

STATE OF ALABAMA)

JEFFERSON COUNTY) March 28, 2013

The Commission convened in regular session at the Birmingham Courthouse at 9:06 a.m., David Carrington, President, presiding and the following members present:

- District 1 - George F. Bowman
- District 2 - Sandra Little Brown
- District 3 - James A. (Jimmie) Stephens
- District 4 - Joe Knight
- District 5 - David Carrington

Motion was made by Commissioner Stephens seconded by Commissioner Brown that the Minutes of March 14, 2013, be approved. Voting "Aye" Stephens, Brown, Bowman, Carrington and Knight.

The Commission met in Work Session on March 26, 2013, and approved the following items to be placed on the March 28, 2013, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee - no items.
- Commissioner Brown, Community Service and Roads and Transportation Committee Items 1 through 14 (excluding Item 8) and a new item approved that was not on agenda or addendum.
- Commissioner Carrington, Administrative Services Committee - Items 1 through 16.
- Commissioner Knight, Land Planning and Development Services, Emergency Management Agency, Board of Registrars and Courts, Inspection Services Committee Items 1 through 6 and Addendum Item 7.
- Commissioner Stephens, Finance & Information Technology Committee Items 1 through 22 (excluding Item 6) and Addendum Item 1.

Representative Alan Farley addressed the Commission regarding a bill he sponsors relating to the pistol permit fees.

Mar-28-2013-199

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-2013-004 Marcus Shelley, owner; Dale Riley, agent. Change of zoning on Parcel ID# 7-17-0-0-18 in Section 17 Twp 15 Range 3 West from A-1 (Agriculture) with covenants to A-1 (Agriculture) without covenants for an additional mobile home. (Case Only: 4989 Mount Olive Road; Gardendale, AL 35071) (MOUNT OLIVE)(31.3 Acres M/L)

Motion was made by Commissioner Stephens seconded by Commissioner Knight that Z-2013-004 be approved. Voting "Aye"

Stephens, Knight, Bowman, Brown and Carrington.

Z-2013-005 The Estate of Aubrey Joe Sharit, Sr., owners; Aubrey Joe Sharit, Jr., agent. Change of zoning on Parcel ID# 8-11-3-0-5.4 and 5.8 in Section 11 Twp 15 Range 2 West from I-3 (Industrial) to A-1 (Agriculture) for a single family residence. (Case Only: 2931 Goodwin Road; Morris, AL 35116) (CROSSTON)(14.51 Acres M/L)

Motion was made by Commissioner Knight seconded by Commissioner Brown that Z-2013-005 be approved. Voting “Aye” Knight, Brown, Bowman, Carrington and Stephens.

Z-2013-003 Willow Glenn Homeowners Association, Inc. and Willow Glenn, LLC, owners; Joel W. Mulkin, agent. Change of zoning on Parcel IDs# 12-17-4-0-218, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, and 240, Lots 305-320 and Common Areas A, B, and C according the map of intent of the Residential Townhome Subdivision of Willow Glenn 3rd Sector in Section 17 Twp 16 Range 1 West from R-T (Townhomes) to R-7 (Planned Unit Development) for a single family residential development. (Case Only: 2108 Greendale Circle; Birmingham, AL 35215) (CHALKVILLE)(1.97 Acres M/L)

RESTRICTIVE COVENANT: Single-car garages shall be permitted, however each unit shall have a double-wide driveway sufficient for the parking of at least two (2) vehicles such that no part of either extends over or into the roadway.

Motion was made by Commissioner Knight seconded by Commissioner Bowman that Z-2013-003 be approved subject to filing of covenants. Voting “Aye” Knight, Bowman, Brown, Carrington and Stephens.

A Public Hearing was held to receive comments on Beverage Case B-2013-001. There being no comments, the Commission took the following action.

Mar-28-2013-200

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the liquor application submitted by Allison Coker, applicant, d/b/a Smith Camp Store located at 8763 Smith Camp Road, Adger, AL 35006, for an 040 - Retail Beer (on or off premise) 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.

Mar-28-2013-201

WHEREAS, the Jefferson County Commission established a Jefferson County Group Health Care Plan to provide group hospital, physician, major medical, and prescription drug benefits for certain employees and their eligible family members; and

WHEREAS, the plan currently provides vaccines administered by physicians at doctor offices; and

WHEREAS, the Commission wishes to allow members to obtain select vaccines (shots) such as flu, shingles, pneumonia at pharmacies such as Walgreens, CVS, Rite-Aid, Publix, etc. by showing their Blue Cross insurance card. Routine immunizations do not have a co-pay.

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Jefferson County Group Health Care Plan be amended to allow administration of vaccines at participating pharmacies.

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

Mar-28-2013-202

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute the Amendment No. 1 to the Agreement dated April 19, 2011 to Provide Professional Engineering Services for Total Phosphorus Removal and Wet Weather Management - Design Phase, Cahaba River WWTP between Jefferson County and CDM Smith, Inc. This Amendment decreases the contract value by \$53,040 to an amended total of \$1,434,560.

CONTRACT

AMENDMENT NO. 1
TO AGREEMENT TO PROVIDE ENGINEERING SERVICES FOR THE
TOTAL PHOSPHORUS REMOVAL & WET WEATHER MANAGEMENT - DESIGN PHASE
CAHABA RIVER WWTP PROJECT

This is an Amendment to the Contract by and between Jefferson County, Alabama through the Environmental Services Department, hereinafter called "the OWNER" and CDM Smith Inc., hereinafter called "the CONSULTANT" to provide engineering services related to the Total Phosphorus Removal Wet Weather Management - Design Phase Cahaba River WWTP project.

WITNESSETH:

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

WHEREAS, the CONSULTANT agrees that less work is necessary by removal of the bidding services under the provisions of ARTICLE IV - MISCELLANEOUS PROVISIONS, SECTION 1 - CHANGES OF WORK; and

WHEREAS, the OWNER desires to amend the contract; and

WHEREAS, the CONSULTANT wishes to amend the contract.

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

The agreement between the parties which was approved by John S. Young, Jr., LLC, Receiver on May 6, 2011, is hereby amended as follows:

I. AMENDMENT TO ARTICLE I - SCOPE OF WORK

Amend Article I - Scope of Work, Section 1 - Obligation of the CONSULTANT to the OWNER to include the following engineering services:

Assistance with Re-Scoping of Projects in Light of Bankruptcy CDM Smith prepared an outline of the existing scope of capital improvements for the Cahaba River and Trussville WWTP sites, assigned conceptual level costs for each component, and evaluated the criticality of each component. Subsequent to this exercise, CDM Smith participated in three conference calls with JCESD to assist with making final decisions on a pared down scope for the two facilities. Since this task was performed for the purpose of re-scoping both the Cahaba River WWTP work and the Trussville WWTP work, the requested amendment amount is being split between the two projects.

Bidding Services

The bidding services included in the scope for this project will not be required. Therefore, this amendment removes those services from the scope and deducts the cost of those services from the project budget.

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

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

The work as described in Tasks 1 and 2 of the original contract (Preliminary Design Services and Final Design Services), as amended, shall be complete within thirty (30) days after receipt of written notice from the OWNER to proceed. The work as described in Task 3 of the original contract (Bidding Services) is removed from the contract by this amendment. Should delays attributable to causes beyond the control of the CONSULTANT be encountered, such as would extend the contract work beyond the agreed upon thirty day period, the OWNER may adjust the amount of this contract by amendment, so as to reflect the cost of additional expense items and additional fee, if any, arising from the change.

III. AMENDMENT TO ARTICLE III - PAYMENT

Amend Article III - Payment, Section 1 as follows:

1. In consideration of the change in the Scope of Work of the project as described by this AMENDMENT, the basis of compensation to the CONSULTANT shall be decreased by \$53,040 to a revised maximum contract amount of \$1,434,560.

The amendment amount above is the sum of the following components:

- | | |
|-------------------------------------------|----------------------------|
| 1. Assistance with Rescoping of Projects: | \$5,160 (Half of \$10,320) |
| 2. Deduct for Bidding Services: | <\$58,200> |
| Total | <\$53,040> |

ARTICLE VI

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures, , on the 31st day of August, 2012, and the OWNER on

the day of , 2012.

CDM Smith

Jia-Chyi Lan, PE, Vice President

RECOMMENDED:

ENVIRONMENTAL SERVICES DEPARTMENT

David Denard, Director

APPROVED:

JEFFERSON COUNTY, ALABAMA

W.D. Carrington, President

Jefferson County Commission

ATTEST:

Minute Clerk

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

Mar-28-2013-203

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute the Amendment No. 2 to the Agreement dated April 19, 2011 to Provide Professional Engineering Services for Total Phosphorus Removal and Wet Weather Management - Design Phase, Trussville WWTP between Jefferson County and CDM Smith, Inc. This Amendment increases the contract value by \$21,161 to an amended total of \$1,174,861.

AMENDMENT NO. 2

TO AGREEMENT TO PROVIDE ENGINEERING SERVICES FOR THE TOTAL PHOSPHORUS REMOVAL & WET WEATHER MANAGEMENT - DESIGN PHASE TRUSSVILLE WWTP PROJECT

This is an Amendment to the Contract by and between Jefferson County, Alabama through the Environmental Services Department, hereinafter called "the OWNER" and CDM Smith Inc., hereinafter called "the CONSULTANT", to provide engineering services related to the Total Phosphorus Removal & Wet Weather Management - Design Phase Trussville WWTP project.

WITNESSETH:

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

WHEREAS, the CONSULTANT agrees that less work is necessary by removal of the bidding services under the provisions of ARTICLE IV - MISCELLANEOUS PROVISIONS, SECTION 1 - CHANGES OF WORK; and

WHEREAS, the OWNER desires to amend the contract; and

WHEREAS, the CONSULTANT wishes to amend the contract.

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

The agreement between the parties which was approved by John S. Young, Jr., LLC, Receiver on April 19, 2011, is hereby amended as follows:

I. AMENDMENT TO ARTICLE I - SCOPE OF WORK .

Amend Article I - Scope of Work, Section 1 - Obligation of the CONSULTANT to the OWNER to include the following engineering services:

Supplemental Geotechnical Services for Trussville Site

A geotechnical investigation of the Trussville WWTP site was performed. The results of the investigation showed unsuitable soils in the proposed filter expansion and ferric chloride storage areas. In addition, the location of the dewatering building changed after completion of the initial geotechnical investigation to accommodate placement of existing electrical and instrumentation and control equipment in the electrical room for the dewatering building to bring those existing panels above the flood plain elevation. _ Therefore, additional borings were required to be performed to better delineate the extents of unsuitable conditions and to characterize the new dewatering building location. Following the supplemental investigation, CDM Smith evaluated the data and prepared a report presenting the data and providing recommendations.

Pre Selection of UV Vendor

This task consisted of the preparation of a pre selection request for proposals package, solicitation of proposals, review of the proposals/bids, preparation of an evaluation and recommendation memorandum, preparation of a letter to obtain vendor agreement to execute a contract with the selected general contractor to provide equipment, materials and services under the terms defined in the pre selection bid documents. Equipment offered by the various UV manufacturers is dissimilar enough that identification of the specific equipment is required to provide a complete design for a UV treatment process. In addition, the operation and maintenance costs vary quite a bit between available equipment. So pre selection of this particular equipment allowed identification of the best overall value for the County, because unlike bidding UV equipment through the general contractor, this approach allowed consideration of both the capital cost and the long term operation and maintenance cost in the selection. In addition, this approach allowed complete pre construction design of improvements, which provided the County with more control over the design of the UV process and the associated electrical systems and instrumentation and control systems.

Assistance with Re-Scoping of Projects in Light of Bankruptcy

CDM Smith prepared an outline of the existing scope of capital improvements for the Cahaba River and Trussville WWTP sites, assigned conceptual level costs for each component, and evaluated the criticality of each component. Subsequent to this exercise, CDM Smith participated in three conference calls with JCESD to assist with making final decisions on a pared down scope for the two facilities. Since this task was performed for the purpose of re-scoping both the Cahaba River WWTP work and the Trussville WWTP work, the requested amendment amount is being split between the two projects.

Bidding Services

The bidding services included in the scope for this project will not be required. Therefore, this amendment removes those services from the scope and deducts the cost of those services from the project budget.

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

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

The work as described in Tasks 1 and 2 of the original contract (Preliminary Design Services and Final Design Services), as amended, shall be complete within thirty (30) days after receipt of written notice from the OWNER to proceed. The work as described in Task 3 of the original contract (Bidding Services) is removed from the contract by this amendment. Should delays attributable to causes beyond the control of the CONSULTANT be encountered, such as would extend the contract work beyond the agreed upon thirty day period, the OWNER may adjust the amount of this contract by amendment, so as to reflect the cost of additional expense items and additional fee, if any, arising from the change.

III. AMENDMENT TO ARTICLE III - PAYMENT

Amend Article III - Payment, Section 1 as follows:

1. In consideration of the change in the Scope of Work of the project as described by this AMENDMENT, the basis of compensation to the CONSULTANT shall be increased by \$21,161 to a revised maximum contract amount of \$1,174,861.

The amendment amount above is the sum of the following components:

- 1. Supplemental Geotechnical Services: \$15,801
- 2. Preselection of UV Vendor: \$33,100
- 3. Assistance with Rescoping of Projects: \$5,160 (Half of \$10,320)
- 4. Deduct for Bidding Services: <\$32,900>

Total \$21,161

ARTICLE VI

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures, on the 31st day of August, 2012, and the OWNER on the day of , 2012.

CDM Smith

Jia-Chyi Lan, PE, Vice President

RECOMMENDED:

ENVIRONMENTAL SERVICES DEPARTMENT

David Denard, Director

APPROVED:

JEFFERSON COUNTY, ALABAMA

W.D. Carrington, President

Jefferson County Commission

ATTEST:

Minute Clerk

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

Mar-28-2013-204

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is authorized to execute the Agreement to Provide Professional Engineering Services for Phase I Design, Bidding and Construction Services for Trussville and Cahaba WWTPs between Jefferson County, Alabama and CDM Smith, Inc. With a cost not to exceed the amount of \$620,014.00. This agreement provides for engineering design and construction management services for a lower cost improvement plan at the Cahaba River and Trussville WWTPs than was designed under previous agreement.

AGREEMENT TO PROVIDE
PROFESSIONAL ENGINEERING SERVICES
FOR

Phase 1 Design, Bidding and Construction Services for Trussville and Cahaba River WWTPs

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

WHEREAS, the said CONSULTANT has agreed and by these presents does agree with the OWNER for the consideration hereinafter mentioned with payment to be administered by the OWNER to accomplish the analysis and reporting for the engineering design, bidding and construction administration services as outlined in the Scope of Work. (Attachments on file in the Minute Clerk's Office)

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

ARTICLE I - SCOPE OF WORK

CONSULTANT shall design and develop construction documents for Phase 1 plant improvements at the Trussville and Cahaba River WWTPs, provide services during bidding of those improvements, and provide certain office services during construction of those improvements. The scope of the Phase I design, bidding and construction services are described in detail in Attachment A and the list of anticipated drawings is provided in Attachment B.

SECTION 1 - OBLIGATION OF CONSULTANT TO OWNER

The obligations of the CONSULTANT to the OWNER are outlined in detail in Attachments A and B.

SECTION 2 - OBLIGATION OF OWNER TO THE CONSULTANT

It is understood that the OWNER will:

1. Furnish requirements for the project and provide full information as to its requirements for the project.
2. Assist the CONSULTANT by placing at their disposal all available information pertinent to the project, including previous reports and any other data relative to the project.
3. Designate a project manager to coordinate CONSULTANT's work and to assist as OWNER's representative with respect to the work to be performed under this AGREEMENT.
4. Examine studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the CONSULTANT and render decisions in writing pertaining thereto within a reasonable time so as not to delay the services of the CONSULTANT.
5. Guarantee legal access to and make all provisions for the CONSULTANT to enter upon public and private lands as required for the CONSULTANT to perform the work under this AGREEMENT.
6. Advertise for proposals from bidders, open the proposals at the appointed time and place, and pay for all costs incidental thereto.
7. Give prompt written notice to the CONSULTANT whenever the OWNER observer's or otherwise becomes aware of any defect in the project.
8. Negotiate any right-of-way or easements with property owners.
9. Record right-of-way or easement acquisition documents in the Probate Office of Jefferson County.
10. Assume all costs of archaeological and vegetative studies, if required.
11. Assume all costs of public hearings, if required.
12. OWNER will operate any plant equipment as necessary and reasonable to carry out the scope of work.

SECTION 3 - CONFERENCES AND VISITS TO SITE

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

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

ARTICLE II - TIME OF BEGINNING AND COMPLETION

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

B. The work shall be completed within 606 calendar days of receipt of Notice to Proceed in accordance with the schedule in Attachment C to this contract. Should delays attributable to causes beyond the control of the CONSULTANT be encountered, the OWNER may adjust the amount of this contract by amendment, so as to reflect the cost of additional expense items and additional fee, if any, arising from the change.

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

D. The Contract shall remain in full effect until completion of the Scope of Work and acceptance of final payment by the CONSULTANT, up to the maximum term allowed by law.

ARTICLE III - PAYMENT

SECTION 1 - FEE

For services performed by the CONSULTANT under this AGREEMENT, and as full and complete compensation therefore, including all expenditures made and all expenses incurred by the CONSULTANT in connection with this AGREEMENT, except as otherwise provided herein, and subject to and in conformity with all provisions of this AGREEMENT, the OWNER will pay the CONSULTANT as follows: For the work contemplated under Article I, Section 1, compensation shall be computed on the basis of a Cost Not to Exceed amount to be paid based on man-hours and other expenses incurred at the schedule of standard charges attached as Attachment E. The contract shall include a maximum cost of six hundred and twenty thousand and fourteen dollars (\$620,014.00) as further defined in Attachment D.

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

SECTION 2 - FINAL ACCEPTANCE

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

ARTICLE IV - MISCELLANEOUS PROVISIONS

SECTION 1 - CHANGES OF WORK

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

SECTION 2 - OWNERSHIP OF ENGINEERING DOCUMENTS

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

SECTION 3 - CONSULTANT'S ENDORSEMENT

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

SECTION 4 - DELAYS AND EXTENSIONS

1. In the event that unavoidable delays prevent completion of the services to be performed under this AGREEMENT in the time specified in Article 11 - Time of Beginning and Completion, the OWNER may grant a time extension to any or all phases of the work, provided written application is made by the CONSULTANT within ten (10) working days after the alleged delay has occurred.

SECTION 5 - TERMINATION OR ABANDONMENT

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

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

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

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

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

SECTION 6 - TERMINATION OF CONTRACT FOR BREACH

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

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

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

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

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

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

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

SECTION 7 - CONTROVERSY

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

SECTION 8 - RESPONSIBILITY FOR CLAIMS AND LIABILITY

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

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

extent arising out of or as a consequence of breach of any duty or obligation of the CONSULTANT included in this AGREEMENT, or the negligent acts, errors or omissions of the CONSULTANT in the performance of its services under this Agreement

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

General Liability and Property Damage \$300,000.00

Automobile and Truck Bodily Injury Liability \$300,000.00

Workers Compensation Statutory

Professional Liability \$2,000,000.00 each claim

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

SECTION 9 - GENERAL COMPLIANCE WITH LAWS

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

SECTION 10 - SUBLETTING, ASSIGNMENT OR TRANSFER

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

SECTION 11 - EMPLOYMENT OF OWNER WORKERS

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

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

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

SECTION 12 - CONTROL

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

SECTION 13 - CONDITIONS AFFECTING WORK

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

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

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

as required by Jefferson County Commission Administrative Order A02008-4.

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

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

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

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

SECTION 14 - GOVERNING LAW/DISPUTE RESOLUTION

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

ARTICLE V

SECTION I - EXECUTORY CLAUSE

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

ARTICLE VI

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

CONSULTANT on the 29th day of January, 2013

J. C. Lan, P. E.

CDM Smith, Vice President

RECOMMENDED:

Environmental Services Department

David Denard, Director of Environmental Services

APPROVED:

Jefferson County, Alabama

W.D. Carrington, President

Jefferson County Commission

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

Mar-28-2013-205

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute a Conditional Consent to Encroachment and Release of Damages Agreement between Jefferson County and S & S SALVAGE COMPANY, An Alabama Partnership regarding an encroachment within a County sanitary sewer easement. There is no cost to the County associated with said agreement.

CONDITIONAL CONSENT TO ENCROACHMENT AND RELEASE OF DAMAGES

THIS AGREEMENT made as of the ____ day of _____, 20 __, by and between JEFFERSON COUNTY, ALABAMA (the "County") and S & S SALVAGE COMPANY, An Alabama Partnership (the "Owner").

R E C I T A L S:

Owner is the owner of real property located at 906 – 40th Street North, Birmingham AL 35222, more particularly described as Lot 1, T&R Development Company, Inc. Resurvey, recorded in Map Book 144, Page 37, in the Probate Office of Jefferson County, Alabama, Birmingham Division. Owner has three one story metal buildings inclusive of 2 concrete ramps and a metal awning over and adjacent to a

sanitary sewer main easement along with one utility pole on a concrete pad over an existing sanitary sewer main (as shown on Exhibit "A", attached collectively, the "Improvements"), for the purpose of serving the businesses located on said property. Owner and County mutually desire to enter into this Agreement to address the encroachment of the Improvements within the Easement.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals and the mutual agreements herein, the parties agree as follows:

1. In consideration of the mutual agreements herein, Owner agrees that the County may utilize the Easement for all intended purposes of the Easement, including, without limitation, any installation, repair, maintenance or replacement of sanitary sewer lines (collectively, the "Easement Rights"). Should the County deem it necessary to remove or disturb any of the Improvements in order to utilize the Easement for its intended purposes or exercise the Easement Rights on subject property, the County may do so at any time in its discretion, and the reasonable methodology for installation, repair maintenance or replacement of sewer lines is totally at the discretion of the County and its Department of Environmental Services. If Owners' Improvements are damaged in any way due to the exercise of our easement rights, the responsibility for the replacement of Owner's Improvements or personal property or for any repairs to personal property or the Improvements and the cost of any such repairs will be borne solely by the Owner, with exception to the concrete ramps. If it is discovered that said concrete ramps are not reinforced with structural rebar, the County will repair with normal concrete. If said ramps are found to be reinforced concrete containing structural rebar, the County will not repair and repair will be the responsibility of said Owner. Owner fully and forever releases and discharges the County from any and all liability, cost, damage, or expense to the Improvements suffered or incurred by Owner as a result of the County's exercise of its Easement Rights inside easement or improvements adjacent to easement.
2. Subject to the foregoing agreements of Owner and the terms of this Agreement, the County grants Owner a license to continue the requested encroachment and that no other or greater or further improvements or encroachment whatsoever will be allowed. No such past, present or future encroachment whatsoever will constitute an adverse possession by Owner of the Easement or Easement Rights or constitute any form of waiver or abandonment of all or any part of the Easement or of any Easement Rights.
3. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.
4. This Agreement together with the Easement constitutes the full and complete agreement of the parties with respect to the subject matter hereof, supersedes all prior discussions, correspondence and agreements with respect to the subject matter hereof and cannot be modified or amended except by a subsequent written agreement signed by Owner and the County.
5. In the event this Agreement is challenged by legal means by said Owner as a result of the County exercising its Easement Rights as defined in Item number one above, it shall be the responsibility of the Owner to cover any and all fines assessed by U.S. Environmental Protection Agency and the Alabama Department of Environmental Management as well as the cost of the cleanup of any sewage resulting from said challenge/delay. The Owner is also responsible for the cost of any damage to others including but not limited to personal property and bodily injury as a result of said challenge/delay. Furthermore, Owner agrees to pay all court costs incurred by the County as a result of the aforementioned.
6. This Agreement shall run with the land and be binding upon and inure to the benefit of the parties and their respective heirs, administrators, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first set forth above.

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

S & S SALVAGE COMPANY, An Alabama Partnership
_____, President

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

Mar-28-2013-206

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute the Amendment No. 1 to Bid #175-12 G3616, Generator Repairs and Control Upgrades (Village Creek WWTP) between Jefferson County and Thompson Power Systems. This Amendment increases the contract value by \$13,125.00 to an amended total of \$241,854.51.

AMENDMENT NO. 1

BID # 175-12, G3616 GENERATOR REPAIRS and CONTROL UPGRADES
(VILLAGE CREEK WWTP)

This is an Amendment to the Contract by and between Jefferson County, Alabama through the Environmental Services Department, hereinafter called "the OWNER" and Thompson Power Systems, hereinafter called "the CONTRACTOR" to complete upgrades to the controls for the Village Creek WWTP stand-by generator system.

WITNESSETH:

WHEREAS, the OWNER and CONTRACTOR agree that additional work is necessary to successfully complete the project; and

WHEREAS, the OWNER desires to amend the contract; and

WHEREAS, the CONTRACTOR wishes to amend the contract.

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

The agreement between the parties is hereby amended as follows:

I. AMENDMENT TO SCOPE OF SERVICES

1. Furnish and install seven additional Monico repeaters on engines 1, 2, 3, 4, 6, 7, and 8 so that data can transmit properly. (The repeater on engine 5 is already installed.) This will involve operational verification by loading engines to 1 megawatt for one hour, and verify engine parameters readings on customer SCADA. Also furnish one additional repeater to replace the one from site already used from previous field trip.

2. Furnish and install eight Modbus RS485 isolators to interface with Monico RJ adapters, and furnish and install four Modbus isolators to interface with RS485 to RS232 converters in the Enercon system control

Note: This site visit will not involve going online with the Modicon PLC to verify parameters, or to resolve PLC problems should they occur.

I. (sic) AMENDMENT TO TERM OF CONTRACT

The work shall complete within 30 calendar days from the notice to proceed for the amended scope of services.

II. AMENDMENT TO PAYMENT

1. In consideration of the change in the Scope of Work of the project as described by this AMENDMENT, the basis of compensation to the CONTRACTOR shall be increased by \$13,125.00 to a revised maximum contract amount of \$241,854.51.

The amendment amount above is the net of the following components:

Total cost for additional equipment and labor:	\$28,125.00.
Less Owner's allowance, ref. PO 2000068117:	-\$15,000.00.
Amendment total:	\$13,125.00.

ARTICLE VI

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures, __, on the ____ day of _____, 2013, and the OWNER on the _____ day of _____, 2013.

Thompson Power Systems

RECOMMENDED:

ENVIRONMENTAL SERVICES DEPARTMENT

David Denard, Director

APPROVED:

JEFFERSON COUNTY, ALABAMA

W.D. Carrington, President

Jefferson County Commission

ATTEST:

Minute Clerk

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

Mar-28-2013-207

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute the State-Subgrantee Agreement for the Alabama Emergency Management Agency Hazard Mitigation Grant Program #1971-415 between Jefferson County and the Alabama Environmental Management Agency. This Agreement provides for the reimbursement of the design engineering and construction costs from the Alabama Environmental Management Agency for the installation of backup generator power at five (5) of the County's sanitary sewer pump stations.

State-Subgrantee Agreement Hazard Mitigation Grant # 1971-415

This agreement between the State of Alabama (the State) and Jefferson County Environmental Services (Sub-grantee) shall be effective on the date signed by the State and the Subgrantee.

The designated representative of the Subgrantee certifies that:

1. He/She has legal authority to apply for assistance on behalf of the Subgrantee (attach a copy of a resolution or correspondence from jurisdiction's governing authority granting legal authority).
2. The Subgrantee will provide all necessary financial and managerial resources to meet the terms and conditions of receiving federal and state grant assistance.
3. The Subgrantee will use grant funds solely for the purposes for which these funds are provided and as approved by the Governor's Authorized Representative. Allowable costs shall be determined in accordance with any Hazard Mitigation Assistance guidance, and applicable OMB circulars and federal regulations.
4. The payments for approved projects will be on a cost reimbursement basis and subject to receipt and approval of invoices.
5. The Subgrantee is aware that limited funding available for mitigation requires cost sharing, and that the Subgrantee is required to provide the full non-federal share for such mitigation activities.
6. The Subgrantee will establish and maintain a proper accounting system to record expenditure of grant funds in accordance with generally accepted accounting standards or as directed by the Governor's Authorized Representative.
7. The local cost share funding will be available within the specified time.
8. The Subgrantee will give state and federal agencies designated by the Governor's Authorized Representative access to and the right to examine all records and documents related to use of the grant funds.
9. The Subgrantee will return to the state, within 15 days of such request by the Governor's Authorized Representative, any funds, which are not supported by audit or other federal or state review of documentation.
10. The Subgrantee will comply with all applicable codes and standards as pertains to this project and agrees to provide maintenance as appropriate.
11. The Subgrantee will comply with all applicable provisions of federal and state law and regulation in regard to procurement of goods and services.
12. The Subgrantee will begin project work within 90 days of approval of the grant and complete all items of work within the specified period of performance (December 14, 2012 through December 13, 2015) unless an extension is granted to extend the time frame.
13. In connection with the employment of any employee engaged in the performance of work under this grant, Subgrantee will comply with all applicable federal and state statutes and regulations relating to non-discrimination.
14. The Subgrantee will comply with provisions of the Hatch Act limiting the political activities of public employees.
15. The Subgrantee will comply, as applicable, with provisions of the Davis-Bacon Act relating to labor standards.
16. The Subgrantee will comply with the National Flood Insurance Program purchase requirements.
17. The Subgrantee will not enter into cost-plus-percentage-of-cost contracts for completion of Hazard Mitigation Grant projects.
18. The Subgrantee will not enter into any contract, relative to the assistance provided in this grant, having a condition for payment to the contractor being the receipt of state or federal funds by the Subgrantee.
19. The Subgrantee will not enter into any contract with any party, which is debarred or suspended, from participating in federal assistance programs.
20. The Subgrantee will comply with the Cash Management Improvement Act.
21. The Subgrantee, the State and the Federal Emergency Management Agency reserve a royaltyfree, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use any work developed in the course of or under this Agreement for Government purposes. Any publication resulting from work performed under this Agreement shall include an acknowledgement of the Federal Emergency Management Agency and the State's financial support and a statement by FEMA grant number and that the publication does not necessarily reflect FEMA or the State's views.
22. The Subgrantee will provide copies of audit reports that include funds provided under this agreement to:

State of Alabama		State of Alabama
Department of Examiners		Emergency Management Agency
Public Accounts	and	Agency
P. O. Box 302251		P.O. Drawer 2160
Montgomery, AL 36130-2251		Clanton, AL 35046 Attn:
Audit Report Repository		Attn: Hazard Mitigation

Signed for the Subgrantee:

W. D. Carrington, President

Signed for the State:

Art Faulkner, Director

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

Mar-28-2013-208

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute the Agreement to Provide Professional Engineering Services for the Barton Lab And Newfound Number One Pump Station Facility Repairs And Shades Facility Study between Jefferson County and Gresham, Smith and Partners with a cost not to exceed amount of \$27,000.

A G R E E M E N T

PROFESSIONAL ENGINEERING SERVICES FOR

BARTON LAB AND NEWFOUND NUMBER ONE PUMP STATION FACILITY REPAIRS AND SHADES FACILITY STUDY

This AGREEMENT, made this the _____ day of _____, 2013 by and between Jefferson County, Alabama as Party of the First Part, hereinafter referred to as the OWNER, and Gresham, Smith and Partners, as Party of the Second Part, hereinafter referred to as the CONSULTANT.

WHEREAS, the said CONSULTANT has agreed and by these presents does agree with the OWNER for the consideration hereinafter mentioned with payment to be administered by the OWNER to accomplish the analysis, design, specifications and construction management for the Barton Lab and Newfound Number One Pump Station Facility repairs and the study of needed repairs at other buildings at the Shades Facility as outlined in the Scope of Work.

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

ARTICLE I - SCOPE OF WORK

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

The scope of the geographic area of work proposed in this AGREEMENT will include the Newfound Pump Station Number One site north of Birmingham and the Barton Lab and Shades Facility site in Birmingham. The scope of the work shall include furnishing Professional Engineers to provide the services required by this AGREEMENT.

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

SECTION 1 – OBLIGATION OF CONSULTANT TO OWNER

The CONSULTANT will perform the following engineering services Barton Lab and Newfound Number One Pump Station:

1. Assess roof and assembly damage at Barton Lab and Newfound Number One Pump Station.
2. Recommend and document needed repairs or replacement.
3. Prepare Construction Documents including plans, details and specifications describing the needed work.
4. Assist the Owner in preparation of Invitation to Bid and Contractor pre-qualifications.
5. Assist the Owner in the bidding process including responses to questions from bidders, pre-bid meeting, bid opening and tabulation.
6. Conduct and preside over pre-construction and other progress meetings and issue notes for same.
7. Visit the job sites at regular intervals to observe and report on work in place and its adherence to the Contract Documents.
8. Issue final punchlist on missing or deficient work.
9. Assist the Owner with project close-out.

The CONSULTANT will perform the following engineering services for the other fourteen (14) buildings at the Shades Facility besides Barton Lab:

1. Assess any possible roof and assembly damage at each of the other fourteen (14) buildings at the Shades Facility.
2. Submit a written report with photos that includes recommended improvement options for each building.
3. Any further design on the buildings shall be through a change order or separate contract.

SECTION 2 – OBLIGATION OF THE OWNER TO THE CONSULTANT

It is understood that the OWNER will:

1. Furnish requirements for the project and provide full information as to its requirements for the project.
2. Assist the CONSULTANT by placing at their disposal all available information pertinent to the project, including previous reports and any other data relative to the project.
3. Designate a project manager to coordinate CONSULTANT's work and to assist as OWNER's representative with respect to the work to be performed under this AGREEMENT.
4. Examine studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the CONSULTANT and render decisions in writing pertaining thereto within a reasonable time so as not to delay the services of the CONSULTANT.
5. Guarantee legal access to and make all provisions for the CONSULTANT to enter upon public and private lands as required for the CONSULTANT to perform the work under this AGREEMENT.
6. Advertise for proposals from bidders, open the proposals at the appointed time and place, and pay for all costs incidental thereto.
7. Give prompt written notice to the CONSULTANT whenever the OWNER's observer's or otherwise becomes aware of any defect in the project.
8. Negotiate any right-of-way or easements with property owners.
9. Record right-of-way or easement acquisition documents in the Probate Office of Jefferson County.
10. Assume all costs of archaeological and vegetative studies, if required.
11. Assume all costs of environmental site assessments, if required.
12. Assume all costs of public hearings, if required.
13. Assume all costs for railroad permit fees, if required.
14. Assume all costs for flow monitoring within study area, if required.

SECTION 3 – CONFERENCES AND VISITS TO SITE

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

ARTICLE II - TIME OF BEGINNING AND COMPLETION

1. The CONSULTANT agrees to start work on the professional services outlined under Article I of this AGREEMENT within ten (10) days upon receipt of written notice from the OWNER to proceed. The OWNER will not notify the CONSULTANT to commence work until this AGREEMENT has been formally approved by both parties.
2. The work to be performed shall be performed within eight (8) months after NTP. This includes two (2) months for design and six (6) months for advertisement, bidding, procurement including Commission approval, construction, and final acceptance.
3. In case the OWNER deems it advisable or necessary in the execution of the work to make any alteration which will increase or decrease the scope of work outlined in this AGREEMENT, the time limits specified herein may be adjusted in accordance with Article IV, Section 1.
4. At the completion of this contract, the OWNER and the CONSULTANT may decide at the OWNER'S option to enter into negotiations to extend the scope of work and time of the contract.

ARTICLE III - PAYMENT

SECTION 1

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

For the work contemplated under Article I, Section 1, the OWNER will pay the CONSULTANT an amount not to exceed twenty-seven thousand dollars (\$27,000), based upon the attached Fee Schedule which is hereby incorporated as a part of this AGREEMENT. This contract amount shall not be exceeded except by formal amendment to this agreement.

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

SECTION 2

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

ARTICLE IV - MISCELLANEOUS PROVISIONS

SECTION 1 - CHANGES OF WORK

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

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

SECTION 2 - OWNERSHIP OF ENGINEERING DOCUMENTS

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

SECTION 3 - CONSULTANT'S ENDORSEMENT

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

SECTION 4 - DELAYS AND EXTENSIONS

1. In the event that unavoidable delays prevent completion of the services to be performed under this AGREEMENT in the time specified in Article II - Time of Beginning and Completion, the OWNER may grant a time extension to any or all phases of the work, provided written application is made by the CONSULTANT within ten (10) days after the alleged delay has occurred.
2. In the event that delays are deemed avoidable by the OWNER and time extensions are not granted, the CONSULTANT may be subjected to a liquidated damages charge of \$100.00 per day for each calendar day exceeding the time specified in Article II.

SECTION 5 - TERMINATION OR ABANDONMENT

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

SECTION 6 – TERMINATION OF CONTRACT FOR BREACH

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

the conditions for which complaint is made, the OWNER may declare the Contract terminated and will notify the Consultant accordingly.

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

SECTION 7 - CONTROVERSY

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

SECTION 8 – RESPONSIBILITY FOR CLAIMS AND LIABILITY

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

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

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

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

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

SECTION 9 - GENERAL COMPLIANCE WITH LAWS

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

SECTION 10 - SUBLETTING, ASSIGNMENT OF TRANSFER

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

SECTION 11 - EMPLOYMENT OF COUNTY WORKERS

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

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

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

SECTION 12 - CONTROL

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

SECTION 13 - CONDITIONS AFFECTING WORK

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

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

A. Non-Discrimination:

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

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

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

C. Sanctions of Noncompliance:

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

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

SECTION 14 - GOVERNING LAW/DISPUTE RESOLUTION

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

SECTION 15 - Alabama Code Section 31-13-9.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

ARTICLE V

SECTION 1 - EXECUTORY CLAUSE

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

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

ARTICLE VI

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures, Company on the ____ day of _____, 2013, and the OWNER on the ____ day of _____, 2013.

Gresham, Smith and Partners
James C. Griffo, AIA, Principal

RECOMMENDED:

David Denard, Director of Environmental Services

APPROVED:

W.D. Carrington, President

Jefferson County Commission

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

Mar-28-2013-209

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute a Conditional Consent to Encroachment and Release of Damages Agreement between Jefferson County and Burr Investments, LLC regarding an encroachment within a County sanitary sewer easement. There is no cost to the County associated with said agreement.

CONDITIONAL CONSENT TO ENCROACHMENT AND RELEASE OF DAMAGES

THIS AGREEMENT made as of the day of , 20 , by and between JEFFERSON COUNTY, ALABAMA (the "County") and BURR INVESTMENTS, LLC (the "Owner").

RECITALS:

Owner is the owner of real property located at 3316 2nd Avenue North, Birmingham AL. 35222, more particularly described as Lot 1 B of Thompson's Subdivision, recorded in Map Book 169, Page 54, in the Probate Office of Jefferson County, Alabama, Birmingham Division. Owner has a heavy industrial structure, enclosed on 3 sides, with a roof and containing an overhead 3 ton crane rail over an existing sanitary sewer main located inside a sanitary sewer easement. Two of the structures support columns are located within 4 feet of the centerline of the sanitary sewer main (as shown on Exhibit "A", attached collectively, the "Improvements"), for the purpose of serving the Owner property. Owner and County mutually desire to enter into this Agreement to address the encroachment of the Improvements within the Easement.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals and the mutual agreements herein, the parties agree as follows:

1. In consideration of the mutual agreements herein, Owner agrees that the County may utilize the Easement for all intended purposes of the Easement, including, without limitation, any installation, repair, maintenance or replacement of sanitary sewer lines (collectively, the "Easement Rights"). Should the County deem it necessary to remove or disturb any of the Improvements in order to utilize the Easement for its intended purposes or exercise the Easement Rights on subject property, the County shall do so at any time. The reasonable methodology for installation, repair, maintenance or replacement of sewer lines is totally at the discretion of the County and its Department of Environmental Services. If Owners' Improvements are removed and/or damaged in any way whatsoever due to the exercise of our easement rights, the responsibility for the replacement/repair of Owner's Improvements or any personal property within the Improvements or for any cost associated with repairs to any personal property within the Improvements or to the Improvements will be borne solely by the Owner. Owner fully and forever releases and discharges the County from any and all liability, cost, or expense resulting from any damage to the Improvements or any personal property within the Improvements suffered or incurred by Owner as a result of the County's exercise of its Easement Rights inside the easement or improvements adjacent to the easement.
2. Subject to the foregoing agreements of Owner and the terms of this Agreement, the County grants Owner a license to continue the requested encroachment and that no other or greater or further improvements or encroachment whatsoever will be allowed. No such past, present or future encroachment whatsoever will constitute an adverse possession by Owner of the Easement or Easement Rights or constitute any form of waiver or abandonment of all or any part of the Easement or of any Easement Rights.
3. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.
4. This Agreement together with the Easement constitutes the full and complete agreement of the parties with respect to the subject matter hereof, supersedes all prior discussions, correspondence and agreements with respect to the subject matter hereof and cannot be modified or amended except by a subsequent written agreement signed by Owner and the County.
5. The Owner agrees that in the event this Agreement is challenged by legal means by said Owner as a result of the County exercising its Easement Rights to install repair, maintain or replace said sewer lines per this Agreement (listed in detail in Item number one, above),

any delays to the County's ability to exercise said Easement Rights as a result of said challenge that results in any additional fines assessed by U.S. Environmental Protection Agency and the Alabama Department of Environmental Management as well as the cost of the cleanup of any sewage as a result of said challenge/delay will be the responsibility of the Owner. Also, the Owner is responsible for the cost of any damage to others including but not limited to personal property and bodily injury as a result of said challenge/delay. Furthermore, Owner agrees to pay all court cost incurred by the County as result of the aforementioned.

6. This Agreement shall run with the land and be binding upon and inure to the benefit of the parties and their respective heirs, administrators, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first set forth above.

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

BURR INVESTMENTS, LI

_____, Member

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

Mar-28-2013-210

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of Alton Head to serve on the Birmingham Fire District Board of Directors, for a five year term ending January, 2018, be and hereby is approved.

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

Mar-28-2013-211

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the reappointment of Don R. Burchfield to serve in Place #3 of the Warrior River Water Authority Board of Directors, for a six year term ending March 1, 2019, be and hereby is approved.

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

JEFFERSON COUNTY COMMISSION
Finance Department
Unusual Demands
3/28/2013

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	DocNo
DISTRICT 1	1000193	JEFFERSON CO TREASURER	ROLL OF REFLECTIVE TAPE FOR PARKING DECK PROJECT	GEN SVCS: ADMIN	96.26	1900069181
DISTRICT 1	1005299	REGIONS BANK-CORP TRUST	STANDBY LETTER OF CREDIT - OCIP	GEN SVCS: ADMIN	16,162.71	1900069519
*DISTRICT 1					16,258.97	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CDL RENEWAL - L. BALDWIN - KETONA	R&T: HIWAY MAINT-KETONA	19.75	1900069299
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CDL RENEWAL, TEST FEE, REPLACEMENT KIT, WRENCHES	R&T: HIWAY MAINT-BESS	180.78	1900069186
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CDL RENEWAL - RENEWAL FOR ADAM HAYGOOD	R&T: TRAFFIC ENGIN	30.00	1900069265
DISTRICT 2	1000193	JEFFERSON CO TREASURER	COUPLER, SNAP SWIVEL, CABLE HOIST, SPONGE RUBBER	R&T: HIWAY MAINT-KETONA	81.69	1900069196
*DISTRICT 2					312.22	
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REVENUE-SMALL OFFICE EQUIPMENT(PRINTERS (2)-BESS.	REVENUE	170.00	1900069200
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REVENUE-REIMB. POSTAGE-BIRMINGHAM(TITLE APP) 67.50	REVENUE	67.50	1900069199
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REVENUE-SMALL OFFICE EQUIPMENT(PRINTERS (2)-BESS.	REVENUE	196.00	1900069201
DISTRICT 3	1000193	JEFFERSON CO TREASURER	RUBBER STAMPS	SHER CORRECT-BIRMINGHAM	68.80	1900069123
*DISTRICT 3					502.30	
DISTRICT 4	1000193	JEFFERSON CO TREASURER	PETTY CASH FOR MILEAGE FOR EDUCATION PROGRAM TO HB	STORM WATER MGT DEPT	99.23	1900068977
DISTRICT 4	1000193	JEFFERSON CO TREASURER	REIMB P.RICHARDSON FOR LATE FEE MEMBERSHIP LICENSE	LAND DEVELOPMENT	50.00	1900069231
DISTRICT 4	1000193	JEFFERSON CO TREASURER	EMA - SAM'S RENEWAL, HARD DRIVES, SERVER BATTERIES	EMA	589.50	1900069295
DISTRICT 4	1001598	THE BIRMINGHAM NEWS	EMA - LEPC YEARLY LEGAL AD BHAM NEWS	EMA	132.00	1900069198
DISTRICT 4	1030097	STEVE COCHRAN	SR GRANT REIMBURSEMENT - STEVE COCHRAN	EMA	3,511.16	1900069296
DISTRICT 4	1030506	DAVID SORRELLS	SR GRANT REIMBURSEMENT - DAVID SORRELLS	EMA	4,000.00	1900069211
DISTRICT 4	1030697	PHILLIP PEOPLES	SR GRANT REIMBURSEMENT - PHILLIP PEOPLES5	EMA	4,000.00	1900069207
DISTRICT 4	1030708	OTIS OR MARGARET CRIM	SR GRANT REIMBURSEMENT - OTIS OR MARGARET CRIM	EMA	4,000.00	1900069208
DISTRICT 4	1030713	REBECCA A PROVOST	SR GRANT REIMBURSEMENT - REBECCA PROVOST	EMA	3,971.25	1900069209
DISTRICT 4	1030727	RICHARD M SUMMERVILLE	SR GRANT REIMBURSEMENT - RICHARD SUMMERVILLE	EMA	4,000.00	1900069210
DISTRICT 4	1030753	WENDY L WEBER	SR GRANT REIMBURSEMENT - WENDY WEBER	EMA	4,000.00	1900069212
*DISTRICT 4					28,353.14	
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PVC PARTS FOR WATER LINE AT WARRIOR	ES: TURKEY CREEK WWTP	10.47	1900068412
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BINDERS FOR MWPP REPORTS 2012	ES: TURKEY CREEK WWTP	12.97	1900068522
DISTRICT 5	1000193	JEFFERSON CO TREASURER	REFRESHMENTS FOR SEWER ADJUSTMENT TRAINING	ES: SANITATION ADMIN	51.41	1900068976

DISTRICT 5	1000193	JEFFERSON CO TREASURER	WASTEWATER GRADE IV OPERATOR CERTILFICATE RENEWAL	ES: SANITATION ADMIN	40.00	1900068978
DISTRICT 5	1000193	JEFFERSON CO TREASURER	MEMBERSHIP DUES;WATER;	ES: FIVE MILE CREEK WWTP	204.50	1900068904
DISTRICT 5	1000193	JEFFERSON CO TREASURER	GALV BUSHING,1/4 HEX LAG SCREWS,IMPACT ADAPTER,KUN	ES: PKAGE WWTP & PUMP STA	188.01	1900068962
DISTRICT 5	1000193	JEFFERSON CO TREASURER	DRILL BIT	ES: CAHABA RIVER WWTP	15.09	1900068754
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SANDPAPER BULBS SHIPPING PAINT REFRIDG FILTER 2-20	ES: VALLEY CREEK WWTP	1,097.77	1900068886
DISTRICT 5	1000193	JEFFERSON CO TREASURER	LABEL MAKER;FILTERS;METRICS TOOLS;SHOP VAC;	ES: INSTRUMENT SHOP	371.62	1900068971
DISTRICT 5	1000193	JEFFERSON CO TREASURER	COVERALL;SOLAR PANEL;	ES: VILLAGE ELEC SHOP	433.36	1900068972
DISTRICT 5	1000193	JEFFERSON CO TREASURER	FIRST AID SUPPLIES, GUAGES	ES: VILLAGE MAINT SHOP	138.10	1900068889
DISTRICT 5	1000193	JEFFERSON CO TREASURER	REPLACEMENT BATTERY FOR COUNTY VEHICLE	ES: SANITATION ADMIN	49.00	1900068893
DISTRICT 5	1000193	JEFFERSON CO TREASURER	POSTAGE FOR DOCUMENTS MAILED TO EPA	ES: SANITATION ADMIN	20.66	1900068902
DISTRICT 5	1000193	JEFFERSON CO TREASURER	KITCHEN ITEMS;POSTAGE;HYTREL SLEEVE;	ES: FIVE MILE CREEK WWTP	320.04	1900068903
DISTRICT 5	1000193	JEFFERSON CO TREASURER	INKJETS,FED EX,SPRAYER TANK,FUSE,CAPACITOR,GASKET,	ES: TV INSPEC & GROUTING	396.03	1900068849
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CDL,CASCADE,WIRE,RELAY,PARTS FOR RADIO,HOSE	ES: SHADES LINE MAINT	343.12	1900068850
DISTRICT 5	1000193	JEFFERSON CO TREASURER	COOLER FOR STORM WATER SAMPLES	ES: CAHABA RIVER WWTP	16.48	1900068679
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CDL, 20 AMP OUTLETS, SCAN DISC	ES: ADMIN LINE MAINT	101.88	1900068852
DISTRICT 5	1000193	JEFFERSON CO TREASURER	HP Q3655A 110-VOLT FUSER KIT	ES: SANITATION ADMIN	99.99	1900068901
DISTRICT 5	1000193	JEFFERSON CO TREASURER	LUMBER;SEALERS;SCREWS;BEARINGS;EXPANSION JOINTS;	ES: FIVE MILE MAINT SHOP	481.88	1900068845
DISTRICT 5	1000193	JEFFERSON CO TREASURER	UPS UNITS FOR WARRIOR	ES: TURKEY CREEK WWTP	167.97	1900068801
DISTRICT 5	1000193	JEFFERSON CO TREASURER	IMPELLER REPAIR	ES: VILLAGE MAINT SHOP	447.00	1900068848
DISTRICT 5	1000193	JEFFERSON CO TREASURER	WELDING GASES	ES: CAHABA RIVER WWTP	24.25	1900068879
DISTRICT 5	1000193	JEFFERSON CO TREASURER	GLOVES	ES: CAHABA RIVER WWTP	14.98	1900068880
DISTRICT 5	1000193	JEFFERSON CO TREASURER	GATEWAY COMMUNICATION FOR ETHERNET 5-MILE WWTP	ES: FIVE MILE CREEK WWTP	262.95	1900069107
DISTRICT 5	1000193	JEFFERSON CO TREASURER	WIRE ROPE;CEMENT;PRIMER;LINER;CHEM-PAN;PIPE;	ES: FIVE MILE MAINT SHOP	278.24	1900069111
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PHONE CHARGERS;MODULES;	ES: FIVE MILE CREEK WWTP	331.97	1900069117
DISTRICT 5	1000193	JEFFERSON CO TREASURER	MAILING OF EPA DOCUMENTS & PARTS FOR COUNTY VEHICL	ES: SANITATION ADMIN	49.08	1900069153
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BATTERIES,WORK BOOTS,USB CABLE,STEEL,PARTS FOR RAD	ES: SHADES LINE MAINT	564.80	1900069205
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SHIPPING OF CAMERAS,PIN EXTRACTOR,THUMB DRIVES,CON	ES: TV INSPECN & GROUTING	137.21	1900069206
DISTRICT 5	1000193	JEFFERSON CO TREASURER	AIR FILTERS, HOSE	ES: TRUSSVILLE WWTP	129.64	1900069197
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SOAP AND CLEANERS FOR COUNTY VEHICLES	ES: LEEDS WWTP	7.85	1900069188
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CAMERA & CARDS;LCD PANEL;	ES: FIVE MILE CREEK WWTP	164.47	1900069034
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PLASTIC JUGS FOR LAB SAMPLES	ES: LEEDS WWTP	97.20	1900069238
DISTRICT 5	1000193	JEFFERSON CO TREASURER	DRAIN CLEANER	ES: CAHABA RIVER WWTP	19.96	1900069130
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CDL PORTION OF ANDY HUDSON'S DRIVER LICENSE	ES: CAHABA RIVER WWTP	20.00	1900069193
DISTRICT 5	1000193	JEFFERSON CO TREASURER	7/8" ALL THREAD FOR GEAR BOX REPAIR	ES: CAHABA RIVER WWTP	47.07	1900069194
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SAFETY GLASSES, SLINGERS, TUBE,FILTER, ANCHOR	ES: VILLAGE MAINT SHOP	317.31	1900069267
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BRACKET TO MOUNT VISE ON SERVICE TRUCK	ES: CAHABA RIVER WWTP	39.72	1900069131
DISTRICT 5	1000193	JEFFERSON CO TREASURER	FITTING TO REPAIR PLANT WATER LEAK	ES: CAHABA RIVER WWTP	7.61	1900069132
DISTRICT 5	1000193	JEFFERSON CO TREASURER	GARY NELSON'S GRADE IV RENEWAL	ES: SANITATION ADMIN	160.00	1900069487
DISTRICT 5	1002986	CHRISTINA K DECKER	USA V. JEFFCO-HEARING TRANSCRIPT 2/27/13	COUNTY ATTORNEY	552.25	1900069187
DISTRICT 5	1018898	JOHN CONLEY	ASSESSORJOHNCONLEY-2013POLICE/SHERIFFCAPTDEV	PER BD: TESTING	290.39	1900069302
DISTRICT 5	1024635	GREGORY SANDERS	ASSESSORGREGORYSANDERS-2013POLICE/SHERIFFCAPTDEV	PER BD: TESTING	125.00	1900069304
DISTRICT 5	1024718	BLANCHE NICHOLS	ASSESSORBLANCHENICHOLS-2013POLICE/SHERIFFCAPTDEV	PER BD: TESTING	263.51	1900069303
DISTRICT 5	1024719	FELECIA NORRIS	ASSESSOR-FELECIANORRIS-2013POLICE/SHERIFFCAPTDEV	PER BD: TESTING	229.00	1900069297
DISTRICT 5	1024725	SANDRA SPAGNOLI	ASSESSORSANDRASPAIGNOLI-2013POLICE/SHERIFFCAPTDEV	PER BD: TESTING	125.00	1900069305
DISTRICT 5	1029416	JOSEPH TAYLOR	ASSESSORJOSEPH TAYLOR-2013POLICE/SHERIFFCAPTDEV	PER BD: TESTING	453.86	1900069308
DISTRICT 5	1030550	LIEUTENANT FRANK DIAZ	ASSESSORS-CORRECTED-FRANKDIAZ-2012 FIREAPPARATUSO	PER BD: TESTING	468.44	1900069112
DISTRICT 5	1030691	TERRY W HERREN	REFUND FOR OVERPAYMENT & FB I 4-19730(D)	FINANCE SEWER SERVICES	35.33	1900069234
DISTRICT 5	1030911	GAZELLE LLC -GRAMHAM CO	REFUND FOR SPRINKLER ADJ R3-2480001(C)	FINANCE SEWER SERVICES	3,000.00	1900068744
DISTRICT 5	1030934	MADISON OSLIN INC	REFUND FOR OVERPAYMENT & FB I 2-3380(D)	FINANCE SEWER SERVICES	227.85	1900069236
DISTRICT 5	1030956	FREDDIE DUNCAN	REFUND FOR OVERPAYMENT & FB W0-92073(D)	FINANCE SEWER SERVICES	11.78	1900069242
DISTRICT 5	1030962	RONALD B. WEBB	RONALD WEBB INSURANCE REFUND PREMIUM	HUMAN RESOURCES ADMIN	223.09	1900069105
DISTRICT 5	1030976	LINDA BROWN	REFUND FOR OVERPAYMENT & FB W0-826(D)	FINANCE SEWER SERVICES	8.00	1900069252
DISTRICT 5	1030977	FAITH CHAPEL CHRISTIAN CNTR	REFUND FOR OVERPAYMENT & FB N 3708-1725(L#2)	FINANCE SEWER SERVICES	77.42	1900069259
DISTRICT 5	1031038	DAVID BOYD	ASSESSORDAVIDBOYD-2013POLICE/SHERIFFCAPTDEV	PER BD: TESTING	555.11	1900069301
DISTRICT 5	1031039	VINCENT JACKSON	ASSESSORVINCENTJACKSON-2013POLICE/SHERIFFCAPTDEV	PER BD: TESTING	125.00	1900069306
DISTRICT 5	1031041	KENNETH PRATT	ASSESSORKENNETHPRATT-2013POLICE/SHERIFFCAPTDEV	PER BD: TESTING	175.00	1900069307
*DISTRICT 5					14,627.69	
**					60,054.32	

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

Mar-28-2013-212

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the independent audit performed by Warren Averett, LLC of the financial statements of the Jefferson County Commission for the fiscal year ending September, 30, 2011, is hereby accepted.

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

Mar-28-2013-213

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 03/05/13 - 03/11/13

1. COOPER GREEN MERCY HEALTH SERVICES FROM DIAGNOSTICA STAGO, BOSTON, MA, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR STAGO REAGENTS AND SUPPLIES FOR HEMATOLOGY LABORATORY FOR THE PERIOD OF 9/30/2013. THIS IS A SIXTY-MONTH CONTRACT. SAP PURCHASE ORDER # 2000065979

- CHANGE ORDER \$18,000.00 CLARITY CONTRACT # CON-00003594 PURCHASE ORDER \$33,000.00 TOTAL
2. COOPER GREEN MERCY HEALTH SERVICES FROM CARDINAL HEALTH, ATLANTA, GA, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR MICROBIOLOGY SUPPLIES FOR THE PERIOD THROUGH 9/30/2013.
SAP PURCHASE ORDER # 2000068481 CHANGE ORDER \$ 1,500.00 REFERENCE BID #34-12
PURCHASE ORDER \$ 5,900.00 TOTAL
 3. JEFFERSON COUNTY'S ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM NEXAIR LLC, MEMPHIS, TN, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR OXYGEN, ACTELYNE AND OTHER GASES FOR THE PERIOD THROUGH 9/30/2013 TO PAY PAST DUE INVOICES FOR BOTTLE GASES.
SAP PURCHASE ORDER # 2000068697 CHANGE ORDER \$ 6,000.00 REFERENCE BID # 56-12
PURCHASE ORDER \$ 9,000.00 TOTAL
 4. COOPER GREEN MERCY HEALTH SERVICES FROM SIEMENS HEALTHCARE DIAGNOSTICS, DALLAS, TX, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PAY PAST DUE INVOICES FOR MICROSCAN / MICROBIOLOGY SUPPLIES FOR THE PERIOD THROUGH 9/30/2013. SAP PURCHASE ORDER # 2000068815
CHANGE ORDER \$ 425.00 REFERENCE BID # 2-10 PURCHASE ORDER \$12,090.99 TOTAL
 5. COOPER GREEN MERCY HEALTH SERVICES FROM IMMUCOR INCORPORATED, ATLANTA, GA, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PAY FOR REAGENTS AND SUPPLIES FOR HEMATOLOGY LABORATORY FOR THE PERIOD THROUGH 9/30/2013. SAP PURCHASE ORDER # 2000069370
CHANGE ORDER \$ 2,000.00 REFERENCE BID # 23-11 PURCHASE ORDER \$21,550.00 TOTAL
 6. JEFFERSON REHABILITATION AND HEALTH SERVICES (JRHC) FROM ALABAMA NURSING HOME ASSOCIATION, MONTGOMERY, AL, TO PAY ANNUAL DUES FOR LONG TERM CARE AUXILLARY ACTIVITY /SOCIAL SERVICE (LTC).
SAP PURCHASE ORDER # 2000071009 \$23,318.80 TOTAL INVOICE # 4018, DATED: 12/10/12
 7. ROADS AND TRANSPORTATION FROM QUALITY TRAFFIC SYSTEMS, NASHVILLE, TN, TO PURCHASE CONFLICT MONITORS FOR TRAFFIC SIGNALS. SAP PURCHASE ORDER # 2000071629 \$7,575.00 TOTAL
STATE OF ALABAMA CONTRACT # 4012141, T133
 8. ENVIRONMENTAL SERVICES: VILLAGE ELECTRICAL SHOP FROM THOMPSON POWER SYSTEMS, BIRMINGHAM, AL, TO REPAIR MAINTENANCE EQUIPMENT. SAP PURCHASE ORDER # 2000071634 \$9,352.34 TOTAL
NATIONAL IPA# 120377
 9. ENVIRONMENTAL SERVICES: VALLEY CREEK WWTP FROM JIM HOUSE AND ASSOCIATES, BIRMINGHAM, AL, TO REPAIR 10HP SUBMERSIBLE FLYGT PUMP, MODEL # NP3127 422.
SAP PURCHASE ORDER # 2000071663 \$9,882.00 TOTAL
 10. ROADS AND TRANSPORTATION (FLEET MANAGEMENT) FROM INGRAM EQUIPMENT COMPANY LLC, PELHAM, AL, TO PURCHASE CUES SEWER INSPECTION TV TRUCK -(2013) FORD F550, 4WD TV TRUCK WITH THREE (3) CRAWLERS AND TWO (2) CAMERAS. SAP PURCHASE ORDER # 2000071700 \$189,400.00 TOTAL
REFERENCE BID #84-12
 11. EMERGENCY MANAGEMENT AGENCY (EMA) FROM METRO TRAILER, PELHAM, AL, FOR THE RENTAL OF TWO 40' 2013 AMAS EXERCISE CONTAINERS FOR EMA - \$3,000 / CONTAINER, PLUS \$90 DELIVERY CHARGE PER EACH - (USED). SAP PURCHASE ORDER # 2000071721 \$6,180.00 TOTAL
 12. JEFFERSON COUNTY COMMISSION AND PACA MEMBERS FROM DIGITEL, BIRMINGHAM, AL, CONTRACT RENEWAL FOR TELECOMMUNICATIONS EQUIPMENT FOR THE PERIOD OF MARCH 27, 2013 TO MARCH 26, 2014. REBID FY2014. REFERENCE BID # 51-11
 13. INFORMATION TECHNOLOGY FROM DYNAMIX GROUP, BIRMINGHAM, AL, CONTRACT RENEWAL FOR DATA CENTER HARDWARE. REBID FY2015. REFERENCE BID # 62-12
 14. JEFFERSON COUNTY SHERIFF'S DEPARTMENT FROM TALTON/TELMATE, SAN FRANCISCO, CA, TO AWARD BID FOR PAY AND INMATE TELEPHONE SERVICES AND OPTIONAL VIDEO VISITATION SYSTEM.
REFERENCE RFP # 182-12

For Week of 03/12/13 - 03/18/13

1. ENVIRONMENTAL SERVICES: VILLAGE CREEK WWTP FROM INDIAN SPRINGS SPECIALTY INCORPORATED, BALDWINVILLE, NY, TO ADD FREIGHT TO PURCHASE ORDER FOR CHEMICAL KITS.
SAP PURCHASE ORDER # 2000066921 FREIGHT \$ 185.04 PURCHASE ORDER \$5,160.04 TOTAL
2. COMMUNITY AND ECONOMIC DEVELOPMENT FROM THE BIRMINGHAM TIMES, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR ADVERTISING SERVICES FY 2013.

- SAP PURCHASE ORDER # 2000070458 CHANGE ORDER \$2,750.00 PURCHASE ORDER \$7,500.00 TOTAL
3. COOPER GREEN MERCY: ADMINISTRATION FROM USA MOBILITY WIRELESS INCORPORATED, DALLAS, TX, CHANGE ORDER TO ADD FUNDS TO PAY OPEN INVOICES AND FINAL INVOICE.
- SAP PURCHASE ORDER # 2000071305 CHANGE ORDER \$3,957.55 PURCHASE ORDER \$6,957.55 TOTAL
4. YOUTH DETENTION: ADMINISTRATION FROM CAPITOL CHEVROLET, MONTGOMERY, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR CHEVROLET EXPRESS VAN, 2013.
- SAP PURCHASE ORDER # 2000071661 CHANGE ORDER \$ 3,200.00
- STATE OF ALABAMA CONTRACT #4012412, T191A PURCHASE ORDER \$ 88,229.60 TOTAL
5. REVENUE DEPARTMENT - ADMINISTRATION FROM NCP INCORPORATED, BIRMINGHAM, AL, TO PURCHASE TAX COUPON BOOKS FOR THE PERIOD OF 10/01/12 - 9/30/13. SAP PURCHASE ORDER # 2000071741 \$27,000.00 TOTAL REFERENCE BID # 152-10
6. ENVIRONMENTAL SERVICES DEPARTMENT FROM PENINSULAR TECHNOLOGIES, ADA, MI, TO PURCHASE PIPE TECH SOFTWARE AND TRAINING. SAP PURCHASE ORDER # 2000071764 \$7,520.00 TOTAL
7. GENERAL SERVICES - ADMINISTRATION FROM SERVPRO OF BIRMINGHAM, PELHAM, AL, OPEN PURCHASE ORDER FOR DISASTER RESTORATION AND RECOVERY FOR THE PERIOD OF 10/01/12 - 9/30/13. SAP PURCHASE ORDER # 2000071782 \$5,000.00 TOTAL TCPN CONTRACT # 85034
8. ENVIRONMENTAL SERVICES DEPARTMENT: VALLEY CREEK WWTP FROM JIM HOUSE & ASSOCIATES, BIRMINGHAM, AL, TO PURCHASE UV PARTS AND ACCESSORIES FOR TROJAN PUMP. SAP PURCHASE ORDER # 2000071798 \$336,754.00 TOTAL CLARITY CONTRACT # CON-00004430
9. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM SOUTHLAND INTERNATIONAL TRUCKS INCORPORATED, BIRMINGHAM, AL, TO PURCHASE TERRA STAR INTERNATIONAL CREW CAB WITH FLAT BED (2013). SAP PURCHASE ORDER # 2000071805 \$56,141.46 TOTAL STATE OF ALABAMA CONTRACT # 4011358, T193A
10. ACKNOWLEDGMENT FOR THE JEFFERSON COUNTY SHERIFF'S DEPARTMENT: BIRMINGHAM ENFORCEMENT FROM COBAN TECHNOLOGIES INCORPORATED, HOUSTON, TX, TO PURCHASE FIVE (5) COBAN IN-CAR CAMERA SYSTEMS. SAP PURCHASE ORDER # 2000071807 \$31,321.70 TOTAL REFERENCE BID # 49-13
11. JEFFERSON COUNTY DEPARTMENTS FROM SOUTHLAKE CAPITAL LLC, BIRMINGHAM, AL, TO AWARD BID FOR MASTER LEASING FOR THE PERIOD OF 5/01/13 - 4/30/14. REFERENCE BID # 60-13
12. JEFFERSON COUNTY COMMISSION DEPARTMENTS, ENTITIES AND PACA MEMBERS FROM ALABAMA TITLE SERVICES, BIRMINGHAM, AL, TO AWARD CONTRACT FOR TITLE SERVICES. CONTRACT ENROUTE. REFERENCE BID # 51-13
13. ENVIRONMENTAL SERVICES DEPARTMENT FROM REVERE CONTROL SYSTEMS INCORPORATED, BIRMINGHAM, AL, RECOMMENDATION AWARD TO PROVIDE ROCKWELL AUTOMATION PARTS AND SERVICES FOR WWTP'S FOR THE PERIOD OF 3/28/2013 - 3/27/2014. REFERENCE BID # 72-13
14. ENVIRONMENTAL SERVICES DEPARTMENT FROM HYDRA SERVICE INCORPORATED, BIRMINGHAM, AL, TO AWARD BID FOR BORGER TYPE PUMPS, PARTS AND SERVICE FOR WWTP'S FOR THE PERIOD OF 3/28/2013 - 3/27/2014. REFERENCE BID # 73-13
15. BOARD OF EQUALIZATION FROM LONG LEWIS OF THE SHOALS, MUSCLE SHOALS, AL, TO PURCHASE FORD EXPLORER, 2013, MID-SIZE, SUV, 2WD, SEVEN (7) PASSENGER. SAP PURCHASE ORDER # 2000071936 \$23,470.50 TOTAL STATE OF ALABAMA CONTRACT # 4012423, T191
16. ENVIRONMENTAL SERVICES DEPARTMENT FROM HYDRA SERVICE INCORPORATED, BIRMINGHAM, AL, TO PROVIDE PARTS AND SERVICE FOR BORGER PUMPS. SAP PURCHASE # 2000072012 \$25,624.86 TOTAL REFERENCE BID # 73-13
17. ENVIRONMENTAL SERVICES DEPARTMENT FROM REVERE CONTROL SYSTEMS INCORPORATED D/BA/ THE REVERE GROUP FOR PARTS, BIRMINGHAM, AL, TO PURCHASE DEWATERING COMMUNICATIONS UPGRADE. SAP PURCHASE ORDER # 2000071328 \$100,547.34 TOTAL REFERENCE BID # 72-13
18. ENVIRONMENTAL SERVICES DEPARTMENT FROM PERKIN ELMER, CHICAGO, IL, TO PROVIDE ANNUAL REPAIR MAINTENANCE AGREEMENT FOR PREVENTIVE PROTECTION FOR ICP SYSTEM FOR THE PERIOD OF 3/04/13 - 3/03/14. SAP PURCHASE ORDER # 2000072015 \$11,460.00 TOTAL

AMENDMENT NO. 1

For Week of 02/12/13 - 02/18/13

REFERENCE: PURCHASING DIVISION AGENDA REPORT

For Week of 02/12/13 - 02/18/13
Committee Meeting FEBRUARY 26, 2013
For Commission Approval
FEBRUARY 28, 2013

To amend from:

13. INFORMATION TECHNOLOGY FROM LASALLE LEASING SYSTEMS, ROSEMONT, IL, TO AWARD BID FOR SMARTNET MAINTENANCE FOR CISCO EQUIPMENT. REFERENCE BID # 63-13

To amend to:

13. INFORMATION TECHNOLOGY FROM LASALLE LEASING SYSTEMS, ROSEMONT, IL, TO AWARD BID FOR SMARTNET MAINTENANCE FOR CISCO EQUIPMENT. REFERENCE BID # 63-13 \$80,663.46 TOTAL
SHOPPING CART # 1000192064

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

Mar-28-2013-214

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

For Week of 03/05/13 - 03/11/13

1. EXCEPTION FOR COOPER GREEN MERCY HEALTH SERVICE FROM GLOBAL PHARMACEUTICAL, EFFINGHAM, IL, TO PAY INVOICE # 25177 FOR PHARMACY BENEFITS MANAGEMENT SERVICES RENDERED DURING THE PERIOD OF 2/1/2013 - 2/15/2013. NEW CONTRACT TO PROVIDE SERVICES AWARDED TO DATA RX MANAGEMENT ON 9/11/12 VIA RFP 16-11. SAP PURCHASE ORDER # 2000071726 \$2,710.32 TOTAL

For Week of 03/12/13 - 03/18/13

1. EXCEPTION FOR COOPER GREEN MERCY HEALTH SERVICES FROM GLOBAL PHARMACEUTICAL, EFFINGHAM, IL, TO PAY INVOICE # 25178 FOR PHARMACY BENEFITS MANAGEMENT SERVICES FOR THE PERIOD OF 2/16/2013 - 2/28/2013. SAP PURCHASE ORDER # 2000071750 \$2,605.44 TOTAL
2. EXCEPTION FOR COOPER GREEN MERCY HEALTH SERVICES FROM J P MORGAN CHASE, CHICAGO, IL, FOR BED LEASE PAYOFF. SHOPPING CART # 1000196393 \$135,241.00 TOTAL LEASE CONTRACT # 030-0045296-001

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

Mar-28-2013-215

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Encumbrance Reports for the week of 3/5/13 - 3/11/13 and 3/12/13 - 3/18/13, be and hereby is approved.

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

Mar-28-2013-216

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following intergovernmental agreement between Jefferson County, Alabama and St. Clair County Schools as a participant in the Jefferson County Regional Purchasing Cooperative.

INTERGOVERNMENTAL AGREEMENT ESTABLISHING

THE JEFFERSON COUNTY REGIONAL PURCHASING COOPERATIVE

This Agreement made this 25th day of February, 2013, between the County of Jefferson, Alabama, and such other public bodies located within Jefferson County and adjoining counties, of Alabama as choose to be governed by the provisions of the Jefferson County Regional Purchasing Cooperative as hereinafter set forth.

WITNESSETH:

In consideration of the premises and the mutual covenants and agreements stipulated herein, and pursuant to the authority granted by the State of Alabama Interlocal Cooperation Act of 1969 and under the General Provisions of the public contracts law of the State of Alabama (Code of Alabama, § 41-1621.1 and 41-16-50), the parties hereto do hereby agree as follows:

SECTION 1

The parties hereto do hereby create, as a voluntary association, the Jefferson County Regional Purchasing Cooperative, hereinafter referred to as "the Cooperative," for the purpose of coordinating cooperative joint purchases for the mutual economic advantage of its members. The Cooperative shall consist of a representative from each public entity participating in this Agreement. Said Cooperative shall be free to adopt such rules for organization and procedure as it may deem suitable for the conduct of its business.

SECTION 2

The representative of each participating jurisdiction will have membership on the Advisory Board of the Cooperative, with one vote being allocated to each participant. Each participating unit of government shall determine the manner of selecting its representative; however, it is recognized that personnel with responsibilities associated with the purchasing process are more ideally suited as representatives.

SECTION 3

The parties to this Agreement will identify by way of their membership on said Advisory Board those items and classes of items for which joint purchase may be advantageous for the period commencing with the execution of this Agreement and continuing until terminated, as hereinafter provided.

SECTION 4

The specifications for items to be purchased will be prepared by the Purchasing Department of the Jefferson County Commission (hereinafter referred to as "the County") for use by all members of the Cooperative. Where feasible, the County shall seek input from the other participants to insure that said specifications meet the broadest range of needs. Each participating government shall identify the items to be jointly purchased and indicate therein the quantities, or range of quantity desired, the location for delivery and other requirements, to permit the preparation and filing of plans and specifications as provided by law. In all cases where appropriate, the Cooperative shall seek to use standard specifications such as those used by the state of Alabama, the National Institute of Governmental Purchasing, the American Society of Testing and Materials, and other appropriate standards not cited herein.

SECTION 5

The County shall act as the lead jurisdiction for the Cooperative and will assume the responsibility for coordinating and advertising for bids on behalf of the other members of the Cooperative participating in a particular joint purchase. As such, the County shall be designated to receive and open the bids on behalf of the other participating governments at the time and in the manner provided by law.

SECTION 6

The County will receive responses to all bids. Not later than fifteen (15) days following the receipt of bids, the County will submit to all participating members a complete tabulation of all bids received and a recommendation as to the lowest responsible bidder. If the County determines that the lowest bidder is not responsible and accordingly certifies that some other bidder has the lowest responsible bid, it will include an explanation and report on its findings along with the tabulation and recommendation.

SECTION 7

Contracts of purchase will be awarded to the lowest responsible bidder as recommended by the County in consultation with its fellow members, except as provided for herein. Each party to this Agreement shall prepare separate and individual contracts and requisitions when providing for procurement of items coordinated through and in accordance with any recommendation by the County.

SECTION 8

Each individual member may reserve the right to disregard the recommendation of the County as to the lowest responsible bid in favor of applying its existing residence privilege pursuant to the public contract law of the State of Alabama (Code of Alabama 541-16-50). In that event, each member jurisdiction may reserve the right to utilize specifications and bids prepared through the Cooperative and to award contracts of purchase, individually and on its own behalf; provided, however, that invitations for such individual bids are not advertised, nor are awarded within sixty (60) days of the period in which the County is soliciting and awarding bids for the same products and/or services, except in cases of emergency or extreme hardship pursuant to the public contract law of the State of Alabama (Code of Alabama §41-16-53).

SECTION 9

The County will not assume any financial or contractual obligation for any commodities, materials, and/or services for which the County coordinates the bidding on behalf of the Cooperative. Each participating government assumes sole and complete responsibility for its own

procurement, delivery, storage, and payment, and will not impose or accept any additional obligations on either the County or any other member of the Cooperative relating to those responsibilities, either by way of this Agreement or by stipulating to its provisions.

SECTION 10

Any dispute arising between any of the parties hereto and a successful bidder not relating to either the validity of the award or contract of purchase or contract of service, or the rejection of any bid or bids will be settled by and at the cost of that party involved in the dispute and without obligation or responsibility on the part of the County, the Cooperative, or the other member jurisdictions.

SECTION 11

In the interest of the success of the Cooperative, those parties stipulating to this Agreement will be required to remain as members of the Cooperative for a period of not less than one (1) year from the date of inception.

SECTION 12

Any jurisdiction that wishes to terminate its membership in the Cooperative may do so by indicating the same in writing to the Purchasing Manager for the Jefferson County Commission. Members will agree to exercise this option only at the end of each fiscal year of the Cooperative. Likewise, membership in the Cooperative will be terminated automatically upon legal dissolution any participating entity. However, under no circumstances will any exiting or dissolved jurisdiction be entitled to reimbursement of fees or other funds previously expended for the establishment, operation, or maintenance of the Cooperative.

SECTION 13

To facilitate the success of the Cooperative, the County agrees to install an assistant purchasing manager who will have primary responsibility for contract design and coordination with the other member governments . The total expense of this personnel will be divided among the participating governments. The participating members reserve the right to assess themselves, in proportion to their contribution, based on a fee and formula to be determined on an annual basis.

There is hereby established an executive committee comprised of the chief executive or their designate of each participating entity. The executive committee shall promulgate rules, regulations, and/or bylaws in accordance with the laws of the State of Alabama, for the operation and maintenance of the Cooperative, including but not limited to the determination of the above mentioned assessment.

SECTION 14

The members of the Cooperative shall have the power, pursuant to laws of the State of Alabama (Code of Alabama §41-16-21.1 and 41-16-50), to jointly contract with consultants and other such resources as is deemed necessary to provide services authorized by law for the development and realization of the Cooperative's objectives.

SECTION 15

This Agreement will take effect upon execution by the signatories. Thereafter, additional public entities within Jefferson County and adjoining counties, of Alabama, may elect to join the Cooperative by executing this Agreement in the form prescribed by the existing members of the Cooperative, and such execution subsequent to the date herein written above will not be deemed to require re-execution of this Agreement by any party previously stipulating to its provisions.

IN WITNESS WHEREOF, the parties hereto, having obtained the full consent of their governing bodies, have caused this Agreement to be executed by their duly authorized officers on the day and year written above.

JEFFERSON COUNTY, ALABAMA

ST. CLAIR COUNTY BOARD OF EDUCATION

W. D. Carrington, President

Jenny Seals, Superintendent

Jefferson County Commission

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

STAFF DEVELOPMENT

Environmental Services (3 participants)	
David Willoughby	\$1,168.96
Gary Nelson	\$1,135.94
David Denard	\$1,049.21
Alabama Water Environment Assn. 36 th Annual Conference	
Orange Beach, AL - April 7-10, 2013	
Stormwater Management Authority (2 participants)	
Zhaleh McCullers	\$446.41
Amanda Elledge	\$447.14
South Eastern Storm Water Assn. Seminar on	
Storm Water BMP's and LID	

Atlanta, GA - April 18-19, 2013

Individual Staff Development

Commission - District I George Bowman NACO Convention Washington, D. C. - March 1-6, 2013	\$1,956.46
Commission - District II Sandra Little Brown Assn. of County Commissioners of Alabama - two day event Montgomery, AL - April 3-4, 2013	\$265.73
Stormwater Management Agency Garry Miller Runoff Storage for Urban Stormwater Management Pelham, AL - March 28, 2013	\$125.00
For Information Only Personnel Board Tiffany Owens Engineering & Technical Expo - Auburn University Auburn, AL - February 12, 2013	\$752.76
Personnel Board Cynthia Holiness 2013 Southeast Regional Professional Development Conference Nashville, TN - April 3-6, 2013	\$926.66

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

BUDGET TRANSACTIONS

Position Changes and/or Revenue Changes

1. Emergency Management Agency \$1,132.12
Increase revenue and expenditures to record a federal signal refund for the Siren Funded Program.

Other Budget Transactions

2. Environmental Services \$50,187
Add a purchasing memorandum to purchase a Kubota loader and add purchasing memorandum to correct an item approved 2/26/13 from a Ford Escape to a Ford Explorer.

For Information Only

3. Personnel Board \$13,558
Shift funds and add one part-time security position.

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

REQUEST FOR CERTIFICATIONS

Probate Court

Court Clerk - 5 positions

Finance - Purchasing

Principal Buyer

Department of Revenue - Birmingham

Accounting Assistant I - 6 positions

General Services

Electrician - 2 positions

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

Mar-28-2014-217

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. IV to the agreement between Jefferson County, Alabama and Kronos, Inc. to provide annual hardware and software maintenance for the Kronos timekeeping system and clocks for the period April 2, 2013 - April 1, 2014 in the amount of \$50,453.

CONTRACT NO.: CON00003727

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

This Amendment to the original Kronos Sales, Software License and Services and Equipment Support agreements entered into on March 24, 2009, minute book 157, page 569; amendment 2 approved by Commission May 24, 2011; amendment 3 approved by Commission July 7, 2012. Contract entered into the 11th day of February 2013, between Jefferson County, Alabama, hereinafter referred to as "the County, and Kronos, Incorporated, hereinafter referred to as the "Contractor" to provide maintenance and support for Kronos hardware and software.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

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

Item 1. Amend Term of Contract:

Pursuant to Section D. 2 of the Kronos Sales, Software License and Service Agreement and Section 1 of the Equipment Support Agreement, the parties agree to extend the Software Support term of the Contract from April 2, 2013 to April 1, 2014.

The parties further agree that the Kronos Support Services Quote Contract Number 1141473 R03DEC-12, dated December 12, 2012, is incorporated herein by reference and shall be governed by the Terms and Conditions of the Contract.

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

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

Kronos Incorporated

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

Mar-28-2013-218

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. II to the agreement between Jefferson County, Alabama and Truetel Communications to provide annual maintenance for Blackberry file server and software licenses for the period January 1 - December 31, 2013 in the amount of \$1,855.

CONTRACT NO. 00003131

Contract Amendment No. II

This Amendment to Contract entered into the 31st day of December 2012, between Jefferson County, Alabama, hereinafter referred to as "the County, and Truetel Communications hereinafter referred to as the "Contractor" to provide maintenance and support and Blackberry Communication Services.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

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

The original contract between the parties referenced above was approved by the Commission on January 25, 2011; amendment I

approved by Commission December 22, 2011, is hereby amended as follows:

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:

The contract term expires on December 31, 2013.

7. COMPENSATION:

Contractor shall be compensated in the amount of \$1,855.00, reference quote number 011513001 dated December 15, 2012, incorporated herein by reference and attached hereto (not given to Minute Clerk's office).

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

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

Jefferson County Commission

Truetel Communications

Dale C. Hood, Hood, Representative

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

Mar-28-2013-219

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Environmental Systems Research Institute (ERSI) to provide annual maintenance and support for GIS software for the period December 16, 2012 - December 15, 2013 in the amount of \$114,768.49.

CON-00004589

GIS MAPPING SOFTWARE MAINTENANCE CONTRACT

Esri Reference No. 2010M183

THIS AGREEMENT entered into this February 1, 2013, by and between Jefferson County Alabama hereinafter called "the County", and Environmental Systems Research Institute, Inc., hereinafter called the "Contractor" or "Esri", located at 380 New York Street, Redlands, CA 92373. The effective date of this agreement shall be December 16, 2012.

WHEREAS, the County desires to contract for GIS Mapping Software Maintenance for the Jefferson County Commission, hereinafter called "the Commission"; and

WHEREAS, the Contractor desires to provide said software maintenance to the County;

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

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

2. SCOPE OF SERVICES: ESRI quotation number 25540296 describes the scope of services to be provided and representations of the Contractor, thereto. The quote constitutes essential components of this contract and is incorporated herein by reference. ESRI quote number 25540296 and this contract document constitutes the entire agreement between the parties.

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render maintenance to Jefferson County Commission at any time after the effective date of this Contract. The Contract term expires on December 15, 2013, with the County's option to renew for two additional one year terms at pricing to be quoted prior to the dates of the renewals.

All software must be licensed to Jefferson County Commission, Alabama.

4. COMPENSATION: The Contractor shall be compensated in the sum of \$114,768.49.

5. PAYMENT TERMS: NET 30

6. ASSIGNMENT: Upon notification to the County the Successful Offeror, may subcontract any portion of this contract, provided that the Successful Offeror will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Successful Offeror must maintain a continuous effective business relationship with the sub-contractors) including, but not limited to, regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.

7. 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.

8. 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.

9. INDEPENDENT CONTRACTOR: The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for all applicable federal, state and local taxes, etc.

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

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

12. 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, subject to its negligence or willful misconduct, will indemnify and hold harmless the COUNTY, its elected officials and its employees from claims, suit, action, and direct damages (except to data not subject to a reasonable back-up program) resulting from the performance of the Contractor, its agents, subcontractors or employees under this Contract.

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. 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.

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

16. STATEMENT OF COMPLIANCE: By signing this contract, the contracting parties affirm, for the duration of the agreement that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

17. 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.

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 Commission

W.D. CARRINGTON, PRESIDENT

Environmental System Research Institute, Inc.

CHRIS JOHNSON, MANAGER, DOMESTIC CONTRACTS

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

“Aye” Bowman, Stephens, Brown, Carrington and Knight.

Mar-28-2013-220

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 1 to the agreement between Jefferson County, Alabama and Strategic Allied Technologies, Inc. to provide annual maintenance on Brocade Fiber Channel switches which connect file servers to the large data storage devices in the Data Center for the period March 1, 2013 - February 28, 2014 in the amount of \$8,172.70.

CONTRACT NO. ON00003538

Contract Amendment No. 1

This Amendment to Contract entered into this 11th day of February 2013, between Jefferson County, Alabama, hereinafter referred to as "the County, and Strategic Allied Technologies, Inc., hereinafter referred to as the "Contractor" to provide annual Maintenance and Support for Brocade Fiber Channel Switches.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract;

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

The original contract between the parties referenced above was approved by the Commission on February 28, 2012, recorded in MB 163, pages (s) 8-10, and is hereby amended as follows:

Item 2. Amend Scope of Services:

Maintenance/Support for Brocade 5320 1YR ESSEN 4HR Onsite Support, Part No. 500-SVS-40S-1

Item 3. Amend Terms of Agreement and Authorization to Perform Work: March 1, 2013 to February 28, 2014

Item 4. Amend Compensation: \$8,172.70

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

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

Jefferson County Commission

Strategic Allied Technologies

Robin Schlosser, Account Manager

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

Mar-28-2013-221

WHEREAS, on March 18, 2013, a strong storm passed through Jefferson County, Alabama causing considerable damage throughout the county, such as downed trees, power lines and other property damage; and

WHEREAS, the said damage exists throughout the county; however, is more prevalent in the northern and northeastern portions of the county; and

WHEREAS, multiple citizens have requested that the county assist in the affected areas by providing a pick-up of limbs and brush in the event they place same on the road right-of-way; and

WHEREAS, Roads and Transportation does not have funds available to provide the named services for the citizens affected by the storm; and

WHEREAS, funding from a onetime revenue source will be transferred, in the amount of Fifty Thousand and 00/100 Dollars (\$50,000.00), to Roads and Transportation to complete this project no later than April 14, 2013; and

NOW, THEREFORE, BE IT RESOLVED that the Jefferson County Roads and Transportation is hereby authorized to pick up storm related debris, if called by a resident, that is collected and placed on the roadside right-of-way by the resident or volunteers who assist the resident.

FURTHER BE IT RESOLVED that Jefferson County is not authorized to clear debris that is placed on the roadside as a result of a

private contractor or tree cutting service who charges the resident to cut the trees and then places the debris on the roadside instead of disposing of such debris themselves.

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

Mar-28-2013-222

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the liquor application submitted by Mehers Inc., applicant; Ali Babar, President/Store Manager; d/b/a Crosston Grocery located at 7718 Narrows Road, Pinson, AL 35126 for a 050 Retail Beer and 070 Retail Wine License (off-premise only), be and hereby is approved.

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

Mar-28-2013-223

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

- A. Hazard Mitigation Grant Program #1605-0613 - additional federal funds for the Tannehill State Park Community Safe Room Project - \$15,733
- B. USDOT Hazardous Materials Emergency Preparedness (HMEP) Grant Program:13 DOT - \$40,000 (with a required match of \$10,000)
- C. Hazard Mitigation Grant Program DR 1971-687 - for replacement of 40 outdoor warning sirens - \$588,945

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

Mar-28-2013-224

WHEREAS, the Substance Abuse and Mental Health Services Administration is accepting applications for FY 2013 grants to expand or enhance substance abuse services in existing adult, juvenile, and family problem solving courts; and

WHEREAS, applications are limited to states, state and local courts, counties, units of local government, and Indian tribal governments; and

WHEREAS, Jefferson County Office of Community & Economic Development will submit a grant application, on behalf of UAB TASC for \$325,000.00 a year for three years to enhance substance abuse treatment services in the juvenile drug court.

NOW, THEREFORE, BE IT RESOLVED, by the Jefferson County Commission that the President is hereby authorized to execute the grant application, assurances and certifications, and documents.

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

Mar-28-2013-225

WHEREAS, the month of April is recognized throughout these United States of America as Fair Housing Month; and

WHEREAS, Title VIII of the Civil Rights Act of 1968, as amended, sets forth a national policy of fair housing without regard to race, color, national origin, religion, sex, familial status or disability; and

WHEREAS, Jefferson County, Alabama continues to affirmatively further fair housing for its citizens; and

NOW, THEREFORE, the Jefferson County Commission does hereby proclaim April, 2013 as Fair Housing Month in Jefferson County, Alabama for the significance of fair housing to our way of life and encourages all residents to observe and support both the letter and spirit of the Fair Housing Law as an expression of the individual rights guaranteed by the United States Constitution.

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

Mar-28-2013-226

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, W. D. Carrington, be hereby authorized, empowered and directed to execute this amendment to the agreement between Jefferson County, Alabama and Coston General Contractors, Inc., for the Fairfield Forest Hills Park Improvements Project (CD09-03F-M01-FHP). The modified amount shall be \$9,607.68. The amendments shall modify the scope to include removal of precast stone from top of brick walls, replace additional rotten wood on roof structure on concession stand, additional sidewalk to achieve ADA compliance, add a water heater in utility room on the restroom building, clean existing restroom septic tank and dig perc test pit for new concession septic system, add new structural framing at overhang on concession building and plywood protection panels over new widows at concession building and add new concrete floor surface to concession building. The new awarded amount shall be \$169,507.68. The amendment is also to extend the time of the contract 60 calendar days. The new completion date shall be April 6, 2013. All other terms and conditions shall remain the same. This project is from the 2009 program year.

AMENDMENT TO CONTRACT #1

This is an Amendment to the Contract by and Between Jefferson County, Alabama through the Department of Community & Economic Development, hereinafter called "the County", and Coston General Contractors, Inc., hereinafter called "the Contractor" for grant allocation PY09/FY13. The effective date of this agreement shall be February June 26, 2012.

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract.

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

The contract between the parties which was approved by the Jefferson County Commission on June 26, 2012, in Minute Book 163, Page 296, is hereby amended as follows:

The purpose of this Amendment is to modify the scope of this project to include the removal of precast stone from top of brick walls, replace additional rotten wood on roof structure on concession stand, additional sidewalk to achieve ADA compliance, add a water heater in utility room on the restroom building, clean existing restroom septic tank and dig perc test pit for new concession septic system, add new structural framing at overhang on concession building and plywood protection panels over new windows at concession building and add new concrete floor surface to concession building and increase the construction time 60 additional days for the Fairfield Forest Hills Park Improvements Project (CD09-03F-MOI-FHP). The cost associated with this modification shall be \$9,607.68. The new completion date shall be April 6, 2013. All other terms shall remain the same.

JEFFERSON COUNTY, AL

W. D. Carrington, President

Jefferson County Commission

CON TRACTOR

_____, President

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

Mar-28-2013-227

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, W. D. Carrington, be hereby authorized, empowered and directed to execute this modification to the agreement between Jefferson County, Alabama and Coston General Contractors, Inc., for the North Smithfield Manor Park Improvements Project (CDBG10-03F-U01-NSM). The modification is to extend the time of the contract 20 calendar days. The new completion date shall be March 16, 2013. There is no additional cost associated with this

modification. All other terms and conditions shall remain the same. This project is from the 2010 program year.

CONTRACT MODIFICATION

Jefferson County, Alabama
Department of Community and Economic Development
Room A-430
716 Richard Arrington Jr. Blvd. N.
Birmingham, Alabama 35203-0115
Original Contract Completion Date: 2/24/2013

Change Order Number: 1
Date: February 13, 2013
Project Name: North Smithfield Manor Park Improvements
Project Number: CDBG10-03F-U01-NSM
Project Address: 4533 Hutson Avenue North
Birmingham, AL35207

CONTRACTOR: Coston General Contractors, Inc.
5944 Pocahontas Road
Bessemer, AL 35022

ENGINEER: Engineering Service Associates, Inc.
5300 Cahaba River Road - Suite 250
Birmingham, AL 35243

THE CONTRACT IS CHANGED AS FOLLOWS:

Contract Time Extended Due to Rain Delays and Manufacturer's Delay in Pavilion Delivery; The Addition of Time Results in No Net Change in Contract Value.

ITEMIZED CONTRACT MODIFICATIONS:

Item No.	Quantity	Item Description	Unit Price	Amount
(None)				
		Original Contract Amount		\$163,039.00
		Previously Approved Contract Modifications	\$	0.00
		This Contract Modification	\$	0.00
		TOTAL CONTRACT OBLIGATION		\$163,039.00

ADDITIONAL CONTRACT TIME REQUIRED BY MODIFICATION: 20 Calendar Days

NEW DATE OF SUBSTANTIAL COMPLETION THEREFOR IS: March 16, 2013

NOW, THEREFORE, the parties below do hereby agree to this contract modification consisting of the above mentioned time extension, and agree that this contract modification is hereby made a part of the original contract on the above project to be performed under the Specifications thereof, and that the original contract is in full force and effect except so far as it might be modified by this contract modification.

ENGINEER	CONTRACTOR	OWNER
Engineering Service Associates, Inc.	Coston General Contractors, Inc.	Jefferson County, Alabama
5300 Cahaba River Road	5944 Pocahontas Road	716 Richard Arrington, Jr. Blvd.
Suite 250	Bessemer, AL 35022	Suite A-430
Birmingham, Al 35243		Birmingham, AL 35203
		W. D. Carrington, President

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

Mar-28-2013-228

WHEREAS, Jefferson County has received approval from the Federal Emergency Management Agency (FEMA) for \$430,511.00 for a Community Safe Room project in the Concord Community; and

WHEREAS, the federal share is \$275,739.00; and

WHEREAS, the local match in the amount of \$154,772.00 will be provided from the CDBG Disaster Recovery Grant.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the Commission President is authorized to sign the Hazard Mitigation Grant 1971-624.

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

Mar-28-2013-229

WHEREAS, Jefferson County has received approval from the Federal Emergency Management Agency (FEMA) for \$482,927.00 for a Community Safe Room project in the North Smithfield Community; and

WHEREAS, the federal share is \$298,780.00; and

WHEREAS, the local match in the amount of \$184,147.00 will be provided from the CDBG Disaster Recovery Grant.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the Commission President is authorized to sign the Hazard Mitigation Grant 1971-621.

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

Mar-28-2013-230

BE IT RESOLVED, by the Jefferson County Commission that the Commission President is authorized to sign an agreement between Jefferson County, Alabama and Cox Radio, Inc., d/b/a Cox Media Group to provide Public Service Announcements. The contract is for the period April 1, 2013 to April 13, 2013 in the amount of \$2,000.00.

CLARITY NO. 4988

AGREEMENT

THIS AGREEMENT entered into this day of March 2013, by and between Jefferson County, Alabama, hereinafter called "the County", and Cox Media Group, hereinafter called "the Contractor". The effective date of this agreement shall be March 28, 2013.

WHEREAS, the County desires to contract for Outreach Services; and

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

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

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

2. SCOPE OF SERVICES:

The Contractor shall provide the following services to the Jefferson County Commission:

Provide Radio Commercial Advertising Service on WBHK-FM I 98.7 Kissfm in BIRMINGHAM, ALABAMA for the purpose of advertising services for the Jefferson County Center for Workforce Development Dislocated Worker Program

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:

KISSfm will run (48) :30 second commercials from the period of April 1, 2013 - April 13, 2013. WBHK - FM/98.7 is the only source that will provide Radio Commercial Advertising Service.

4. COMPENSATION: The Contractor shall be compensated for services rendered under the terms and conditions of this contract not to exceed the maximum amount of \$2,000.00. Requests for payments will be paid by the Finance Department upon receipt of invoice.

5. NON-DISCRIMINATION POLICY: The Jefferson County Commission is strongly committed to equal opportunity in solicitation of ITB's and RFP's. The County encourages bidders and proposers to share this commitment. Each bidder submitting a proposal agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate against any person otherwise qualified solely because of race, creed, sex, national origin or disability. (Sign attached Jefferson County's Alabama Equal Employment Opportunity Certification Form)

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

7. 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.

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

address as may be designated in writing by the parties:

Jefferson County Center for Workforce Development
3420 3rd Avenue South
Birmingham, AL 35222

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

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

10. Statement of Compliance with Alabama Code Section 31-13-9. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

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

COX MEDIA GROUP
Dee, L. Watson, Account Manager

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

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

Mar-28-2013-231

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Roads & Transportation be granted permission to temporarily close Murphree Road between Cedar Hill Road and Industrial Parkway in order to complete the Murphree Road Improvements sponsored by the Jefferson County Community & Economic Development beginning Monday, April 1, 2013 and expected to be completed by Friday, May 31, 2013.

A detour route will be established and maintained in accordance with Federal Manual on Uniform Traffic Control Devices while the road is closed.

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

Mar-28-2013-232

STREET MAINTENANCE ACCEPTANCE

WHEREAS, by STATE LAW the Jefferson County Commission maintains roads in unincorporated Jefferson County.

WHEREAS, a portion of Cheshire Parway and a portion of Cathwick Drive, as shown in Cheshire Parc, First Sector, as situated in the NW 1/4 of Section 6, Township 20S, Range 4W, and the NE 1/4 of Section 1, Township 20S, Range 5W, has been constructed to Jefferson County standards, and right-of-way has been dedicated and recorded for the purpose of public access.

WHEREAS, Jefferson County Roads and Transportation Department maintains roads.

NOW, THEREFORE, BE IT RESOLVED, by the Jefferson County Commission that assents to acceptance of maintenance of the existing streets, as constructed and located within the boundaries of the right-of-way recorded in Map Book 41, Page 3, in the Bessemer

Division of the Jefferson County Probate Court.

Done at the regular session of the Commission of Jefferson County, this 28th day of March, 2013.

RECOMMENDED:

E. Wayne Sullivan, P.E.
Director/ County Engineer

ATTEST: JEFFERSON COUNTY, AL
Minute Clerk David Carrington, President
Jefferson County Commission

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

May-13-2013-233

STREET MAINTENANCE ACCEPTANCE

WHEREAS, by STATE LAW the Jefferson County Commission maintains roads in unincorporated Jefferson County.

WHEREAS, a portion of Cathwick Drive, as shown in Cheshire Parc, Second Sector, as situated in the NE 1/4 of Section 1, Township 20S, Range 5W, has been constructed to Jefferson County standards, and right-of-way has been dedicated and recorded for the purpose of public access.

WHEREAS, Jefferson County Roads and Transportation Department maintains roads.

NOW, THEREFORE, BE IT RESOLVED, by the Jefferson County Commission that assents to acceptance of maintenance of the existing streets, as constructed and located within the boundaries of the right-of-way recorded in Map Book 42, Page 19, in the Bessemer Division of the Jefferson County Probate Court.

Done at the regular session of the Commission of Jefferson County, this 28th day of March, 2013.

RECOMMENDED:

E. Wayne Sullivan, P.E.
Director/ County Engineer

ATTEST: JEFFERSON COUNTY, AL
Minute Clerk David Carrington, President
Jefferson County Commission

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

Mar-28-2013-234

WHEREAS, the County of Jefferson Alabama (hereinafter at times referred to as County) is desirous of having certain improvements made SR- 3 (US-31), within the Limits of Jefferson County, in accordance with plans prepared by the Alabama Department of Transportation and designated as Project Number: NH-HSIP-0003(574) - Planing, Widening, Resurfacing, Loop Detectors, Permanent Traffic Stripe and Guardrail End Anchors along SR-3 (US-31) from Shades Crest Road to Hollywood Boulevard.

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 (Sheet 21 - 2P)

Please refer to: Traffic Signal Plan Notes (Sheet 2Q - 2S)

Please refer to: Traffic Control Notes (Sheets 2T - 2Y)

Please refer to: Traffic Control Plans (Sheets 6 - 16)

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 29th day of March, 2013.

ATTEST

County Clerk

W. D. Carrington

Commission President

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

May-28-2013-235

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:

Construction Agreement for Project STPBH-7020 (601), Project Reference Number 100007555 Hoover TOPICS Project - Patton Chapel Road, Phase III from Crayrich Drive to Chapel Lane; coordinate with Jefferson County Project additional third 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 28th day of March, 2013

ATTESTED:

County Clerk

W. D. Carrington

President, County Commission of
Jefferson County, Alabama

AGREEMENT FOR CONSTRUCTION
BETWEEN THE STATE OF ALABAMA
AND
JEFFERSON COUNTY, ALABAMA
Project STPBH-7020 (601)
Project Reference Number 100007555

Hoover TOPICS Project - Patton Chapel Road, Phase III from Crayrich Drive to Chapel Lane;
Coordinate with Jefferson County Project Additional Third 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 the COUNTY desire to cooperate in a construction program Hoover TOPICS Project - Patton Chapel Road, Phase III from Crayrich Drive to Chapel Lane; coordinate with Jefferson County Project additional third 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 all aspects of construction for the proposed improvements, including construction engineering and inspection cost during the course of the work, all in accordance with plans approved by the STATE.

(2) Funding for this Agreement is subject to availability of Federal funds at the time of authorization. Any deficiency in Federal aid, or overrun in construction costs will be borne by the COUNTY. In the event of an under run in construction costs, the amount of Federal funds will be the amount shown in this Agreement, or 80 percent of eligible costs, whichever is less.

(3) This Project will be administered by the STATE and all cost will be financed, when eligible for Federal participation, on the basis of 80 percent Federal funds and 20 percent COUNTY funds. The estimated cost and participation by the various parties is as follows:

	Total	Estimated	Estimated
	Estimated	Federal	COUNTY
	Cost	Funds	Funds
Construction, including engineering and inspection	\$2,520,645	\$2,016,516	\$504,129
TOTAL	\$2,520,645	\$2,016,516	\$504,129

It is understood that the above is an estimate only, and in the event the final cost exceeds the estimate, the COUNTY will be billed for its proportional share as above noted and the COUNTY agrees to pay same to STATE; or in the event the cost is less than the estimate; the COUNTY will receive a refund accordingly from the STATE.

(4) 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.

(5) The COUNTY will coordinate any required adjustments to utilities with the utility company involved in accordance with usual STATE

procedures. Any utility expenses involved which are eligible for STATE reimbursement or payment under State law will be considered as a part of the Project cost and will be paid as provided herein, with the COUNTY paying for its proportional share. The STATE will not be liable for utility expenses which are not eligible for STATE reimbursement or payment under State law.

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

(7) The construction of the improvements will be by contract and the STATE will be responsible for advertisement and receipt of bids and for the award of the contract. Following receipt of bids and prior to the award of the contract, the STATE will invoice the COUNTY for its prorata share of the estimated construction cost as reflected by the bid of the successful bidder, plus the engineering and inspection cost, and the COUNTY will promptly pay this cost to the STATE before award of the contract. The STATE will not award the contract until it is in receipt of the estimated cost payable by the COUNTY as noted above. All testing, on-site engineering, and on-site inspections shall be the responsibility of the COUNTY or its designated representative.

(8) Upon completion and acceptance of the work by the STATE, the COUNTY will assume full responsibility for maintenance of that part of the facility which is not part of the State Highway Maintenance System.

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

(10) It is clearly understood by the parties that the STATE does not commit any STATE or Federal funds beyond those mentioned herein.

(11) 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 and a final financial settlement will be made between the parties as reflected by the audit.

(12) 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.

(13) By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate Federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

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

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

(16) 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).

(17) Exhibits M and N are attached and hereby made a part of this Agreement.(on file in the Minute Clerk's Office)

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

ATTEST:

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

APPROVED AS TO FORM:

Chief Counsel, Jim R. Ippolito, Jr.

RECOMMENDED FOR APPROVAL:

Division Engineer, Brian C. Davis

Multimodal Transportation Engineer,

Robert J. Jilla

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

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

Mar-28-2013-236

WHEREAS, the County of Jefferson Alabama (hereinafter at times referred to as County) is desirous of having certain improvements made Patton Chapel Road within the Limits of Jefferson County, in accordance with plans prepared by the Alabama Department of Transportation and designated as Project Number: STPBH-7020(601) Hoover TOPICS Project - Patton Chapel Road Phase III from Crayrich Drive to Chapel Lane.

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 plait 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 Note Sheet (Sheet 2E)

Please refer to: Traffic Signal Plan Notes (Sheet 2F)

Please refer to: Traffic Control Plan Notes (Sheets 2G)

Please refer to: Sequence of Construction/Traffic Control Plan (Sheets 43 - 64)

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 28th day of March, 2013

ATTEST

County Clerk

W. D. Carrington

Commission President

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

Mar-28-2013-237

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:
Construction Agreement for Project STPBH-7229 (602), Project Reference Number 100007609 Jefferson County TOPICS (Phase 9) Tarrant Huffman Road from SR-79 (Old Pinson Highway) to Treadwell Road 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 28th day of March, 2013

ATTESTED:

County Clerk

W. C. Carrington

President, County Commission of Jefferson County, Alabama

AGREEMENT FOR CONSTRUCTION
BETWEEN THE STATE OF ALABAMA
AND

JEFFERSON COUNTY, ALABAMA

Project STPBH-7229 (602)

Project Reference Number 100007609

Jefferson County TOPICS (Phase 9)

Tarrant Huffman Road from SR-79

(Old Pinson Highway) to Treadwell Road 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 the COUNTY desire to cooperate in a construction program Jefferson County TOPICS (Phase 9) Tarrant Huffman Road from SR-79 (Old Pinson Highway) to Treadwell Road in Jefferson County.

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

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

	Total	Estimated	Estimated
	Estimated	Federal	COUNTY
	Cost	Funds	Funds
Construction, including			
engineering and inspection	\$4,614,095.10	\$3,619,276.08	\$922,819.02
TOTAL	\$4,614,095.10	\$3,619,276.08	\$922,819.02

It is understood that the above is an estimate only, and in the event the final cost exceeds the estimate, the COUNTY will be billed for its proportional share as above noted and the COUNTY agrees to pay same to STATE; or in the event the cost is less than the estimate, the COUNTY will receive a refund accordingly from the STATE.

- (4) 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.
- (5) The STATE will coordinate any required adjustments to utilities with the utility company involved in accordance with usual STATE procedures. Any utility expenses involved which are eligible for STATE reimbursement or payment under State law will be considered as a part of the Project cost and will be paid as provided herein, with the COUNTY paying for its proportional share. The STATE will not be liable for utility expenses which are not eligible for STATE reimbursement or payment under State law.
- (6) The performance of the work covered by this Agreement will be in accordance with the current regulations and requirements of the STATE and FHWA.
- (7) The construction of the improvements will be by contract and the STATE will be responsible for advertisement and receipt of bids and for the award of the contract. Following receipt of bids and prior to the award of the contract, the STATE will invoice the COUNTY for its prorata share of the estimated construction cost as reflected by the bid of the successful bidder, plus the engineering and inspection cost, and the COUNTY will promptly pay this cost to the STATE before award of the contract. The STATE will not award the contract until it is in receipt of the estimated cost payable by the COUNTY as noted above. All testing, on-site engineering, and on-site inspections shall be the responsibility of the COUNTY or its designated representative.
- (8) Upon completion and acceptance of the work by the STATE, the COUNTY will assume full responsibility for maintenance of that part of the facility which is not part of the State Highway Maintenance System.
- (9) The COUNTY agrees that in the event the FHWA determines, under its rules and/or regulations that Federal funds expended on this Project (including but not limited to delay of the projects, or delay of projects contemplated to be developed and accomplished in sequence to the current projects) must be refunded to the FHWA, the COUNTY shall reimburse and pay to the STATE for and on behalf of FHWA, a sum of money equal to the total amount of STATE and Federal.
- (10) It is clearly understood by the parties that the STATE does not commit any STATE or Federal funds beyond those mentioned herein.
- (11) A final audit will be made of all Project records after completion of this Project and a copy will be furnished to the Department of Examiners of Public Accounts, in accordance with Act 1994, No. 94-414 and a final financial settlement will be made between the parties as reflected by the audit.
- (12) 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.

(13) By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate Federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

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

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

(16) 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).

(17) Exhibits M and N are attached and hereby made a part of this Agreement.(on file in the Minute Clerk’s Office)

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

ATTEST:

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

APPROVED AS TO FORM:

Chief Counsel, Jim R. Ippolito, Jr.

RECOMMENDED FOR APPROVAL:

Division Engineer, Brian C. Davis

Multimodal Transportation Engineer,

Robert J. Jilla

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

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

Mar-28-2013-238

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Memorandum of Understanding between Jefferson County, Alabama and the City of Irondale regarding the proposed widening of a portion of Grants Mill Road.

MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE JEFFERSON COUNTY COMMISSION
AND THE CITY OF IRONDALE, ALABAMA REGARDING
THE PROPOSED WIDENING OF A PORTION OF GRANTS MILL ROAD

WHEREAS, State of Alabama law authorizes local governments to contract with each other to provide services; and

WHEREAS, Jefferson County desires to enter into a Cooperative Agreement with the City of Irondale a municipality located in Jefferson County, for the public purpose of widening a portion of Grants Mill Road located in the City of Irondale; and

WHEREAS, the Municipality is in need of financial assistance to complete the proposed project and has asked the Jefferson County Commission to share in the cost of the widening project; and

WHEREAS, Jefferson County has a capital improvement fund dedicated for use on road projects within Jefferson County which provide a public benefit to the citizens of Jefferson County; and

WHEREAS, the Municipality by this agreement does not hereby assign to Jefferson County any of its responsibility for the construction or maintenance of any portion of Grants Mill Road within the municipality's jurisdiction; and

WHEREAS, the parties expressly agree that Jefferson County's financial assistance to the City of Irondale for the road widening project shall In no way constitute an admission, acceptance or indicia of control of the roadway identified in the proposed project

notwithstanding any course of dealing or performance to the contrary, and the County does not assume any risk, liability or further responsibility for the roadway identified in the proposed project; and

WHEREAS, the undersigned parties agree it is in their best interests to have a Memorandum of Understanding to share in the cost of the widening of a portion of Grants Mill Road within the municipality's jurisdiction.

NOW THEREFORE, in consideration of the above recitals and covenants contained herein, the parties hereto agree as follows:

1. Jefferson County hereby agrees to provide financial assistance to the City of Irondale, for the widening of a portion of Grants Mill Road up to a maximum of One Million (\$1,000,000) Dollars.
2. The County will only reimburse costs for the widening of said road in compliance with the specifications. The City of Irondale will maintain true and accurate books of account and records relating to the cost of the road widening project supported by cancelled checks, vouchers, receipts, certificates, invoices, warrants, purchase orders and, similar documentation, all which shall be open to inspection and copying by the parties and their duly authorized representatives upon reasonable notice, and at reasonable hours during normal business days.
3. Invoices submitted to the County for reimbursement shall be provided to the County Engineer for verification prior to any portion of payment being made. Invoices and requests for reimbursement shall be submitted to:
Attention E. Wayne Sullivan, P.E.
Director of Department of Roads and Transportation
Room A 200
716 Richard Arrington Jr Blvd N
Birmingham Alabama 35203
Sullivan@jccal.org
4. After approval of the Invoice, Jefferson County will reimburse the Municipality one-half of the amount listed on each invoice submitted up to a maximum total amount of One Million Dollars.(\$1,000,000.00). .
5. Once the County's reimbursement payments to the City of Irondale have reached One Million (\$1,000,000.00) Dollars, Jefferson County's involvement in this project shall be concluded.
6. The parties expressly agree that the County does not assume any risk or future liability; or any future responsibility for any portion of Grants Mill Road located within the jurisdiction of the City of Irondale.

JEFFERSON COUNTY, ALABAMA
W.D. CARRINGTON, President
CITY OF IRONDALE, ALABAMA
TOMMY JOE ALEXANDER, Mayor

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

Mar-28-2013-239

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama, by and through the Jefferson County Office of Senior Citizen Services and the Alabama Department of Senior Services to accept grant funds in an amount not to exceed \$2,617.00 (funds from the Alabama Department of Public Health, Center for Emergency Preparedness) for the purchase and distribution of fans to those without adequate cooling devices and that are at the greatest risk of developing heat stroke and/or suffering heat exhaustion in the service area.

GRANT AGREEMENT

This Grant Agreement is entered into by and between the Alabama Department of Senior Services, hereinafter referred to as "ADSS" and the Office of Senior Citizens Services, hereinafter referred to as "Grantee" for the Emergency Preparedness Program. It is understood that funding comes from the Alabama Department of Public Health, Center for Emergency Preparedness through a cooperative agreement from the Office of the Assistant Secretary for Preparedness and Response (CFDA #93.889).

PURPOSE: The Grantee will be responsible for purchasing and distributing fans to those without adequate cooling devices and that are at the greatest risk of developing heat stroke and/or suffering heat exhaustion in the service area. The Grantee is also charged with presenting an element of preparedness education or training at venues attended by seniors and persons with disabilities.

TERM OF AGREEMENT: The performance of this agreement shall cover the period from execution of this agreement through June 30, 2013. This agreement is conditional upon the availability of funds. Should funds become unavailable during the term of the grant agreement, the grant agreement shall terminate upon notice by ADSS.

PAYMENT: Funds for this agreement shall not exceed \$2,617.00. Funds will be used for the purpose of this agreement only and shall be paid upon submission of a cash draw down form. All funds must be spent or obligated no later than June 30, 2013.

REPORTING: Grantee must keep a record of the individuals that fans are given to and maintain a log of attendees that are presented with preparedness training. Copies of attendance logs, purchase invoices, distribution records, etc shall be shared with ADSS upon completion of the grant period. A cumulative narrative shall be distributed to ADSS no later than July 31, 2013. Grantee agrees to meet all other program reporting requirements and deadlines as set out by ADSS Fiscal and Program Divisions. Quarterly program and financial reports will be submitted on the 21 St of the month following the end of the quarter. Reporting will be accurate and true.

CONTINGENCY CLAUSE: It is expressly understood by both parties and mutually agreed that any commitment of funds herein shall be contingent upon receipt and availability of funds under the program for which this agreement is made. In the event of the proration of the fund from which payment under this agreement is to be made, the agreement will be subject to termination.

AMENDMENTS: Either party may, from time to time, request amendments to various provisions of this agreement. Such amendments, which are mutually agreed upon by both parties, must be incorporated as written amendments to this agreement and approved by both parties prior to implementation.

TERMINATION: Either party may terminate this agreement at any time by giving written notice of such termination and specifying the effective date thereof at least thirty (30) day before the effective date of such termination.

NOT TO CONSTITUTE A DEBT OF THE STATE: It is agreed by both parties that the terms and commitments contained herein shall not constitute a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment No. 26. It is further agreed that if any provision or amendment, either now in effect or which may, during the course of this agreement, be enacted, then that conflicting provision of the agreement shall be deemed null and void. The agreement's sole remedy for the settlement of any and all disputes arising under the terms for the State of Alabama.

ACCESS TO RECORDS: The Commissioner of ADSS, the Chief of Examiner of Public Accounts, or any of their duly authorized representatives shall have access to any pertinent books, documents, papers, and records relevant to this agreement to make audits, financial reviews, examinations, excerpts, and transcripts. Pertinent records are those dealing with all financial and other records pursuant to this agreement.

CONTRACT ASSURANCES: Grantee hereby agrees to abide by the attached Contract Assurances.

IMMIGRATION LAW COMPLIANCE: Grantee hereby certifies compliance with the requirements of §31-13-9(a) and (b), Code of Alabama 1975, as amended and has provided proper documentation to ADSS.

ALABAMA DEPARTMENT OF SENIOR SERVICES

Neal G. Morrison, CommissionerDate

Todd RussellDate

(for Legal Compliance/Form)

GRANTEE

W. D. Carrington, President

Jefferson County Commission

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

Mar-28-2013-240

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the property damage claim of Sandra Rice in the amount of Three Hundred Eleven and 50/100 (\$311.50) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to Sandra Rice in the amount of \$311.50 and forward it to the County Attorney for disbursement.

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

Mar-28-2013-241

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Dwarn Alan Smith, Sr. is hereby denied.

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

Mar-28-2013-242

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Sherita Bitten is hereby denied.

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

Mar-28-2013-243

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Zjakoyia Davis in the amount of Forty One Thousand Ninety Nine and 30/100 (\$41,099.30) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to Zjakoyia Davis in the amount of \$41,099.30 and forward it to the County Attorney for disbursement.

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

Mar-28-2013-244

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Cathy Gardner in the amount of One Hundred Ninety Three and 44/100 (\$193.44) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to Cathy Gardner in the amount of \$193.44 and forward it to the County Attorney for disbursement.

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

Mar-28-2013-245

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Robert A. Estes in the amount of Two Thousand Fourteen and 19/100 (\$2,014.19) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to Robert A. Estes in the amount of \$2,014.19 and forward it to the County Attorney for disbursement.

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

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

Mar-28-2013-246

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the official name of a public road known as Mary Buckelew Parkway, located in Section 22, Township 15S, Range 3W, be and hereby is named Barber Blvd.

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

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

Mar-28-2013-247

WHEREAS, the warranty/service agreement with Richard-Allan Scientific Company, Subsidiary of Thermo Fisher Scientific, Inc. for a Thermo Fisher tissue processor, located at Cooper Green Mercy Health Services Histology Department, did expire before a new service agreement could be put into place; and

WHEREAS, the Jefferson County Coroner' Office depends on this equipment to process slides for their cases; and

WHEREAS, the tissue processor is in need of emergency repair.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that emergency Purchase Order No. 2000072028 in the amount of \$8,500 with Richard-Allan Scientific Company, to provide services for tissue processor, be and hereby is approved.

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

Thereupon the Commission was recessed.

The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 9:00 a.m., Thursday, April 11, 2013.

President

ATTEST

Minute Clerk