBYCUMMINGS_POLICECAPTASSMENT2012	PER BD: TESTING	175.00	1900058853
DISTRICT 5	1024622	ARNOLD FREEMAN	ASSESSORREIM_ARNOLDFREEMAN_POLICECAPTASSMENT2012	PER BD: TESTING	229.00	1900058857
DISTRICT 5	1024627	STEVE ISBELL	ASSESSORREIM_STEVE ISBELL_POLICECAPTASSMENT2012	PER BD: TESTING	350.18	1900058881
DISTRICT 5	1024628	DON JOHNSON	ASSESSORREIM_DONJOHNSON_POLICECAPTASSMENT2012	PER BD: TESTING	125.00	1900058882
DISTRICT 5	1024631	KARL OAKMAN	ASSESSORREIM_KARLOAKMAN_POLICECAPTASSMENT2012	PER BD: TESTING	475.33	1900058891
DISTRICT 5	1024637	RANDY SZUKALA	ASSESSORREIMRANDYSZUKALA_POLICECAPTASSMENT2012	PER BD: TESTING	215.15	1900058905
DISTRICT 5	1024706	VERONICA FERGUSON	ASSESSORREIM_VERONICAFERGUSO_POLICECAPTASSMENT2012	PER BD: TESTING	218.96	1900058855
DISTRICT 5	1024724	CAROL SLETNER	ASSESSORREIM_CAROLSLETNER_POLICECAPTASSMENT2012	PER BD: TESTING	186.34	1900058903
DISTRICT 5	1027455	LISA SNOW	ASSESSORREIM_LISASNOW_POLICECAPTASSMENT2012	PER BD: TESTING	125.00	1900058904
DISTRICT 5	1029298	LAURA N PICKENS	REFUND FOR OVERPAYMENT & FB R 4-3642502(D)	FINANCE SEWER SERVICES	285.73	1900058838
DISTRICT 5	1029379	PROCTOR DEVELOPMENT INC	REFUND FOR OVERPAYMENT & FB W0-105397(D)	FINANCE SEWER SERVICES	253.18	1900058850
DISTRICT 5	1029380	WILLIAM D WINNER	REFUND FOR OVERPAYMENT & FB W0-79810(D)	FINANCE SEWER SERVICES	544.41	1900058851
DISTRICT 5	1029381	ETA OLIVER	REFUND FOR OVERPAYMENT & FB R 1000-742(D)	FINANCE SEWER SERVICES	64.75	1900058852
DISTRICT 5	1029383	ANDY CHAUVIN	REFUND FOR OVERPAYMENT & FB W0-624(D)	FINANCE SEWER SERVICES	753.48	1900058849
DISTRICT 5	1029384	BAMBI J MORRISON	REFUND FOR OVERPAYMENT & FB W0-77275(D)	FINANCE SEWER SERVICES	7.22	1900058840
DISTRICT 5	1029385	PATRICIA MARTIN	REFUND FOR OVERPAYMENT #N 1425-3430(L4)	FINANCE SEWER SERVICES	42.01	1900058841
DISTRICT 5	1029387	MARK GOLDSTONE	REFUND FOR OVERPAYMENT & FB R 1000-705(D)	FINANCE SEWER SERVICES	26.37	1900058843
DISTRICT 5	1029388	ALMA BLAKEMORE	REFUND FOR OVERPAYMENT & FB R 1-2110002(D)	FINANCE SEWER SERVICES	40.07	1900058844
DISTRICT 5	1029389	DANN C VANN	REFUND FOR OVERPAYMENT & FB W0-10041(D)	FINANCE SEWER SERVICES	37.41	1900058845
DISTRICT 5	1029390	JOHN D SHAW	REFUND FOR OVERPAYMENT & FB W0-56925(D)	FINANCE SEWER SERVICES	106.11	1900058846
DISTRICT 5	1029392	J R DAVIS	REFUND FOR OVERPAYMENT & FB W0-551(D)	FINANCE SEWER SERVICES	43.36	1900058847
DISTRICT 5	1029393	EDDIE L BARRETT	REFUND FOR OVERPAYMENT & FB W0-106278(D)	FINANCE SEWER SERVICES	10.00	1900058848
DISTRICT 5	1029394	JAMES WHITLOCK	REFUND FOR OVERPAYMENT & FB W0-7604(D)	FINANCE SEWER SERVICES	75.19	1900058854
*DISTRICT 5					9,118.87	
**					5,014,257.53	

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

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

For Week of 04/12/12 - 04/18/12

RECOMMENDED FOR:

1. ROADS AND TRANSPORTATION FROM VULCAN INCORPORATED, FOLEY, AL, FOR PURCHASE OF SIGN POST 12', "U" CHANNEL 2# PER LINEAR. SAP PURCHASE ORDER # 2000064224 \$19,130.00 TOTAL
STATE OF ALABAMA CONTRACT # T138
2. COOPER GREEN MERCY HOSPITAL FROM SIMPLEX GRINNELL LP, PALATINE, IL, FOR FIRE ALARM SYSTEM INSPECTION, TESTING AND MAINTENANCE FOR THE PERIOD OF 10/25/11 - 10/24/12.
SAP PURCHASE ORDER # 2000064336 \$12,194.00 TOTAL REFERENCE BID # 206-1 1
3. PURCHASING DEPARTMENT FROM CCA FINANCIAL LLC, RICHMOND, VA, FOR LEASE OF XEROX 7775 COPIER FOR THE PERIOD OF 10/1/11 - 9/30/12. SAP PURCHASE ORDER # 2000064358 \$6,425.12 TOTAL
REFERENCE BID # 96-10
4. REVENUE DEPARTMENT FROM WRIGHT AND ASSOCIATES, BIRMINGHAM, AL, FOR THE PRINTING AND PURCHASING OF WINDOW ENVELOPES FOR 190,000 ENVELOPES. SAP PURCHASE ORDER # 2000063168
\$5,063.63 TOTAL REFERENCE BID # 196-10
5. JEFFERSON COUNTY PACA MEMBERS FROM START A HEART, CHATTANOOGA, TN, TO RENEW CONTRACT FOR REPETITIVE AUTOMATED EXTERNAL DEFIBRILLATOR PURCHASE FOR THE PERIOD OF 3/19/12 - 3/18/13. ORIGINAL CONTRACT APPROVED BY COMMISSION ON 3/8/11. REFERENCE BID # 75-10
6. JEFFERSON COUNTY DEPARTMENT'S FROM AMERICAN OSMENT, BIRMINGHAM, AL, TO RENEW CONTRACT FOR REPETITIVE PAPER AND PLASTIC BAGS PURCHASE FOR THE PERIOD OF 5/14/12 - 5/13/13. ORIGINAL CONTRACT APPROVED BY COMMISSION ON 9/27/11. REFERENCE BID # 72-11 APPROXIMATE HISTORICAL COST
\$130,358.26 TOTAL
7. JEFFERSON COUNTY DEPARTMENT'S FROM JANPAK, MOODY, AL, TO RENEW CONTRACT FOR REPETITIVE PAPER TOWELS, SHOP TOWELS AND TOILET PAPER PURCHASE FOR THE PERIOD OF 4/1/12 - 3/31/13. ORIGINAL CONTRACT APPROVED BY COMMISSION ON 4/ 11 / 11. REFERENCE BID #74-11 APPROXIMATE HISTORICAL COST
\$111,315.15 TOTAL
8. ROADS AND TRANSPORTATION HIGHWAY MAINTENANCE KETONA FROM TRINITY INDUSTRIES, ELIZABETHTOWN, KY, PURCHASE ORDER FOR GUARDRAIL PARTS FOR HIGHWAYS.
SAP PURCHASE ORDER # 2000064419 \$7,475.80 TOTAL
9. ROADS AND TRANSPORTATION HIGHWAY MAINTENANCE BESSEMER FROM HELENA CHEMICALS, SELMA, AL, CHANGE ORDER REQUEST TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR HERBICIDE CHEMICALS. CONTRACT APPROVED BY COMMISSION ON 12/13/11. SAP PURCHASE ORDER # 2000061468
\$45,749.65 TOTAL REFERENCE BID # 3-12R
10. VARIOUS JEFFERSON COUNTY DEPARTMENTS FROM TABB TEXTILE COMPANY, ATLANTA, GA, TO RENEW CONTRACT FOR LINEN-BATH FOR THE PERIOD OF 5/9/12 - 5/8/13. REFERENCE BID # 82-11
APPROXIMATE HISTORICAL COST \$16,398.70 TOTAL
11. ALL JEFFERSON COUNTY DEPARTMENTS FROM OFFICE DEPOT, BIRMINGHAM, AL, TO RENEW CONTRACT FOR TONER, COMPUTER IMAGING SUPPLIES FOR THE PERIOD OF 4/12/12 - 4/11/13. REFERENCE BID # 62-11
APPROXIMATE HISTORICAL COST \$75,000.00 TOTAL
12. ALL JEFFERSON COUNTY DEPARTMENTS FROM MCCAIN UNIFORMS, BIRMINGHAM, AL, TO RENEW CONTRACT FOR WORK UNIFORMS FOR THE PERIOD OF 6/22/12 - 6/21/13. REFERENCE BID # 146-11
APPROXIMATE HISTORICAL COST \$50,000.00 TOTAL
13. SHERIFF'S DEPARTMENT FROM MCCAIN UNIFORMS, BIRMINGHAM, AL, TO RENEW CONTRACT FOR LAW ENFORCEMENT WORK UNIFORMS FOR THE PERIOD OF 5/4/12 - 5/3/13. REFERENCE BID # 101-10
APPROXIMATE HISTORICAL COST \$50,000.00 TOTAL

REPORTED FOR:

1. COOPER GREEN MERCY HOSPITAL (CENTRAL SUPPLY) FROM KINETIC CONCEPTS, HOUSTON, TX, TO PAY FOR PAST DUE AND FUTURE INVOICES FOR VAC PUMP RENTAL AND SUPPLIES. SAP PURCHASE ORDER # 2000064406

\$10,607.94 TOTAL AMERINET CONTRACT # VH05000

2. COOPER GREEN MERCY HOSPITAL (SURGERY) FROM ENDOSCOPY SPECIALIST, SUNRISE, FL, TO PAY INVOICES FOR REPAIR WORK ON GASTROSCOPE AND COLONOSCOPES AS ORDERED FOR CGMH SURGERY DEPARTMENT.
SAP PURCHASE ORDER # 2000064327 \$3,830.00 TOTAL
For Week of 04/19/12 - 04/25/12

RECOMMENDED FOR:

1. OFFICE OF SENIOR CITIZEN SERVICES FROM CITY OF HUEYTOWN, HUEYTOWN, AL, FOR 0702 CONGRATE OVERHEAD FOR THE PERIOD OF 10/1/11 - 9/30/12. SAP PURCHASE ORDER # 2000064525 \$10,000.00 TOTAL
CLARITY CONTRACT # CON-00001045
2. OFFICE OF SENIOR CITIZEN SERVICES FROM TITUSVILLE DEVELOPMENT COMPANY, BIRMINGHAM, AL, FOR 0702 CONGRATE OVERHEAD FOR THE PERIOD OF 10/1/11 - 9/30/12. SAP PURCHASE ORDER # 2000064525
\$10,000.00 TOTAL CLARITY CONTRACT # CON-00003526
3. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM LEICA BIOSYSTEMS INCORPORATED, RICHMOND, IL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PAY PAST DUE INVOICES FOR HISTOLOGY SUPPLIES. SAP PURCHASE ORDER # 2000059990 \$5,902.00 TOTAL REFERENCE BID # 11-12
4. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM DIAGNOSTICA STAGO, BOSTON, MA, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PAY PAST DUE INVOICES FOR STAGO D-DIMER FOR CGMH LABORATORY. NEW CONTRACT IS CURRENTLY UNDER REVIEW BY THE COUNTY MANAGER.
SAP PURCHASE ORDER # 2000059723 \$3,200.00 -TOTAL REFERENCE BID # 101-06
5. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM LIFESOUTH, GAINESVILLE, FL, CHANGE ORDER TO ADD FUNDS TO COVER BLOOD AND BLOOD PRODUCTS RECEIVED BY COOPER GREEN MERCY HOSPITAL.
SAP PURCHASE ORDER # 2000059331 \$3,000.00 TOTAL
6. ENVIRONMENTAL SERVICES FROM FLUID ENGINEERING INCORPORATED, BIRMINGHAM, AL, FOR FYBROC 1500 SERIES FIBERGLASS PUMP (REPLACEMENT PUMP) SAP PURCHASE ORDER # 2000064606 \$5,902.00 TOTAL

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

May-15-2012-287

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Encumbrance Reports for the week of 4/12/12 - 4/18/12 and 4/19/12 - 4/25/12., be and hereby is approved as reported.

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

May-15-2012-288

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

PURCHASING DIVISION EXCEPTIONS REPORT

1. REPORTED FOR COOPER GREEN MERCY HOSPITAL FROM UNIVERSAL HOSPITAL SERVICES, MINNEAPOLIS, MN, TO PAY PAST DUE INVOICES FOR HOSPITAL EQUIPMENT RENTAL AND SUPPLIES.
SAP PURCHASE ORDER # 2000064618 \$40,666.54 TOTAL
2. REPORTED FOR COOPER GREEN MERCY HOSPITAL FROM RECOVERCARE, TAMPA, AL, TO PAY INVOICES FOR HOSPITAL EQUIPMENT RENTAL AND SUPPLIES RECEIVED ON BEHALF OF PATIENT AS DESCRIBED ON ATTACHED INVOICES (NOT GIVEN TO MINUTE CLERK). SAP PURCHASE ORDER # 2000064602 \$1,605.50 TOTAL

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

STAFF DEVELOPMENT

Individual Staff Development

Inspection Services

William H. Mullins, III \$653.50
2012 Annual Education Conference of the Code Officials Assn. of AL
Guntersville, AL – May 21-24, 2012

General Services

Steven Cockrell \$695.00
National Training Center NICET Level 1 & 2
Birmingham, AL – August 27-28, 2012

Probate Court

Alan L. King \$854.47
AL Probate Judges Summer Conference/Judicial Training
Gulf Shores, AL – August 5-8, 2012

Cynthia Vines Butler \$150.00
Probate Judges Training Conference Advanced Judicial Training
Tuscaloosa, AL – May 17-18, 2012

Roads & Transportation

E. Wayne Sullivan \$792.81
Assn. of County Engineers of AL 2012 Annual Conference
Orange Beach, AL – May 14-17, 2012

Kenneth M. Burton \$125.00
Auburn University Engineering Continuing Education - Erosion and Sediment Control Applications for Construction
Pelham, AL – April 4, 2012

Personnel Board (FOR INFORMATION ONLY)

Tiffany Owens \$125.00
Samford University 2012 Nursing Career Fair
Birmingham, AL – March 7, 2012

Tiffany Owens \$25.00
Jefferson State Community College General Job Fair
Birmingham, AL – April 17, 2012

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

BUDGET TRANSACTIONS

(1) Probate Court - Birmingham \$14,906

Shift funds from other professional services to salary to add one (1) Court Clerk position.

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

May-15-2012-289

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute a Non-Disclosure and Data License Agreement between Jefferson County and _____ authorizing the use of Geographical Information Systems digital products and services in accordance with the approved County GIS fee schedule.

(a) Kelly Landscape Architects, LLC (b) Video Industrial Services, Inc. (c) Gresham, Smith and Partners

JEFFERSON COUNTY GEOGRAPHIC INFORMATION SYSTEMS
NON-DISCLOSURE AND DATA LICENSE AGREEMENT

IN CONSIDERATION of the payment by LICENSEE of the applicable fees in accordance with the Jefferson County Geographic Information Systems fee schedule, Jefferson County hereby licenses and lets unto the following LICENSEE the use, for its own purposes and no other, of selected digital data elements as described below.

This LICENSE is subject to the following conditions and provisions:

A) The LICENSE hereby granted is for the use of the LICENSEE for its internal purposes only and may not be assigned, granted, sold, transferred, or in any other way made available to any other individual, firm, company, corporation or government or governmental agency without the specific written consent of Jefferson County.

B) The digital data elements licensed hereby are without any warranty whatsoever, express or implied, or for any particular purpose whatsoever and are accepted by LICENSEE "as is."

C) The term of this LICENSE shall be indefinite. Provided however, LICENSOR may terminate this LICENSE for breach of any of its conditions or provisions by delivery to LICENSEE of a written notice of termination. Upon such termination LICENSEE shall immediately return to LICENSOR all elements and items licensed hereby and all copies thereof. LICENSEE shall not be entitled to any refund of fees. LICENSEE shall be liable to LICENSOR for all damages resulting to or incurred by LICENSOR from the breach hereof.

GIS DIGITAL PRODUCTS AND SERVICES LICENSED HEREBY:

GIS Data and Services

Executed on the dates reflected below by the duly authorized representatives of the parties hereto.

JEFFERSON COUNTY, ALABAMA

CONTRACTEE

W. D. Carrington, President

Jefferson County Commission

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

May-15-2012-290

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Computer Products and Supplies International for support of the Board of Equalization's Aqua Data Studio software used with the new E-Ring software in the amount of \$1,565.72
CONTRACT NO.: 00003686

MAINTENANCE SUPPORT CONTRACT

THIS AGREEMENT entered into this 26th March 2012, by and between Jefferson County- Alabama, hereinafter called "the County" and COMPUTER PRODUCTS & SUPPLIES INTERNATIONAL called "the Contractor". The effective date of this agreement shall be April 24, 2012.

WHEREAS, the County desires to contract for professional service for the Jefferson County Commission, hereinafter called "the Commission"; and

WHEREAS, the Contractor desires to furnish said professional service 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 purchase the professional service hereinafter set forth.
2. SCOPE OF SERVICES: This contract results from Jefferson County Department of Information Technology request for three (3) year Maintenance for Aqua Data Studio V 10.0 with one year maintenance support. The contract describes the scope of services called for and constitutes the entire agreement between the parties. The Scope of Services is as follows:

PRODUCT DESCRIPTION	QTY	PRICE	TOTAL
AQUA DATA STUDIO V 10.0 WITH ONE YEAR SUBSCRIPTION ITEM NO. 72207	2	459.00 EACH	918.00
AQUA DATA STUDIO RENEWAL E-DOWNLOAD 2 YRS OF EXTENDED SUBSCRIPTION; ITEM NO. 79739	2	323.86 EACH	647.72
		GRAND TOTAL	1,565.72

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to the Department of Information Technology at any time after the effective date of this Contract. The Contract term expires on April 23, 2015.
4. COMPENSATION: The Contractor shall be compensated for the professional service and support a sum of \$ 1,565.72; payment terms are Net 30.
5. GOVERNING LAW/DISPUTE RESOLUTION: The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, 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. 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.
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
8. 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 make 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.
9. ASSIGNMENT: No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize the Successful Offeror to subcontract (assign) any portion of this contract, the Successful Offeror will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract. the Successful Offeror must maintain a continuous effective business relationship with the sub-contractors) including, but not limited to, regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, will result in termination If the contract and,/or legal ramifications, due to nonperformance.
10. HOLD HARMLESS AND INDEMNIFICATION: Contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County", from and against any and all loss expense or damage, including court cost and attorney's fees. for liability claimed against or imposed upon County because of bodily injury, death or property damage. real or personal, including loss of use thereof arising out of or as a consequence of the breach of any duty or obligations of the contracting party included in this agreement, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Integrator, its employees, agents, representatives. or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement, or arising out of Worker's Compensation claims, Unemployment Compensation claims. or Unemployment Disability compensation claims of employees of company and/or its subcontractors or claims under similar such laws or obligations. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees.
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.
12. 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.
13. 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.
14. 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.
15. 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.

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. 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.

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

WITNESSES:

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

Jefferson County Commission

WITNESSES:

COMPUTER PRODUCTS & SUPPLIES INT'L

Sandi Falsetti

National Accounts Manager

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

May-15-2012-291

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Apex Software to provide maintenance on the Board of Equalization's 35 licenses of sketching software for the period January 1, 2012 - January 1, 2013 in the amount of \$4,725.

Apex Sketch Software Maintenance and Support Agreement

Donald R. McAllister, Administrative Services Manager

Jefferson County Board of Equalization

716 Richard Arrington Jr. Blvd. N

Birmingham, AL 35263

February 27, 2012

The Apex Software Annual Maintenance Agreement provides for the ongoing support of the current Apex property sketch and area calculation software including the products and their ongoing support services. The Agreement is by and between Apex Software, 5039 Beckwith Blvd., Suite 109, San Antonio, TX 78249 ("APEX") and the state, county, city, township, municipality or appropriate revaluation jurisdictional client ("Customer"). The agreement covers, but is not limited to, Apex IV v3.3 Assessor Sketch, Mobile Sketch Touch Tablet Pro, v4 Medina Premium, v5 Pro and Nexus Pro editions of the sketch and area calculation software ("SOFTWARE").

During the contract period, CUSTOMER will be entitled to product Updates, which include releases that correct identified errors in the SOFTWARE (including revisions or dot releases), and product Upgrades, which are subsequent versions of SOFTWARE, and provide new or enhanced functionality. APEX will also provide Toll Free Support Services on all current SOFTWARE products and will use reasonable efforts to respond to all service inquiries within one (1) business day. Additional time may be necessary for inquiries requiring substantial research.

For each SOFTWARE for which CUSTOMER has purchased, they will be provided with all toll-free phone (where available), email and fax support services offered by APEX for installation, basic set-up, problem analysis, problem resolution, and preventative or corrective service information and efforts to reproduce and correct errors identified by CUSTOMER or determine that errors are not reproducible.

Term and Termination: Apex will provide a 3 year contract for the sketch software Maintenance based on \$135 per license per year. The contract will consist of three (3) annualized invoices that are mailed approximately 45 to 60 days in advance of each anniversary date. This contract may be terminated by the County with a thirty (30) day written notice to the other party regardless of reason. No refund of any

remaining Maintenance period will be provided and the Apex software will be deactivated at the end of the Maintenance period.

S. Jay Graber, VP Business Development

W. D. Carrington, President

Jefferson County, Alabama

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

May-15-2012-292

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an Agreement between Jefferson County, Alabama, d/b/a Cooper Green Mercy Hospital and the following companies to provide respite care, pain management and/or pain alleviation for person having terminal illness and who have chosen to not seek support or life-extending treatments. These are revenue generating agreements.

(a) Amedisys Hospice, LLC

(d) Hospice Advantage

(b) Hospice Services of Alabama

(e) New Beacon Hospice

(c) Alacare Home Health Hospice

(f) Hope Hospice

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

May-15-2012-293

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Change Order to the Agreement between Jefferson County, Alabama and Brice Building Company, LLC, for the Jefferson County Bessemer Annex Renovation, to summarize the total constructive change directives, to decrease the contract amount by \$59,136.00 and to increase the contract time by ninety-nine (99) days.

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

May-15-2012-294

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the liquor application submitted by Village Town Management Inc., applicant; Ibrahim Sabbah, President/Store Manager, d/b/a 15th Street Grocery located at 2598 15th Street, Bessemer, Alabama 35023 for a 050 - Retail Beer (off premise only) and 070 - Retail Table Wine (off-premise only) license, be and hereby is approved.

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

May-15-2012-295

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the liquor application submitted by Corner Fuel Inc., applicant; Vikash Rohella, President/Store Manager, d/b/a Corner Chevron located at 2940 Corner Road, Warrior, Alabama 35180 for a 050 - Retail Beer (off premise only) and 070 - Retail Table Wine (off-premise only) license, be and hereby is approved.

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

May-15-2012-296

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 3 West from R-1 (Single Family) to C-1 (Commercial) for a residentially-compatible office building only, no storage of cars for sale or wholesale. (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. 4. the property is to be used for an office only; 5. the office structure to be placed on the property shall maintain a residential appearance; and, 6. there shall be no storage of vehicles for retail or wholesale sales

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

May-15-2012-297

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

Cooperative Agreement with Alabama Emergency Management Agency which provides state funds in the amount of \$20,347 to be used solely for the purpose of emergency management preparedness programs and will be matched 50/50 with local funds.

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

May-15-2012-298

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

Agreement with Disaster Design Consulting to perform all necessary professional services as required by EMA to include support to Jefferson County for the design, development, conduct and evaluation for a Full Scale Operational Based HAZMAT Exercise in the amount

of \$40,000.

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

May-15-2012-299

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

May-15-2012-300

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that effective Tuesday, May 8, 2012, the functions of Storm Water Management are hereby assigned to the Office of the County Manager. All functions of Storm Water Management previously assigned to the Department of Land Development and the Department of Inspection Services shall constitute the Department of Storm Water Management. The Director of Budget Management is hereby authorized to make the necessary budget amendments to effectuate and implement this resolution.

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

May-15-2012-301

BE IT RESOLVED by the County Commission of Jefferson County, Alabama that the President of the County Commission is authorized to execute Amendment #1 to the Community Development Block Grant (CDBG) funded Volunteer Based Housing Rehabilitation Program Tornado Relief Agreement with Greater Birmingham Habitat for Humanity for low and moderate income home owners. The purpose of said Amendment #1 is to increase the budget from \$150,000.00 to \$200,000.00 and make technical adjustments to the Agreement.

JEFFERSON COUNTY OFFICE OF COMMUNITY AND ECONOMIC DEVELOPMENT

VOLUNTEER BASED HOUSING REHABILITATION PROGRAM

TORNADO RELIEF AGREEMENT

With

GREATER BIRMINGHAM HABITAT FOR HUMANITY

AMENDMENT #1

THIS FIRST AMENDMENT TO THE VOLUNTEER BASED HOUSING REHABILITATION PROGRAM TORNADO RELIEF AGREEMENT (this "Amendment") effective as of the day of , 2012, is made by and among JEFFERSON COUNTY, ALABAMA, a body politic ("County"), and GREATER BIRMINGHAM HABITAT FOR HUMANITY ("SUB-RECIPIENT" or "Habitat").

WHEREAS, County and Habitat entered into that certain Volunteer Based Housing Rehabilitation Program Tornado Relief Agreement dated July 26, 2011 and recorded in Minute Book 162 page(s) 59 of the Official Minutes and Records of said County Commission (the "Agreement"), to provide Housing Rehabilitation through the use of a local, regional, and national volunteer workforce, subcontractors, and partnership building among various faith-based and business organizations for qualified low and moderate income home owners within the Jefferson County Community Development Consortium (the "Project"); and

WHEREAS, County and Habitat wish to increase the amount of Community Development Block Grant (CDBG) Program funding and make technical adjustments to expedite the Project;

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

1. The fifth sentence of Section I. Statement of Work/Budget shall be revised to read as follows:

Primary emphasis shall be to assist those who have suffered tornado-related damage in 201 1 and 2012 and other qualified homeowners in need of housing repair.

2. Section V. Compensation shall be revised to read as follows:

Item # 1 shall be revised to read as follows:

The total compensation to be paid to the SUB-RECIPIENT shall not exceed \$200 000.

The first 5 lines of Item #2 shall be revised as follows:

The SUB-RECIPIENT payments and expenses shall be paid as follows:

The budget for this project shall include:

\$200,000 Materials expense/hard construction costs and Program Delivery expense (labor and overhead)

\$200,000 Total Agreement Amount

3. The first sentence of the second paragraph Program Delivery/Mobilization Expenses shall be revised as follows:

SUB-RECIPIENT shall be compensated from the above budget on a reimbursement basis for actual expenses incurred.

All other sections of V. Compensation shall remain the same.

4. Except as expressly amended hereby, this Agreement shall continue to be in full force and effect. i

5. This Amendment may be executed in several counterparts, each which shall be deemed an original but all of which shall constitute only one agreement. This Agreement may be exchanged via facsimile of signature pages executed by the parties hereto.

IN WITNESS WHEREOF, County and Habitat have executed this Amendment # 1 effective as of the day of 2012.

ATTEST:

JEFFERSON COUNTY, ALABAMA

By: W. D. Carrington

Its: President, Jefferson County Commission

ATTEST:

GREATER BIRMINGHAM HABITAT FOR HUMANITY
("Subrecipient")

By: CHARLES MOORE

Its: President/CEO

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

May-15-2012-302

WHEREAS, Jefferson County, Alabama (County) has applied for and received funding under the United States Department of Housing and Urban Development's Community Development Block Grant or CDBG program; and

WHEREAS, Jefferson County authorized in its year 2012 Annual Plan the use of a portion of its annual grant for Housing Rehabilitation Activities pursuant to 24 CFR 570 of the CDBG regulations; and

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

WHEREAS, Advantage Waste, LLC was selected through the competitive bid process to provide septic tank repair/replacement in support of Jefferson County's Emergency Home Repair Programs;

NOW, THEREFORE BE IT RESOLVED by the Jefferson County Commission that the Agreement between Jefferson County and Advantage Waste, LLC in the amount of \$75,000.00, to be paid for with CDBG Funds, is hereby approved and the Commission President is authorized to sign said Agreement.

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

May-15-2012-303

WHEREAS, Construction Education Foundation of Alabama desires to provide pre-apprenticeship construction trade training to Dislocated Worker participants.

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

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

May-15-2012-304

WHEREAS, Construction Education Foundation of Alabama desires to provide pre-apprenticeship construction trade training to Adult participants.

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

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

May-15-2012-305

BE IT RESOLVED by the Jefferson County Commission that the President is hereby authorized to execute the Workforce Investment Act Youth Agreement with The Dannon Project. The agreement provides work experience for up to 65 youth in a summer youth program. The agreement is in the amount of \$246,395.84 and is for the period May 14, 2012 through August 31, 2012.

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

May-15-2012-306

BE IT RESOLVED by the Jefferson County Commission that the President is hereby authorized to execute the Workforce Investment Act Youth Agreement with D.R.E.A.M. The agreement provides work experience for up to 30 youth in a summer youth program. The agreement is in the amount of \$125,000.00 and is for the period May 14, 2012 through August 31, 2012.

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

May-15-2012-307

WHEREAS, Greater Birmingham Habitat for Humanity executed that certain mortgage for the construction of the single family houses in the North Smithfield area of unincorporated Jefferson County; and

WHEREAS, new homes in the North Smithfield community have been completed and sold to qualified homebuyers through Jefferson County's Agreement with Greater Birmingham Habitat for Humanity; and

WHEREAS, said lots are identified as follows:

Lots 2, 10 and 14, according to the Survey of North Smithfield Manor Allen Street Addition, as recorded in Map Book 232, Page 49, in the Probate Office of Jefferson County, Alabama.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the Partial Satisfaction of Recorded Mortgages

for the above referenced lots be executed by the Commission President.

PARTIAL SATISFACTION OF RECORDED MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That, for a valuable consideration, in hand paid by Greater Birmingham Habitat for Humanity, Inc., the said Jefferson County, Alabama, a political subdivision of the State of Alabama, does hereby release the hereinafter particularly described property from the lien of that certain mortgage executed by Greater Birmingham Habitat for Humanity, Inc., which said mortgage was recorded in the Office of the Judge of Probate of JEFFERSON County, Alabama, Birmingham Division, in Book LR 2009 Page 800 and modified in Book LR 201005 Page 3449, and for said consideration, the receipt of which is hereby acknowledged, the undersigned does hereby release and remise all our right, tide and interest in and to the following described property situated in Jefferson County, Alabama, Birmingham Division, to-wit:

Lot 2 according to the Survey of North Smithfield Manor Allen Street Addition as recorded in Map Book 232 Page 49 in the Probate Office of Jefferson County, Alabama

BUT IT IS EXPRESSLY UNDERSTOOD AND AGREED that this release shall no wise, and to no extent whatever, affect the hen of said Mortgage as to the remainder of the property described in and secured by said Mortgage.

IN WITNESS WHEREOF, the undersigned W. D. Carrington, as President of County Commission of Jefferson County, Alabama, a political subdivision of the State of Alabama, has caused these presents to be executed this 14th day of May, 2012.

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

By: W. D. Carrington

Its: President of the County Commission

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

May-15-2012-308

WHEREAS, Greater Birmingham Habitat for Humanity, Inc. executed a certain mortgage for the acquisition/rehabilitation of a home located in Center Point; and

WHEREAS, the rehabilitation of the home has been completed and it has been sold to a qualified homebuyer through Jefferson County's Neighborhood Stabilization Program (NSP) Agreement with Greater Birmingham Habitat for Humanity; and

WHEREAS, said mortgage is identified as follows: 904 Hillcrest Road, Adamsville, AL 35005

Mortgage executed by Greater Birmingham Habitat for Humanity, Inc., recorded in LR Book 201009 Page15199, in the Probate Office of Jefferson County, Alabama.

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

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 Greater Birmingham Habitat for Humanity, Inc., recorded in LR Book 201009 Page15199, in the Probate Office of Jefferson County, Alabama, 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 14th day of May, 2012.

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

By: W. D. Carrington

Its: President of the County Commission

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

May-15-2012-309

WHEREAS, Greater Birmingham Habitat for Humanity, Inc. executed a certain mortgage for the acquisition/rehabilitation of a home located in Center Point; and

WHEREAS, the rehabilitation of the home has been completed and it has been sold to a qualified homebuyer through Jefferson County's Neighborhood Stabilization Program (NSP) Agreement with Greater Birmingham Habitat for Humanity; and

WHEREAS, said mortgage is identified as follows: 1809 Molly Lane, Birmingham, AL 35235
Mortgage executed by Greater Birmingham Habitat for Humanity, Inc., recorded in LR Book 201009 Page 15238, in the Probate Office of Jefferson County, Alabama

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

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 Greater Birmingham Habitat for Humanity, Inc., recorded in LR Book 201009 Page 15238, in the Probate Office of Jefferson County, Alabama, 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 14th day of May, 2012.

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

By: W. D. Carrington

Its: President of the County Commission

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

May-15-2012-310

WHEREAS, Greater Birmingham Habitat for Humanity, Inc. executed a certain mortgage for the acquisition/rehabilitation of a home located in Center Point; and

WHEREAS, the rehabilitation of the home has been completed and it has been sold to a qualified homebuyer through Jefferson County's Neighborhood Stabilization Program (NSP) Agreement with Greater Birmingham Habitat for Humanity; and

WHEREAS, said mortgage is identified as follows: 5124 Hidden Cove Circle, Birmingham, AL 35215
Mortgage executed by Greater Birmingham Habitat for Humanity, Inc., recorded in LR Book 201009 Page 15212, in the Probate Office of Jefferson County, Alabama

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

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 Greater Birmingham Habitat for Humanity, Inc., recorded in LR Book 201009 Page 15212, in the Probate Office of Jefferson County, Alabama, 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 14th day of May, 2012.

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

By: W. D. Carrington

Its: President of the County Commission

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

May-15-2012-311

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

Recommended by: E. Wayne Sullivan, P.E. Director/County Engineer

Department: Roads & Transportation

Date: April 18, 2012
Purpose: Payment to Steven J. Brown for Acquired Right of Way - Temporary Construction Easement contains 0.008 acres, more or less and the Drainage Basement contains 0.006 acres, more or less - Project No. STPBH 7229(602) - Tract No. 46
Site Address: 1719 Tarrant Huffman Rd Agent: Rick Turner
Price: \$500.00
Pay to the order of: Steven J. Brown
Mailing Address: 1719 Tarrant Huffman Road
Birmingham, AL 35217
Fund #4022000000, Bus. Area 5100 -Object 514100 -Fund Center - 5100000000 -Functional Area THRO - WBS C.931.R.
Check Delivery Code 84

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

Communication was read from Roads & Transportation recommended the following;

1. Birmingham Water Works to install 5,100' of 16" and 100' of 6" water main on South Shades Crest Road for a reinforcement project (P.00232).
2. AT&T Corporation to install 223' of buried cable at 224 Daniel Payee Drive in Washington Heights.
3. AT&T Corporation to install 1,022' of buried cable on Grants Mill Road close to Hwy 119.

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

May-15-2012-312

A RESOLUTION AUTHORIZING THE BESSEMER TAX ASSESSOR USE OF TWO MOTOR
POOL UNITS FOR THE PERIOD APRIL - JUNE 2012 DUE TO TEMPORARY FIELD WORK DEMANDS

WHEREAS, the Jefferson County Commission supports the need of the Bessemer Tax Assessor's office within Jefferson County; and
WHEREAS, the Bessemer Tax Assessor's office is requesting the use of two motor pool vehicles for the department.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Fleet Manager is hereby authorized to issue two motor pool units to the Bessemer Tax Assessor for the months of April through June 2012.

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

May-15-2012-313

A RESOLUTION TO TRANSFER ONE TURNED IN COUNTY
UNIT FROM GENERAL SERVICES TO FIVE MILE SEWER PLANT

WHEREAS, the County Fleet Manager wants to transfer unit A028302 from General Services to Five Mile Sewer plant in the place of A003204.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Fleet Manager is authorized to transfer A003204 from General Services to Five Mile Sewer Plant. Also, retire unit A003204 from Five Mile Sewer Plant due to age and condition.

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

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

May-15-2012-314

A RESOLUTION TO PUT INTO SERVICE A LEASED 2006 DODGE
CHARGER FOR USE BY THIS DEPUTY RESERVE AT THE JEFFERSON COUNTY SHERIFF'S
OFFICE AND INSURANCE BE PAID MONTHLY AND UPKEEP BY THE LESSOR

WHEREAS, the County Fleet Manager has received a 2016 Dodge Charger (VIN ending in 516535) that is being leased by the Jefferson County Sheriff's Office at a rate of \$1 per year from a Mr. Roland (Ron) Foster. This unit will be used by the Deputy Reserves and the insurance cost will and shall be paid by Mr. Foster on a monthly basis. If this unit is involved in an accident, the County holds no liable responsibilities. This unit is to be maintained by Jefferson County Fleet Management while being leased by the Sheriff's Office.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Fleet Manager is authorized to put this unit unto service for maintenance purposes only and that Mr. Roland (Ron) Foster will be held completely liable for any damages that may occur with this 2006 Dodge Charger, VIN ending in 516535.

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

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

May-15-2012-315

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that upon the recommendation of the Director of Roads and Transportation and the Director of Environmental Services, the President of the Commission is hereby authorized to execute the attached License Agreement between Jefferson County and the Lamar Corporation for renewal of an existing lease on the Delonah Quarry property owned by Jefferson County. This agreement permits the Lamar Corporation to maintain and use an advertising signboard on said property for an annual fee of Four Thousand and No/100 Dollars (\$4,000.00). Lamar Corporation will issue the first check when the agreement is executed.

LICENSE AGREEMENT

THIS LICENSE, entered into this ____ day of _____, 2012, by and between THE LAMAR COMPANY, L.L.C., a Louisiana corporation, hereinafter referred to as "Licensee" and; JEFFERSON COUNTY, ALABAMA, hereinafter referred to as "Licensor".

W I T N E S S E T H:

- (1) Licensor, in consideration of the payment of a fee as hereinafter set forth, and in further consideration of the covenants of Licensor, as hereinafter expressed to be kept and performed, hereby grants unto Licensee the right to install, maintain, and use a maximum of one (1) double-sided standard face-sized (or equivalent) advertising signboard ("Signboard") upon the parcel of land of the Licensor located in the Northeast ¼ of Southwest ¼ of Section 8, Township 19 South, Range 4 West, Jefferson County, Alabama, in the location shown on map labeled Exhibit "A" attached hereto and made a part hereof. (Said parcels of land hereinafter collectively referred to sometimes as the "Premises".)
- (2) This license shall become effective on June 1, 2011 and shall expire on May 31, 2014. Said period is hereinafter referred to as the "License Term".
- (3) Licensee shall pay to Licensor an annual cash fee hereunder, the sum of Four Thousand Dollars (\$4,000.00), due on or before the 1st day of July, of each year of the license term, as to which fee Licensee hereby waives all right to claim exemption under the constitution and laws of the State of Alabama or any other state.
- (4) Licensee shall maintain said Premises in a condition at all times satisfactory to Licensor and shall not interfere in any way with the operations of Licensor, its lessees, licensees, or contractors.
- (5) Licensee shall not display on any Signboards any material which, in the sole discretion of the Licensor, is judged to be offensive or obscene or otherwise objectionable. Should any such objectionable material be displayed in violation of the provisions hereof, and should Licensee fail for one (1) day after written notice is delivered to the Licensee to cover or otherwise remove from public view the objectionable material, then Licensor shall have the right to terminate this License by giving the Licensee one (1) day's notice in writing of the intention so to do, and at the expiration of said one (1) day after receipt of such written notice, this License shall terminate. Upon such termination under this Paragraph (5), Licensor shall have the right, but not the obligation, to remove said objectionable material at the sole expense and

liability of Licensee.

(6) Licensors shall not be held liable for any claims for damage which may arise on account of the exercise by the Licensee of the rights herein granted; and Licensee shall defend, indemnify and hold Licensors harmless from all loss, claim, damage and expense of every nature, including attorney's fees and other legal costs, to which Licensors may be subject on account of the exercise by Licensee, of any of its rights hereunder or on account of any act, errors or omission by Licensee, its servants, agents, employees or contractors, including any failure to comply with the provisions of Paragraph (8) below.

(7) This License is subject to all existing easements whether recorded or unrecorded, or over, upon or across said Premises for roads, railroads, telephone lines (or cables), telegraph lines, electric power transmission lines, and pipe lines of every nature.

(8) This License and Licensee's rights hereunder are subject to all applicable zoning and subdivision regulations and federal, state and local highway department regulations regarding advertising signboards, and the burden of compliance therewith shall be solely upon Licensee. Licensee shall have the right to make application for and receive zoning adjustments, if necessary, to permit Licensee's use of the Premises, but Licensee shall not have the right to apply for, consent to or secure the rezoning of the Premises from its present classification without the prior specific written consent of Licensors. Licensee shall comply with all laws, ordinances and regulations applicable to the Licensee's use of the Premises and shall, at its expense, procure all necessary licenses and permits required by local, state, or federal governments or agencies.

(9) Licensee shall not suffer or permit any mechanics' or materialmen's liens to be filed against the Premises or other property of the Licensors by reason of any work, labor, services, materials or equipment supplied or claimed to have been supplied to the Licensee or any contractor or subcontractor of the Licensee. If any mechanics' or materialmen's lien is filed against the Premises or other property of the Licensors, then the Licensee shall promptly, after notice of filing, either (i) cause the same to be discharged of record by deposit in court or by the issuance of a bond; or (ii) furnish the Licensors with indemnification or other security against loss or damage arising from the lien in form and substance satisfactory to the Licensors. If the Licensee learns of any claim or action pertaining to mechanics' or materialmen's liens with respect to the Premises or other property of the Licensors the Licensee shall give prompt notice of the same to the Licensors.

(10) Either party hereto shall have the right to terminate this License at any time by giving unto the other party notice in writing of the intention so to do; and at the expiration of thirty (30) days after receipt of such written notice, this License shall terminate, and Licensee shall thereupon peaceably surrender to Licensors possession of the Premises. In the event of cancellation of this License by the Licensors, any unearned portion of the annual fee will be promptly refunded to Licensee. Should Licensee request cancellation of this License, any unearned portion of the annual fee will be refunded to the Licensee.

(11) At the expiration of this License or the earlier termination thereof as herein provided and upon compliance with all the covenants and conditions in this License, Licensee shall have ten (10) days in which to remove the Signboards placed by it on the Premises, and the surface of said land after such removal shall be left by Licensee, at its expense, in substantially the same condition as it was at the time of the making of the original Lease. If the Licensee fails to restore lands and remove said Signboards within this ten (10) day period, Licensors may remove said Signboards and restore the surface of the Premises at the sole expense and liability of Licensee.

(12) Licensee shall have no right to cut or remove any timber except such as may be necessary in its use of the Premises, and Licensee shall pay to Licensors the fair market value of any timber damaged, destroyed, cut or removed hereunder.

(13) Licensee shall have such rights of ingress and egress over land of Licensors adjoining the Premises as may be reasonable necessary for the use by Licensee of the Premises. Licensors reserves the right, however, to designate from time to time the route for such ingress and egress, provided any route so designated shall provide reasonable convenient access to the Premises.

(14) For said consideration, Licensors further grants to Licensee the right or license to install, maintain, or use utilities in locations approved by the Licensors to serve the Premises, and the right to permit such installation by appropriate utility company provided that any such permit shall be subject to Licensors' rights as set out herein, and shall terminate not later than the expiration or termination of this License, and shall be subject to cancellation any time upon not less than thirty (30) days' notice to the utility company or supplier by either Licensors or Licensee when electrical service is no longer desired. Licensors reserves the right to permit installation of utilities and across the Premises to serve others, together with such rights of ingress and egress for itself and others as may be reasonably necessary in the installation and maintenance thereof, provided that such installation and maintenance thereof shall not unreasonably interfere with Licensee's use of the Premises.

(15) This License shall inure to and be binding upon the respective successors and assigns of the parties hereto as well as the parties themselves, but Licensee shall not assign or transfer the rights herein granted without the written consent of the Licensors.

(16) The parties agree that this License Agreement is made and entered into in Jefferson County, Alabama and that all services, materials and equipment to be rendered pursuant to said License Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this License 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 License Agreement shall be the Circuit Court of Jefferson County, Alabama, Bessemer Division.

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

WITNESS:

JEFFERSON COUNTY, ALABAMA

W.D. Carrington
President, Jefferson County Commission
THE LAMAR COMPANY, L.L.C.

WITNESS:

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

May-15-2012-316

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Interdepartmental Agreement between Jefferson County, Alabama, d/b/a the Jefferson County Roads and Transportation Department and the Jefferson County Emergency Management Agency for outdoor early warning siren maintenance services in the amount of \$50,000 - revenue.

JEFFERSON COUNTY INTERDEPARTMENTAL AGREEMENT
BETWEEN
THE DEPARTMENT OF ROADS & TRANSPORTATION
AND
THE EMERGENCY MANAGEMENT AGENCY
FOR OUTDOOR EARLY WARNING SIREN MAINTENANCE SERVICES

WHEREAS, the Jefferson County Emergency Management Agency, hereinafter referred to as "EMA", and Jefferson County, Alabama d/b/a the Jefferson County Department of Roads & Transportation, hereinafter referred to as "R&T", are desirous of entering into this Agreement for the maintenance of existing Outdoor Early Warning Sirens located within the EMA's Outdoor Early Warning Siren System.

WHEREAS, the EMA desires to secure R&T services for the maintenance of Outdoor Early Warning Sirens located within its warning coverage area and

WHEREAS, the R&T is willing to enter into an agreement with the EMA for the maintenance of said sirens consisting of siren heads, supporting poles and structures, remote terminal units, cabinets, control equipment, and all appurtenant siren operation components; and

WHEREAS, Schedule "A" attached herein (on file in the Minute Clerk's office) and made a part hereof, describes the locations of the sirens to be maintained by the R&T.

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

- (1) The Outdoor Early Warning Sirens listed on Schedule "A" or otherwise accepted by written agreement will be serviced by the R&T upon request from the EMA or when otherwise notified of malfunctions. The total cost expended for the remainder of fiscal year 2012 is \$50,000.00. This figure is 85% of the labor cost of two R&T employees assigned to maintain the Outdoor Early Warning Sirens listed on Schedule "A". EMA shall be responsible for the procurement and cost of siren equipment and materials. This contract shall terminate on September 30, 2012.
- (2) The EMA shall provide written notification to the R&T of all siren communication or operational failures or problems. The R&T will in turn trouble shoot and repair or replace any defective materials or equipment as necessary to maintain siren operation. If replacement equipment and/or materials are not in stock, R&T will provide EMA with written notification of equipment and material needs.
- (3) Without a specific request or malfunction, the R&T is authorized, without obligation, to perform routine preventive maintenance, including, but not limited to, inspection and replacement of defective, faulty or deteriorated equipment, wiring, and materials; system operations testing and analysis; pest eradication; vegetation removal; checking and maintaining siren head operation; adjustment and replacement of communication devices; and remote terminal unit testing. The cost to the R&T for these services performed at siren locations shown on Schedule "A" shall be paid by this contractual agreement.
- (4) The EMA agrees to provide electrical power to the sirens on a continuing basis as required for operation.
- (5) It is agreed by both parties that locations may be added to or deleted from this Agreement after written notification. All additional sirens requested for acceptance shall be inspected by the R&T. If accepted, all deficiencies shall be corrected by the R&T at the expense of the EMA as specified in this Agreement.
- (6) It is agreed by both parties that there will be a joint inspection of each Outdoor Early Warning Siren. All operational deficiencies will be documented by the R&T as a result of this inspection. The R&T shall correct all deficiencies as specified in this agreement.
- (7) This Agreement supersedes any other contract or implied contract between the parties for Outdoor Early Warning Siren maintenance services.

(8) This Agreement may be terminated by either party with a thirty (30) day written notice to the other party. The R&T shall remain liable for payment for any services or supplies furnished hereunder incurred before actual receipt by the R&T of such written notice of termination. Service of such written notice shall be made on any one of the following:

To EMA: Director of Emergency Management Agency

To R&T: County Engineer/Director of Roads & Transportation

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this _____ day of _____, 2012.

Allen Kniphfer, Director
Emergency Management
W. D. Carrington, President
Jefferson County Commission

E. Wayne Sullivan, Director
Dept. of Roads & Transportation

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

May-15-2012-317

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that upon the recommendation of the Director of the Department of Roads and Transportation that the President is hereby authorized to execute the attached Certificate of Title for a vehicle (No. 45289908) for a 1996, Model RC 1658 Riverch Mobile Home acquired by Jefferson County on the Morgan Road Improvements Project. As per Federal Regulations, all structures purchased on this project must be placed out to the public "for sale" before demolition. A bid was placed in the amount of \$2,550 for this mobile home and \$100 for a metal storage building by Mr. Jimmy Horsley which included a \$500.00 down payment that was accepted. Upon approval of the Certificate of Title, Jefferson County can move to close on the sale of referenced Mobile Home - Tract No. 29.002 and the metal storage building - Tract No. 29.002A of Morgan Road.

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

May-15-2012-318

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

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

Right-of-Way Acquisition Agreement for Project STPBH-7020 (), Project Reference Number 100007557 for improvements on Patton Chapel Road from Crayrich Drive to Chapel Lane in Jefferson County; which Agreement is before this Commission.

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

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

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

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

ATTESTED:
County Clerk

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

AGREEMENT FOR RIGHT-OF-WAY ACQUISITION
BETWEEN THE STATE OF ALABAMA
AND
JEFFERSON COUNTY

Hoover TOPICS (Phase 3) Improvements on Patton Chapel Road from Crayrich Drive to Chapel Lane in Jefferson County

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

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

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

WHEREAS, the STATE and COUNTY desire to cooperate in a right-of-way acquisition program (Phase 3) for improvements on Patton Chapel Road from Crayrich Drive to Chapel Lane in Jefferson County.

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

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

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

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

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

	Estimated	Estimated	Estimated
	Total	Federal	COUNTY
	Estimated	Funds	Funds
Right-of-Way Acquisition	\$189,280	\$151,424	\$37,856
TOTAL	\$189,280	\$151,424	\$37,856

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

- (5) Any cost for work not eligible for Federal reimbursement will be financed 100 percent by the COUNTY, which payment will be reflected in the final audit.
- (6) The COUNTY agrees that in the event the FHWA determines, due to rules and/or regulations of FHWA (including but not limited to delay of the Projects, or delay of Projects contemplated to be developed and accomplished in sequence to the current Projects) that Federal funds expended on this Project must be refunded to the FHWA, the COUNTY will reimburse and pay to the STATE a sum of money equal to the total amount of STATE and Federal funds expended under this Agreement.
- (7) The COUNTY will invoice the STATE for the Federal share of right-of-way acquisition costs not more frequently than monthly. Requests for reimbursements will be made on forms provided by the STATE and submitted through the Third Division Engineer for payment.
- (8) Invoices for any phase of work performed by the COUNTY under the terms of this Agreement will be submitted within twelve (12) months after completion and acceptance by the STATE of the work. Any invoices submitted after this twelve-month period will not be eligible for payment.
- (9) The performance of the work covered by this Agreement will be in accordance with the current regulations and requirements of the STATE and FHWA.
- (10) The STATE will assist the COUNTY, if necessary, in any public involvement actions that may be required.
- (11) The STATE will provide without cost to the COUNTY, information available from its records that will facilitate the performance of the work.
- (12) It is clearly understood by the parties that the STATE does not commit any STATE or Federal funds beyond those mentioned herein

and that a separate Agreement will be required for the construction of the proposed improvement.

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

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

(15) The COUNTY will be responsible at all times for all of the work performed under this Agreement and, the COUNTY will protect, defend, indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, and employees, in both their official and individual capacities, and their agents and/or assigns, from and against any and all action, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of or connected with the work performed under this Agreement. By entering into this Agreement, the COUNTY is not an agent of the STATE, its officers, employees, agents or assigns. The COUNTY is an independent entity from the STATE and nothing in this Agreement creates an agency relationship between the parties.

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

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

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

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

ATTEST:

JEFFERSON COUNTY, ALABAMA

County Clerk

President, County Commission of Jefferson County (Signature)

APPROVED AS TO FORM:

Chief Counsel, Jim Ippolito, Jr.

RECOMMENDED FOR APPROVAL:

Division Engineer, Brian C. Davis

Multimodal Transportation Engineer

Robert J. Jilla

Chief Engineer, D. W. Vaughn

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

Transportation Director, John R. Cooper

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

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

May-15-2012-319

WHEREAS, the County of Jefferson Alabama (hereinafter at times referred to as County) is desirous of having certain improvements made on State Route - 7 (US-11) within the Limits of Jefferson County, in accordance with plans prepared by the Alabama Department of Transportation and designated as Project Number: STPAA-HSIP-0007(532) Planing, Widening, Resurfacing and Loop Detectors along SR-7 (US-11) from Chalkville Road to the Jefferson/St. Clair County Line.

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

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

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

proceed with the grading, draining, paving, and otherwise improving and construction of said project in accordance with said plans.

The County by and through its Commission hereby grants to the Alabama Department of Transportation the full use of and access to the dedicated widths of any existing streets for the construction of said project and hereby agrees to permit and allow the Alabama Department of Transportation to close and barricade the said project and intersecting streets for as long as necessary while the said project is being graded, drained, paved, and otherwise improved, and hereby agrees that the use of any street or highway for parking within an interchange area will not at any time be permitted.

The County hereby further agrees to adopt or pass such legally effective ordinances and/or laws as will permanently barricade and/or relocate certain intersecting streets as required by the State and to permanently deny or limit access at certain locations as required by the State along said improvements, all of which are more specifically stated as follows:

N/A

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

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

Please refer to: Project Traffic Control Notes (Sheets 20 -- 2V)

Please refer to : Traffic Control Plan (Sheets 6 -15)

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

BE IT FURTHER RESOLVED by this County Commission:

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

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

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

ATTEST

W. D. Carrington

County Clerk

Commission President

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

May-15-2012-320

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that upon the recommendation of the Director of Roads and Transportation and the Director of Environmental Services, the President of the Commission is hereby authorized to execute the attached

Quit Claim Deed for Sanitary Sewer Right of Way Portion of Lot 4 according to Resurvey of Perimeter Industrial Park from Jefferson County to Conway Freight, Inc. The developer deeded sewer easement to Jefferson County in a location that is not needed. Sewer lines were never constructed in this easement.

QUITCLAIM DEED FOR SANITARY SEWER RIGHTS OF WAY

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid to JEFFERSON COUNTY, ALABAMA (the "Grantor"), in hand paid by CON-WAY FREIGHT INC., a Delaware corporation formerly known as Con-Way Transportation Services, Inc. (the "Grantee"), the receipt of which is acknowledged, the Grantor does hereby remise, release, quitclaim and convey unto Grantee all of its right, title and interest in and to the Property (as defined below) and hereby terminates its easements and rights with respect to the Property.

"Property" shall mean and refer to those portions of real estate located on Lot 4, according to a Resurvey of Perimeter Industrial Park recorded in the Bessemer Division of the Judge of Probate of Jefferson County, Alabama in Map Book 27, Page 31 that were granted to Grantor pursuant to the following instruments:

Right of Way Deed for Sewer Easement recorded in Book LR200860, Page 27521 in the Office of the Judge of Probate of Jefferson County, Alabama, as corrected by that certain Deed of Correction Right of Way Deed for Sewer Easement recorded in LR200809, Page 15315 in the Office of the Judge of Probate of Jefferson County, Alabama.

and

Right of Way Deed for Sewer Easement recorded in Book LR200860, Page 27519 in the Office of the Judge of Probate of Jefferson County, Alabama.

TO HAVE AND TO HOLD the Property unto the Grantee, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever.

IN WITNESS WHEREOF, the Grantor has hereto set its signature and seal on the date of the acknowledgment of the Grantor's signature below.

JEFFERSON COUNTY, ALABAMA

Attest: Minute Clerk

W.D. Carrington, President

Jefferson County Commission

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

May-15-2012-321

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that upon the recommendation of the Director of Roads and Transportation and the Director of Environmental Services, the President of the Commission is hereby authorized to execute the attached Quit Claim Deed for Sanitary Sewer Right of Way Portion of Lots 1 and 3 according to Resurvey of Perimeter Industrial Park from Jefferson County to The Industrial Development Board of the City of Bessemer. The developer deeded sewer easement to Jefferson County in a location that is not needed. Sewer lines were never constructed in this easement.

QUITCLAIM DEED FOR SANITARY SEWER RIGHTS OF WAY

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid to JEFFERSON COUNTY, ALABAMA (the "Grantor"), in hand paid by THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF BESSEMER, ALABAMA (the "Grantee"), the receipt of which is acknowledged, the Grantor does hereby remise, release, quitclaim and convey unto Grantee all of its right, title and interest in and to the Property (as defined below) and hereby terminates its easements and rights with respect to the Property.

"Property" shall mean and refer to those portions of real estate located on Lots 1 and 3, according to a Resurvey of Perimeter Industrial Park recorded in the Bessemer Division of the Judge of Probate of Jefferson County, Alabama in Map Book 27, Page 31, that were granted to Grantor pursuant to the following instruments:

Right of Way Deed for Sewer Easement recorded in Book LR200860, Page 27521 in the Office of the Judge of Probate of Jefferson County, Alabama, as corrected by that certain Deed of Correction Right of Way Deed for Sewer Easement recorded in LR200809, Page 15315 in the Office of the Judge of Probate of Jefferson County, Alabama.

and

Right of Way Deed for Sewer Easement recorded in Book LR200860, Page 27519 in the Office of the Judge of Probate of Jefferson County, Alabama.

TO HAVE AND TO HOLD the Property unto the Grantee, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever.

IN WITNESS WHEREOF, the Grantor has hereto set its signature and seal on the date of the acknowledgment of the Grantor's signature below.

JEFFERSON COUNTY, ALABAMA

Attest: Minute Clerk

W.D. Carrington, President

Jefferson County Commission

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

May-15-2012-322

WHEREAS, the County of Jefferson Alabama (hereinafter at times referred to as County) is desirous of having certain improvements made on State Route -38 (US-280) within Limits of Jefferson County, in accordance with plans prepared by the Alabama Department of Transportation and designated As Project Number: NHF-0038(529) Install Adaptive Signal Control (25 Intersections) and Install Fiber along SR-38 (US-280) from Brook Manor Drive to Doug Baker Boulevard and Install Fiber Optic Cable at Various Locations.

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

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

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

The County by and through its Commission hereby grants to the Alabama Department of Transportation the full use of and access to the dedicated widths of any existing streets for the construction of said project and hereby agrees to permit and allow the Alabama Department of Transportation to close and barricade the said project and intersecting streets for as long as necessary while the said project is being graded, drained, paved, and otherwise improved, and hereby agrees that the use of any street or highway for parking within an interchange area will not at any time be permitted.

The County hereby further agrees to adopt or pass such legally effective ordinances and/or laws as will permanently barricade and/or relocate certain intersecting streets as required by the State and to permanently deny or limit access at certain locations as required by the State along said improvements, all of which are more specifically stated as follows:

N/A

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

Please refer to: Traffic Control Notes (Sheets 2C - 2F)

Please refer to: Intelligent Transportation Systems S Plan Notes (Sheets 2G - 2I)

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

further agrees that subsequent traffic control devices deemed necessary by it in keeping with applicable statutes, rules and regulations to promote the safe and efficient utilization of the highway under the authority of Title 32, Chapter 5, Code of Alabama 1975, and all other applicable laws of Alabama, shall be subject to and must have the approval of the Alabama Department of Transportation of the State of Alabama and of the Federal Highway Administration, prior to installation and the County further agrees that it will enforce traffic and control the same under the provisions of Title 32, Chapter 5, Code of Alabama 1975, and other applicable laws of Alabama.

BE IT FURTHER RESOLVED by this County Commission:

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

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

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

ATTEST

W. D. Carrington

County Clerk

Commission President

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

May-15-2012-323

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No.1 to the agreement between Jefferson County, Alabama, by and through the Jefferson County Office of Senior Citizen Services and the City of Adamsville to provide funding for a senior center for FY2011-2012 in the amount of \$10,000.

Contract Amendment No 1

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

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Agency wishes to amend the Contract.

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

The Contract between the parties entered into on the 1st day of October, 2011, which was approved by the Commission and recorded in Minute Book 160 page 322, is hereby amended as follows:

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

The dates for the center holiday are as follows:

- | | |
|---|-----------------------------------|
| November 11, 2011 Veteran's Day | November 24-25, 2011 Thanksgiving |
| December 26-30, 2011 Christmas | January 2, 2012 New Year's Day |
| January 16, 2011 Martin Luther King Day | April 6, 2012 Easter Observed |
| Slav 28, 2012 Memorial Day | July 4-5, 2012 Independence Day |
| September 3, 2012 Labor Day | |

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

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

JEFFERSON COUNTY COMMISSION:

W. D. Carrington, President

AGENCY:

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

May-15-2012-324

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Memorandum of Agreement between Jefferson County, Alabama, d/b/a Office of Senior Citizen Services and East Alabama Regional Planning and Development Commission (EARPDC) to purchase software and technical support from PeerPlace Networks, LLC in the amount of \$18,919.69 - paid in full by EARPDC.

MEMORANDUM OF AGREEMENT
BETWEEN

EAST ALABAMA REGIONAL PLANNING AND DEVELOPMENT COMMISSION

THIS MEMORANDUM OF AGREEMENT made and entered into by and between Jefferson County Commission d/b/a/ Office of Senior Citizen Services (hereinafter known as "the Agency") and East Alabama Regional Planning and Development Commission (hereinafter known as EARPDC, for provision of professional services effective in Fiscal Year 2011.

WHEREAS, the Agency and EARPDC have identified a need of the Agency for PeerPlace Software products and customizations; and

WHEREAS, EARPDC has the available funds to purchase the Peer Place Software on behalf of the Agency; and

WHEREAS, the Agency and EARPDC have statutory authority to enter into an agreement with any person, organization or group; and

NOW, therefore the Agency and EARPDC intending to be mutually bound and in consideration of the mutual covenants and stipulations set forth herein, agree as follows:

I. Services to be Provided:

EARPDC agrees to purchase software and technical support from PeerPlace networks, LLC for the benefit and use of the software by the Agency.

II. Period of Agreement:

A. The term of this agreement will begin September 1, 2011 and end September 30, 2012.

III. Financial Arrangements:

EARPDC will pay the full cost of the software and technical support for the Agency for a fixed fee amount of \$18,919.69.

IV. Terms and Conditions:

It is understood and agreed that all terms and conditions are herein included. No oral agreements of any kind shall be binding or recognized.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be entered into by their duly authorized representatives.
AGREED:

East Alabama Regional Planning and Development Commission

James W. Curtis, Executive Director, EARPDC

JEFFERSON COUNTY COMMISSION

W.D. Carrington, President

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

May-15-2012-325

WHEREAS, through the Standard Agreement as Sponsor for the Sub-Grantee Agency, Jefferson County, Alabama, the Jefferson County Office of Senior Citizen Services (OSCS) is allowed to participate in a supplemental grant from the Alabama Department of Senior Services; and

WHEREAS, the grants funds, in the amount of \$82,894.00, will be used by the State Health Insurance Program (SHIP) to pay the salaries of the SHIP Coordinator and an administrative assistant in order to continue to render services to strengthen the capability to provide Medicare eligible individuals information, counseling and assistance regarding insurance information; and

WHEREAS, the grant period is from April 1, 2012 - March 31, 2013.

NOW, THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION to accept grant funds in the amount of \$782,894.00 from the Alabama Department of Senior Services to continue services of the SHIP Program in Jefferson County.

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

Stephens, Knight, Bowman, Brown and Carrington.

May-15-2012-326

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and West, A Thomas Reuters business to provide online legal research for the period May 15, 2012 - May 15, 2015 in the amount of \$1,403.00 per month.

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

May-15-2012-327

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the pre-paid room and board claim of Kelvin Johnson, on behalf of Ruth Johnson, in the amount of One Hundred Forty-Nine and 96/100 (\$149.96) Dollars is hereby approved.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Finance Director is hereby authorized and directed to issue a check made payable to Kelvin Johnson in the amount of \$149.96 and forward it to the County Attorney for disbursement.

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

May-15-2012-328

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the pre-paid room and board claim of Pam Banter, on behalf of Arcue Sims, in the amount of Four Hundred Forty Three and 79/100 (\$443.79) Dollars is hereby approved.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Finance Director is hereby authorized and directed to issue a check made payable to Pam Banter in the amount of \$443.79 and forward it to the County Attorney for disbursement.

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

May-15-2012-329

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the pre-paid room and board claim of Judith Maxson, on behalf of Donna Maxson, in the amount of Five Hundred Fifty-One and 40/100 (\$551.40) Dollars is hereby approved.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Finance Director is hereby authorized and directed to issue a check made payable to Judith Maxson in the amount of \$551.40 and forward it to the County Attorney for disbursement.

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

May-15-2012-330

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the pre-paid reimbursement claim of Ronnie Thorn, on behalf of Ester Thorn, in the amount of Five Hundred Ninety and 70/100 (\$590.70) Dollars is hereby approved.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Finance Director is hereby authorized and

directed to issue a check made payable to Ronnie Thorn in the amount of \$590.70 and forward it to the County Attorney for disbursement.

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

May-15-2012-331

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the pre-paid reimbursement claim of Paulette Reed, on behalf of Paulette Oswald, in the amount of One Thousand Five Hundred Seventy-Eight and 59/100 (\$1,578.59) Dollars is hereby approved.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Finance Director is hereby authorized and directed to issue a check made payable to Paulette Reed in the amount of \$1,578.59 and forward it to the County Attorney for disbursement.

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

May-15-2012-332

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the pre-paid reimbursement claim of Michelle Tyson, on behalf of Nattie Tyson, in the amount of One Thousand Thirty Five and 59/100 (\$1,035.59) Dollars is hereby approved.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Finance Director is hereby authorized and directed to issue a check made payable to Michelle Tyson in the amount of \$1,035.59 and forward it to the County Attorney for disbursement.

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

May-15-2012-333

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the pre-paid reimbursement claim of Brenda Rogers, on behalf of Carolyn Thomas, in the amount of One Hundred Nine and 48/100 (\$109.48) Dollars is hereby approved.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Finance Director is hereby authorized and directed to issue a check made payable to Brenda Rogers in the amount of \$109.48 and forward it to the County Attorney for disbursement.

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

May-15-2012-334

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the pre-paid reimbursement claim of Annie Wabington, on behalf of Velma Thomas, in the amount of Two Hundred Sixty-Five and 98/100 (\$265.98) Dollars is hereby approved.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Finance Director is hereby authorized and directed to issue a check made payable to Annie Wabington in the amount of \$265.98 and forward it to the County Attorney for disbursement.

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

May-15-2012-335

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the pre-paid reimbursement claim of Rosemary Smith, on behalf of Elene Leatherwood, in the amount of One Thousand One Hundred Seventy-Three and 19/100 (\$1,173.19) Dollars is hereby approved.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Finance Director is hereby authorized and directed to issue a check made payable to Rosemary Smith in the amount of \$1,173.19 and forward it to the County Attorney for disbursement.

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

May-15-2012-336

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the pre-paid reimbursement claim of Monica Strickland, on behalf of Mary Allen, in the amount of One Thousand Four Hundred Twelve and 19/100 (\$1,412.77) Dollars is hereby approved.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Finance Director is hereby authorized and directed to issue a check made payable to Monica Strickland in the amount of \$1,412.77 and forward it to the County Attorney for disbursement.

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

May-15-2012-337

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the pre-paid reimbursement claim of Paula Huffman, on behalf of Monna Pickett, in the amount of Seven Hundred Forty-One and 82/100 (\$741.82) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Finance Director is hereby authorized and directed to issue a check made payable to Paula Huffman in the amount of \$741.82 and forward it to the County Attorney for disbursement.

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

May-15-2012-338

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the pre-paid reimbursement claim of Edward Moody, on behalf of Joseph Moody, in the amount of Three Hundred Ninety-Four and 59/100 (\$394.59) Dollars is hereby approved.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Finance Director is hereby authorized and directed to issue a check made payable to Edward Moody in the amount of \$394.59 and forward it to the County Attorney for disbursement.

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

May-15-2012-339

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the pre-paid reimbursement claim of Phyllis Walker, on behalf of Mary Williams, in the amount of Six Hundred Eighteen and 87/100 (\$618.87) Dollars is hereby approved.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Finance Director is hereby authorized and directed to issue a check made payable to Phyllis Walker in the amount of \$618.87 and forward it to the County Attorney for disbursement.

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

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

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

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

The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 9:00 a.m., Tuesday, May 22, 2012.

President

ATTEST

Minute Clerk