

STATE OF ALABAMA)

JEFFERSON COUNTY) June 12, 2012

The Commission convened in regular session at the Birmingham Courthouse at 9:10 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 May 22, 2012, be approved. Voting "Aye" Stephens, Brown, Bowman, Carrington and Knight.

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The Commission met in Work Session on June 5, 2012, and approved the following items to be placed on the June 12, 2012, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Items 1 and 2.
- Commissioner Brown, Community Service and Roads and Transportation Committee Items 1 through 21.
- Commissioner Carrington, Administrative Services Committee - Items 1 through 7.
- Commissioner Knight, Land Planning and Development Services, Emergency Management Agency, Board of Registrars and Courts, Inspection Services Committee Items 1 through 7.
- Commissioner Stephens, Finance & Information Technology Committee Items 1 through 12. Item #1 from Exceptions Report for the week of 4/26/12-5/2/12 and a transfer of funds for the Sheriff's Office were added to agenda.

Nicolas Sims with United Way of Central Alabama spoke to the Commission regarding the Safe Routes to School program grant funding from the Alabama Department of Transportation totaling \$579,508 for Jefferson County.

The Commissioners continued discussions regarding Cooper Green Mercy Hospital.

Commissioner Bowman invited the other Commissioners to attend a public meeting to be held at the Civil Rights Institute to hear comments from the public about Cooper Green Mercy Hospital.

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A Public Hearing was held to receive comments on the following liquor application request. There being no comments, the Commission took the following action.

Jun-12-2012-390

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the liquor application request from Sayre Bar & Grill LLC, applicant; Janet Darlene, Member/Store Manager; d/b/a Gigis Booze & BBQ located at 4657 Brents Cut-Off Road, Dora, AL 35062 for a (020) Restaurant Retail Liquor (on-premise) license, be and hereby is approved.

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

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A Public Hearing was held to receive comments on the following liquor application request. The following made comments at the hearing, State Representative Alan Farley, Ben Hamm, Jack Rowe and Raymond Wade. After comments, the Commission took the following action.

Jun-12-2012-391

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the liquor application request from Village Town Management, Inc., applicant; Ibrahim S. Sabbah, President/Store Manager; d/b/a Concord Package located at 5719 Warrior River Road, Bessemer, AL 35023 for a (011) Lounge Retail Liquor (off-premise only) license, be and hereby is approved.

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

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Jun-12-2012-392

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

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

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

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

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

Z-2011-020 Thomas F. Talbot, owner; Robert Bryan Ratliff, agent. Change of zoning on Parcel ID#s 28-21-1-2-13 & 51 in Section 21 Twp 18 Range 2 West from R-1 (Single Family) to C-P (Preferred Commercial) for an office building. (Case Only: 4137 Cloverleaf Drive, Birmingham, AL 35243) (CAHABA HEIGHTS) (2.8 Acres M/L)

RESTRICTIVE COVENANTS: 1. The property shall be developed in substantial conformance to the revised site plan submitted at the November 10, 2011 hearing of the Planning & Zoning Commission, including the complete vacation of the entirety of Cloverleaf Drive south of the stream (as stated by the project engineer); 2. the developer shall remove the bridge and construct a paved hammerhead turn-around at the southern end of Cloverleaf Drive (on the north side of the stream), in accordance with the requirements and specifications of the Department of Roads & Transportation; 3. the property shall not be disturbed in any way until access to the development is approved by the Alabama Department of Transportation; 4. the development shall include the enhanced buffer as presented with the revised site plan at the November 10, 2011 hearing; 5. the property will be disturbed only to the minimum extent necessary for construction, maintaining as much existing natural vegetation as possible and preserving a natural buffer along the stream; 6. all lighting shall be directed downward onto the property, and there shall be no exterior lighting in back (north face) of the building; and, 7. the architectural design of the building shall substantially conform to the rendering submitted, and shall not exceed the height shown.

Motion was made by Commissioner Knight seconded by Commissioner Brown that Z-2011-020 be approved subject to filing of covenants. Voting "Aye" Knight, Brown and Carrington. Commissioner Bowman and Stephens abstained.

Z-2012-007 Norma Lee, David R. and Michelle C. Lawley, owners, Jeffrey E. Roper, agent; request a change of zoning on Parcel ID#s 27-04-4-0-3 & 3.1, in Section 04 Twp 18 Range 1 West from A-1 (Agricultural) to U-1 (Utilities) for a power substation. (Case Location: 2982 Grants Mill Road; Leeds, AL 35094) (REX LAKE) (3.25 Acres M/L)

RESTRICTIVE COVENANTS: 1. the site shall be developed with a maximum of two banks, as proposed and stated in the hearing; 2. there shall be no storage of vehicles or equipment on the premises; 3. development of the site shall comply with all applicable environmental regulations during construction. 4. any lighting of the facility shall be directed downward and away from residences and road right-of-ways.

Rezoning Case Z-2012-007 was taken under advisement by the Commission.

Z-2012-008 Dawn Hollis, owner, requests a change of zoning on Parcel ID# 6-19-0-0-20 in Section 19 Twp 15 Range 4 West from I-3(S) (Strip Mining) to A-1 (Agriculture) for a mobile home. (Case Only: 7137 Old Jasper Highway, Dora, AL 35062) (DORA) (17.6 Acres M/L)

Motion was made by Commissioner Knight seconded by Commissioner Brown that Z-2012-008 be approved. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens.

Z-2012-009 United States Steel Corp., owner, Stephen Schrader, agent; request a change of zoning on Parcel ID# 38-32-2-2-part of 15 in Section 32 Twp 19 Range 4W from CC-1 (Country Club) to R-G (Single Family) for garden homes; and, on Parcel ID#s 38-32-2-2-15.30 & 15.31, Lot 298-A in Rosser Farms Phase II Sector 1, in Section 32 Twp 19 Range 4W from R-G (Single Family) to CC-1 (Country Club) for a pool house for a garden home development. (Case Only: 4656, 4664, and 4724 Rosser Farms Parkway; Bessemer, AL 35022) (EASTERN VALLEY) (2.2 Acres M/L)

Prior covenants be applied to the property to be rezoned to R-G:

RESTRICTIVE COVENANTS: 1. no residence shall be located further than 1000 feet from a fire hydrant; 2. this property shall be developed such that the post-development run-off in no way exceeds the run-off from this property in its pre-developed condition; 3. the minimum house sizes for this development shall be 1,400 sq. ft. (heated and cooled area) for a 1-story house, and 1,600 sq. ft. for a two-story home, with no less than 1,100 sq. ft. on the first floor; 4. the developer shall install sidewalks on at least one side of every neighborhood street which shall be maintained by the neighborhood homeowners association; 5.

underground utilities shall be installed through the neighborhood; 6. a formal property owners association shall be formed to enforce covenants/deed restrictions, and to maintain common areas within the neighborhood; 7. roadways and access shall be designed in accordance with the recommendations of the Department of Roads and Transportation; and, 8. in the event trees are removed from the front and/or rear of any lot, the following tree planting standards shall apply: a) for lots up to 42 feet in width, at least one (1) tree shall be planted in the front yard; b) for lots from 42 to 60 feet in width, at least two (2) trees shall be planted in the front yard; c) for lots that are more than 60 feet in width, two (2) trees shall be planted in the front yard and one (1) tree shall be planted in the rear yard; d) any tree planted in conjunction with this requirement shall have a minimum trunk diameter of two (2) inches, as measured at a point six (6) inches above the root ball.

Motion was made by Commissioner Stephens seconded by Commissioner Brown that Z-2012-009 be approved subject to filing of covenants. Voting "Aye" Stephens, Brown, Bowman, Carrington and Knight.

Z-2012-010 Roger Dyer, William A. Cousins, and ALAWEST-AL, LLC, owners; Bruce Sanders, agent request a change of zoning on Parcel ID#s 6-22-0-0-4.1 and part of 5.0 in Section 22 Twp 15 Range 4W from I-3 (Industrial) to I-3(S) (Strip Mining); and, 6-23-0-0-2 and parts of 3.0 and 4.0, and 6-24-0-0-4.0 & 7.0 in Sections 23 and 24 Twp 15 Range 4W from A-1 (Agriculture) to I-3(S) (Strip Mining) for expansion of a strip mining operation. (Case Only: 3600, 3784, 3279, 3216, 3130, 2910, and 2880 Glovers Bend Road; Gardendale, AL 35071) (GLOVERS BEND) (735 Acres M/L)

RESTRICTIVE COVENANT: the mining company shall provide a Certificate of Deposit that will cover any damages to the well water and/or pump of residents of the immediate area, and shall provide a certified letter stating any such reparations shall be made immediately upon notification.

Motion was made by Commissioner Brown seconded by Commissioner Knight that Z-2012-010 be approved subject to filing of covenants. Voting "Aye" Brown, Knight, Bowman, Carrington and Stephens.

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Jun-12-2012-393

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

Cravath, Swaine & Moore, LLP - final payment of scheduled legal fees associated with the termination of the Consent Decree due in the amount of \$450,000

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

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Jun-12-2012-394

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute an Agreement between Jefferson County, Alabama and Troy Systems Integration Group, in the amount of \$25,000.00 to provide professional engineering services for the Jefferson County Environmental Services Wastewater Treatment Plants.

AGREEMENT

To Provide Professional Engineering Services For The Jefferson County Environmental Services Wastewater Treatment Plants

This AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between Jefferson County, Alabama as Party of the First Part, hereinafter referred to as the "OWNER", and Troy Systems Integration group (TSIG), 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 consulting and programming services for the control systems on a as needed basis at the Jefferson County Environmental Services wastewater treatment plants.

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 OWNER and ascertain the written practices of the Jefferson County Environmental Services Department prior to beginning any work on this project. All work under this AGREEMENT shall be performed in accordance with these standard practices and any special requirements herein set forth.

##### SECTION 1 - OBLIGATION OF CONSULTANT TO THE OWNER

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

· TSIG shall provide the services of a TSIG Senior Systems Electrical Engineer/Designer to work with the OWNER, as needed in evaluating, developing and implementing potential control strategy modifications at the Jefferson County Environmental Services wastewater treatment plants.

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

It is understood that the OWNER will:

1. Assist the CONSULTANT by placing at their disposal all available information pertinent to the site of the project(s), including previous drawings and any other data relative to the condition of the site.
2. 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.
3. Provide access to and make all provisions for the CONSULTANT to enter upon public and private lands as required for the CONSULTANT to perform its work under this AGREEMENT.
4. Examine drawings, specifications, opinions of probable cost of construction, proposals, and other documents presented by the CONSULTANT, and shall render decisions in writing pertaining thereto within a reasonable time so as not to delay the services of the CONSULTANT.
5. Give prompt written notice to the CONSULTANT whenever the OWNER observes, or otherwise becomes aware of, any defect in the performance of engineering services.

##### SECTION 3 - CONFERENCES AND VISITS TO SITE

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

#### ARTICLE II - TIME OF BEGINNING AND COMPLETION

- A. The CONSULTANT agrees to commence performance of 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 services to be provided shall be completed in accordance with the following schedule:
  1. Contract time shall begin on the date of issue of the Notice to Proceed. The scope of work as outlined shall be completed within three hundred sixty-five (365) days from the issue date of the Notice to Proceed.
- C. In case the OWNER should deem it to be advisable or necessary in the execution of the work to make any alteration which will increase or decrease the scope of work outlined in this AGREEMENT, the time limits specified herein may be adjusted, in accordance with Article IV, Section 1.
- D. The Contract shall remain in full effect until completion of the Scope of Work and acceptance of final payment by the CONSULTANT, up to the maximum term allowed by law.

#### ARTICLE III - PAYMENT

##### SECTION 1

For services performed by the CONSULTANT under this AGREEMENT, and as full and complete compensation 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 the attached "Schedule of Rates and Fees". The contract shall have a total contract amount not to exceed twenty-five thousand dollars (\$25,000). This contract amount shall not be exceeded except by a formal amendment to this agreement.

Payment shall be made, not more 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) calendar days of receipt of the CONSULTANT's payment request by the County Finance Department.

#### SECTION 2

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

### ARTICLE IV - MISCELLANEOUS PROVISIONS

#### SECTION 1 - CHANGE OF WORK

If, during the term of this AGREEMENT, additional services are required of the CONSULTANT other than those specified above or major changes in the work become necessary or desirable, the 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 shall within ten (10) days notify the OWNER in writing. 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 will be made on a proportional 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 drawings, specifications, and other engineering data furnished to the OWNER by the CONSULTANT shall bear thereon the endorsement of the CONSULTANT.

#### SECTION 3 - CONSULTANT'S ENDORSEMENT

The CONSULTANT shall endorse the original title or cover sheet of all specifications and drawings required to be furnished by him under the terms of this AGREEMENT.

#### SECTION 4 - DELAYS AND EXTENSIONS

A. In the event that unavoidable delays prevent completion of the services to be performed under this AGREEMENT in the time specified in ARTICLE II - TIME OF BEGINNING AND COMPLETION, the 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. Any time extension for work authorized will be based on the ratio that the additional compensation bears to the original fee and time limit.

#### SECTION 5 - TERMINATION OR ABANDONMENT

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

B. The 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:

1. No consideration will be given to profit which the CONSULTANT might have made on the uncompleted portion of the work.
2. If this AGREEMENT provides for a lump sum amount, final compensation to the CONSULTANT shall be determined by the 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.
3. If this 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 COUNTY for CONSULTANT's breach of any substantive provision of the Contract including, but not limited to, any of the following reasons:

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

the specified time.

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

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

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

(B - D not on agreement)

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

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

SECTION 7 - DISPUTES

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

SECTION 8 - RESPONSIBILITY FOR CLAIMS AND LIABILITY

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

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

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

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

A thirty (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 thirty (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 provision of the Labor Law, all State Laws, Federal and Local Statutes, Ordinances and Regulations that are applicable to the performance of this AGREEMENT, and especially laws, ordinances and statutes prohibiting discrimination in employment of persons on account of race, creed, color, or national origin, and all applicable provisions of Title 6,

Code-of-Federal-Regulations, and procure all necessary licenses and permits required to do business as a CONSULTANT.

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

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

#### SECTION 11 - EMPLOYMENT OF COUNTY WORKERS

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

B. The CONSULTANT warrants that he has not employed or retained any company, or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this AGREEMENT, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty the 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.

C. No COUNTY official or employee of the COUNTY or the OWNER 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

A. 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

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

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

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

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

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

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

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

#### ARTICLE V

SECTION 1 - EXECUTORY CLAUSE

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

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

ARTICLE VI

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures, Troy Systems Integration Group, Inc. on the \_\_\_\_ day of \_\_\_\_\_, 2012, and the OWNER on the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

Troy Systems Integration Group

Peggy Troy

Recommended:

David Denard, Director

Director of Environmental Services

Attest:

Jefferson County Commission

Minute Clerk

W.D. Carrington, President

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

Jun-12-2012-395

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the Valley Creek Wastewater Treatment Plant Anaerobic Digester Clean-Out & Solids Disposal project, such bids having been opened on Thursday, February 16, 2012 and listed as follows:

	Contractor	Amount Bid
1.	Video Industrial Services, Inc.	\$ 493,040.00
2.	Synagro-WWT, Inc.	\$ 599,120.00
3.	Terra renewal	\$ 644,912.00
4.	Merrell Bros.	\$ 655,587.00
5.	Powell Builders, Inc.	\$ 800,918.00
6.	USI Environmental	\$ 1,112,000.00
7.	Hepaco LLC	\$ 1,960,600.00
8.	SEMs, Inc.	\$ 2,058,000.00
9.	GreenSouth Solutions	\$ 2,227,400.00

WHEREAS, after tabulation and certification by the Purchasing Department staff, it has been recommended that the contract for the Valley Creek WWTP Anaerobic Digester Cleanout and Solids Disposal be awarded to Video Industrial Services, Inc., in the amount of \$ 493,040.00.

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

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

Jun-12-2012-396

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute the Agreement for Village Creek Tornado Debris Removal Support contract in the amount of \$11,500.00 between Jefferson County and CH2M



Hill Engineers, Inc. This contract is for Design & Inspection Services related to the USDA-NRCS Grant of the same name.

#### Village Creek Tornado Debris Removal Support

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

WHEREAS, the said CONSULTANT has agreed and by these presents does agree with the COUNTY for the consideration hereinafter mentioned with payment to be administered by the COUNTY to complete the documents to bid for field services related to the removal of debris from Village Creek resulting from the April 27, 2011 tornado (PROJECT). This location is on the Village Creek WWTP property and is generally shown in Figure 1.

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

#### Background

On April 27, 2011, numerous tornadoes occurred in Alabama resulting in loss of life and property. The COUNTY experienced damage to their facilities. Also, debris from the tornado resulted in an impairment of Village Creek. The COUNTY has entered into a project agreement with the United State Department of Agriculture Natural Resources Conservation Service (NRCS) to provide up to \$93,631 in Federal funding related to the referenced debris removal. The contract for debris removal must be completed on or before July 31, 2012. This project provides for the completion of Contract Documents needed to competitively bid then award a contract for this debris removal work. The contract documents will provide the information and restrictions that the contractor will need to comply with in completing this work. The COUNTY will be responsible for providing field inspection service during the debris removal operations. Each task is identified in Article 1 and Detailed in Exhibit A.

#### Article I - Scope of Work

##### Section 1 - Obligation of CONSULTANT to COUNTY

The CONSULTANT will perform the following engineering services as described in Exhibit A, "Village Creek Tornado Debris Removal Support, Scope of Work – Task Description Details", which is provided on page 9 of this document.

- Task 1: Performance Requirements
- Task 2: Contract Documents Development
- Task 3: Bidding Services and Contract Award Recommendation

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

##### Section 2 - Obligation of the COUNTY to the CONSULTANT

It is understood that the COUNTY will:

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

##### Section 3 - Conferences, Visits to Site, Inspection Work

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

#### Article II - Time of Beginning and Completion

- A. The CONSULTANT agrees to start work on the professional services outlined under Article I of this AGREEMENT within ten (10) days after receipt of written notice from the COUNTY to proceed. The COUNTY will not notify the CONSULTANT to commence work until this AGREEMENT has been formally approved by both parties.
- B. The work to be performed shall be completed in one (1) month of receiving written Notice to Proceed from the COUNTY. Individual assignments performed under this AGREEMENT shall be completed on a schedule mutually agreed to by the COUNTY AND CONSULTANT.
- C. In case the COUNTY deems it advisable or necessary in the execution of the work to make any alteration which will increase or decrease the scope of work outlined in this AGREEMENT, the time limits specified herein may be adjusted in accordance with Article IV, Section 1.

### Article III - Payment

#### Section 1

For services performed by the CONSULTANT under this AGREEMENT, and as full complete compensation therefore, including all expenditures made and all expenses incurred by the CONSULTANT in connection with this AGREEMENT, except as otherwise provided herein, subject to and in conformity with all provisions of this AGREEMENT, the COUNTY will pay the CONSULTANT as follows: Engineering Services shall be billed on a Time and Material basis in an amount not to exceed \$11,500. The PROJECT labor rate schedule and sub consultant allowances for this PROJECT are included in Attachment 1.

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

#### Section 2

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

### Article IV - Miscellaneous Provisions

#### Section 1 - Changes of Work

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

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

#### Section 2 - Ownership of Engineering Documents

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

#### Section 3 - CONSULTANT'S Endorsement

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

#### Section 4 - Delays and Extensions

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

In the event that delays are deemed avoidable by the COUNTY and time extensions are not granted, the CONSULTANT may be

subjected to a liquidated damages charge of \$50.00 per day for each calendar day exceeding the time specified in Article.

#### Section 5 - Termination or Abandonment

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

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

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

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

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

#### Section 6 – Termination of Contract for Breach

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

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

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

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

#### Section 7 – Controversy

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

#### Section 8 - Responsibility for Claims and Liability

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

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

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

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

or others.

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

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

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

#### Section 9 - General Compliance with Laws

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

#### Section 10 – Subletting, Assignment or Transfer

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

#### Section 11 - Employment of COUNTY Workers

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

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

No COUNTY official, or employee of the COUNTY, Jefferson County Commission official, or employee of the Jefferson County Commission shall be admitted to any share or part of this AGREEMENT, or to any benefit that may arise 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 COUNTY and in accordance with the established policies, practices, and procedures of the Jefferson County Environmental Services Department.

#### Section 13 - Conditions Affecting Work

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

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

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

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

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

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

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

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

Section 14 – Governing Law/Dispute Resolution

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

Article V

Section 1 - Executory Clause

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

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

Article VI

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

CH2M HILL ENGINEERS, Inc.

Jonathan Childs, P.E.

Vice President

RECOMMENDED:

David Denard

Director of Environmental Services

ATTEST:

Minute Clerk

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

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

Jun-12-2012-397

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the Valley Trunk to Glen Oaks Subdivision Sanitary Sewer Replacement and Rehabilitation project, such certified bids having been open on Thursday, April 12, 2012 and listed as follows:

Contractor	Amount Bid
1. Bama Utility Contractors, Inc.	\$ 861,881.00

- |    |                             |                 |
|----|-----------------------------|-----------------|
| 2. | Reynolds Inliner, LLC       | \$ 865,389.00   |
| 3. | Baird Contracting Co., Inc. | \$ 939,012.50   |
| 4. | SAK Construction, LLC       | \$ 1,070,185.00 |

WHEREAS, after tabulation and certification by the Environmental Services staff, it has been recommended that the contract for the Valley Trunk to Glen Oaks Subdivision Sanitary Sewer Replacement and Rehabilitation be awarded to Bama Utility Contractors, Inc. in the amount of \$ 861,881.00.

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

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

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Jun-12-2012-398

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute Amendment No. 1 to the Agreement to Provide Engineering Design Services for Shannon Landfill Groundwater and Erosion Mitigation Study in the amount not to exceed One Hundred Two Thousand Fifty Two Dollars and Forty Cents (\$102,052.40) between Jefferson County and Engineering Service Associates, Inc. This amendment provides for additional Engineering Services and Assessment Monitoring at the Shannon Landfill as outlined in a letter dated February 29, 2012 to the Alabama Department of Environmental Management (ADEM).

AMENDMENT NO. 1  
 TO A G R E E M E N T TO PROVIDE  
 ENGINEERING DESIGN SERVICES FOR  
 SHANNON LANDFILL GROUNDWATER AND EROSION MITIGATION STUDY

This is an Amendment to the Contract by and Between Jefferson County, Alabama through the Environmental Services Department, hereinafter called "the Owner," and Engineering Service Associates, Inc., hereinafter called the "Consultant" to provide for additional Engineering Services and Assessment Monitoring at the Shannon Landfill.

WITNESSETH:

WHEREAS, the Owner desires to amend the contract; and

WHEREAS, the Consultant wishes to amend the contract.

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

The contract between the parties which was approved by the Jefferson County Commission on December 31, 2011, in Minute Book 162, Page 444, is hereby amended as follows:

I. AMENDMENT TO ARTICLE I - SCOPE OF WORK

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

1. Shannon Landfill Phase 2 Preliminary Assessment Monitoring:
  - A. Develop a Request for Proposals (RFP) for the installation of up to four (4) additional groundwater monitoring wells at the closed Shannon Landfill. At least one (1) of the new groundwater monitoring wells will be installed at a location upgradient of the landfill.
  - B. Answer Contractor's questions following the issuance of the RFP, evaluate Proposals, and make a recommendation to the OWNER for Proposal selection.
  - C. Coordinate and oversee construction activities during the installation of the groundwater monitoring wells.
  - D. Develop drawings showing the GPS location of the existing and newly installed monitoring wells.
  - E. Perform quarterly background soil sampling for barium analyses utilizing the Synthetic Precipitation Leaching Procedure.
  - F. Perform quarterly groundwater sampling/testing on each upgradient and downgradient well for a period of one (1) year. Each downgradient sample will be analyzed for barium using the Synthetic Precipitation Leaching Procedure. Each upgradient sample will be analyzed for the "alternative list" of constituents historically tested at Shannon Landfill.
  - G. Based on the quarterly groundwater sampling results, determine if a Statistically Significant Increase (SSI) over background value has occurred for any constituent analyzed at any downgradient monitoring well. If an SSI is detected for any constituent during Phase 2 testing, then an official Assessment Monitoring program (Phase 3) shall begin. Engineer shall not begin work on Phase 3 until a separate Notice to Proceed has been issued by the Owner.
  - H. Continue evaluating existing site conditions to determine if they are contributing to groundwater issues at Shannon Landfill.
  - I. Develop Maps, Drawings, Figures, and/or Data Tables for inclusion in a Report presenting and discussing the results and recommendations from the Phase 2 Preliminary Assessment Monitoring Program. This Report will serve as the basis for the Phase 2 response

to ADEM.

2. Shannon Landfill Phase 3, Assessment Monitoring:

A. Upon receiving separate Notice to Proceed for Phase 3, Consultant shall perform groundwater Assessment Monitoring in accordance with ADEM Administrative Code r. 335-13-4-.27-4.

B. If any Appendix II constituent is detected at statistically significant levels above the groundwater protection standard, Consultant shall perform the following:

i. Characterize the nature and extent of the release by installing at least one additional monitoring well at the Shannon Landfill boundary in the direction of the contaminant migration. The boundary well(s) shall be sampled and tested in accordance with ADEM Administrative Code r. 335-13-4-.27-4.

ii. Develop an Assessment of Corrective Measures which will include, at a minimum, an analysis of potential corrective measures, the time required to begin and complete the remedy, and the costs of remedy implementation.

3. Keep confidential all records.

4. Perform all work in accordance with standards and practices adopted by the Jefferson County Environmental Services Department.

5. Provide all associated data in electronic format to the Environmental Services Department project manager.

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

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

1. Amend to grant a time extension of twenty-four (24) months, beginning from the date of February 21, 2012.

III. AMENDMENT TO ARTICLE III - PAYMENT

Amend Article III – Payment, Section 1 as follows:

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

A. For services related to Phase 2 Preliminary Assessment Monitoring, OWNER will pay the CONSULTANT based on actual allowable expenses not to exceed the proposed costs of \$34,390.00, (Thirty-Four Thousand, Three Hundred Ninety Dollars), plus a fixed professional fee of \$1,980.00, (One Thousand, Nine Hundred Eighty Dollars) for a total "cost plus fixed fee" contract in the amount of \$36,370.00, (Thirty-Six Thousand, Three Hundred Seventy Dollars), as shown below and in Attachment 1 appended hereto. The contract Amount shall be subject to increases or decreases for changes in the Work as provided in Article IV, Section 1.

Engineering Services	\$31,850.00
Other Direct Cost	\$2,540.00
Professional Fee	\$1,980.00
Total, Phase 2 Preliminary Assessment Monitoring	\$36,370.00

B. For services related to Phase 3 Assessment Monitoring, OWNER will pay the CONSULTANT based on actual allowable expenses not to exceed the proposed costs of \$59,560.00, (Fifty-Nine Thousand, Five Hundred Sixty Dollars), plus a fixed professional fee of \$6,122.40, (Six Thousand, One Hundred Twenty-Two Dollars and Forty Cents) for a total "cost plus fixed fee" contract in the amount of \$65,682.40, (Sixty-Five Thousand, Six Hundred Eighty-Two Dollars and Forty Cents), as shown below and in Attachment 1 appended hereto.

The contract Amount shall be subject to increases or decreases for changes in the Work as provided in Article IV, Section 1.

Engineering Services	\$54,270.00
Other Direct Cost	\$5,290.00
Professional Fee	\$6,122.40
Total, Phase 3 Assessment Monitoring	\$65,682.40
Grand Total, Amendment No. 1 (Phases 2 and 3)	\$102,052.40

2. The following items are not included in the Consultant's costs and shall be paid by the Owner:

A. Advertising costs, such as Request for Proposal (RFP) advertising for additional groundwater monitoring well installation.

B. Cost of installation and development of additional groundwater monitoring wells.

C. Any additional ADEM monitoring requirements such as surface water sampling, air sampling or additional soil sampling.

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

ARTICLE VI

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

ENGINEERING SERVICE ASSOCIATES, INC.

Celeste T. Lachenmyer, President

RECOMMENDED:

ENVIRONMENTAL SERVICES DEPARTMENT

David Denard, Director

APPROVED:

JEFFERSON COUNTY, ALABAMA

W.D. Carrington, President

Jefferson County Commission

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

Jun-12-2012-399

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is hereby authorized to execute the Quit Claim Deed set forth below:

QUIT CLAIM

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the sum of One Million, Seven Hundred Forty-One, Thousand Five Hundred and No/100's DOLLARS (\$1,741,500.00) in hand paid by the City of Birmingham, a municipal corporation the receipt whereof is acknowledged, Jefferson County, Alabama, a political subdivision of the State of Alabama, does remise, release, quit claim and convey to the said City of Birmingham all of its right, title, interest, and claim in or to the following described real estate, to wit:

An undivided 45% interest in Lot 1A, Block 7, Third Sector Medical Center Expansion, as recorded in Map Book 109, Page 23, in the Office of the Judge of Probate of Jefferson County, Alabama.

Situated in Jefferson County, Alabama

TO HAVE AND TO HOLD, to the said City of Birmingham, heirs and assigns forever.

Given under my hand(s) and seal(s), this 12<sup>th</sup> day of June, 2012

JEFFERSON COUNTY, ALABAMA

W.D. Carrington, President

Jefferson County Commission

Attest:

Minute Clerk

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

JEFFERSON COUNTY COMMISSION

Finance Department

Unusual Demands

6/12/2012

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	DocNo
DISTRICT 1	1000193	JEFFERSON CO TREASURER	POSTAGE FOR SEWER BILLINGS MAIL OUT	GEN SVCS: ADMINISTRATION	44.16	1900060369
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCHASE OF STAMPS FOR SEWER BILLING MAIL OUT	GEN SVCS: ADMINISTRATION	10.56	1900060390
DISTRICT 1	1000193	JEFFERSON CO TREASURER	POSTAGE FOR SEWER BILLING, PHOTOS AND OFFSET ARM	GEN SVCS: ADMINISTRATION	139.70	1900060512
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PRINTED HUMAN BODY DIAGRAMS FOR MORGUE	CORONER/MEDICAL EXAMINER	130.00	1900060705
DISTRICT 1	1000193	JEFFERSON CO TREASURER	REPAIRS, TOOLS, KEYS, MAINTENANCE SUPPLIES, STAMPS	GEN SVCS: ADMINISTRATION	861.52	1900060706
*DISTRICT 1					1,185.94	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	BATTERIES, KEYS, PHONE CLIPS, OIL,CDL RENEWAL	R&T: HIGHWAY ENG & CONST	135.21	1900058864
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CELL PHONE ACCESSORIES (KETONA)	R&T: HIGHWAY MAINT-KETONA	55.97	1900060502
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CDL RENEWAL FOR J. MCPHERSON (TRAFFIC DIVISION)	R&T: TRAFFIC ENGINEERING	30.00	1900060377
DISTRICT 2	1000193	JEFFERSON CO TREASURER	SCREWDRIVER SETS & CELL PHONE CASES	R&T: HIGHWAY MAINT-KETONA	115.87	1900060556
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CDL RENEWAL & TEST FEES FOR Z. GURLEY & CANNED FOA	R&T: HIGHWAY MAINT-KETONA	65.77	1900060395
DISTRICT 2	1000193	JEFFERSON CO TREASURER	HITCH PINS, PLUMBING SUPPLIES, MAILBOX/POST (BESS)	R&T: HIGHWAY MAINT-BESS	68.77	1900060393
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CDL FEES, VEHICLE BATTERY	FLEET MGMT: ADMIN	186.48	1900060694
DISTRICT 2	1000917	E WAYNE SULLIVAN	REIMBURSEMENT FOR EWS FROM THE NACE 2012 MEETING	R&T: ADMINISTRATION	228.06	1900060745
*DISTRICT 2					886.13	
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REVENUE-REIMB. TRAVEL AUDIT-EDGAR WOODIS3/18-23 TN	REVENUE	38.48	1900058630
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REVENUE-REIMB FOR OFFICE SUPPLIES-JEFF CTY MAPBOOK	REVENUE	230.00	1900059037
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REVENUE-REIMB. POSTAGE-BIRMINGHAM	REVENUE	14.90	1900059038
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REVENUE-REIMB. TRAVEL AUDIT-EDGAR WOODIS4/1-4/6 GA	REVENUE	19.83	1900059039
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REVENUE-REIMB. MILEAGE- ENF.EXAMINERS - MARCH 2012	REVENUE	217.89	1900058892
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REVENUE-REIMB. MILEAGE- E. WOODIS MARCH 2012	REVENUE	12.56	1900058894
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REVENUE-REIMB. POSTAGE-BIRMINGHAM(TITLE APP) 63.29	REVENUE	63.29	1900060516
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REVENUE-REIMB. GENERAL OFFICE SUPPLIES-130.86	REVENUE	130.69	1900060411
DISTRICT 3	1000832	DONALD R MCALLISTER	LOCAL MILEAGE - MCALLISTER	BD OF EQUAL - BHAM STATE	155.52	1900060755
DISTRICT 3	1001598	THE BIRMINGHAM NEWS	SJ005621382 LEGAL AD	FINANCE ADMINISTRATION	1,732.50	1900060832
DISTRICT 3	1002879	DIGITAL ASSURANCE	PROFESSIONAL SERVICES	FINANCE ADMINISTRATION	1,500.00	1900060833
DISTRICT 3	1029588	REGIONS BANK - SUBPOENA	DOCUMENT S FOR COURT CASE	BD OF EQUAL - BHAM STATE	45.00	1900060754
*DISTRICT 3					4,160.66	
DISTRICT 4	1000193	JEFFERSON CO TREASURER	EMA - SIREN REPAIRS & POSTAGE	EMA	296.30	1900060749
DISTRICT 4	1006633	CYNTHIA VINES BUTLER	REPAYMENT FOR UNDERPAYMENT OF LODGING	PROBATE COURT	52.88	1900060712
*DISTRICT 4					349.18	
DISTRICT 5	1000193	JEFFERSON CO TREASURER	DRIVERS LICENSE CLASS B CDL RENEWAL	ES: BIOSOLIDS HANDLING	20.00	1900059251
DISTRICT 5	1000193	JEFFERSON CO TREASURER	FILTER AND PARTS USED TO REPAIR ICE MACHINE	ES: TURKEY CREEK WWTP	48.15	1900059256
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PARTS TO REPAIR COMPRESSOR AND AC UNIT	ES: TURKEY CREEK WWTP	96.39	1900060403



DISTRICT 5	1000193	JEFFERSON CO TREASURER	PURCHASED PARTS TO REPAIR PLANT ALUM LINE	ES: LEEDS WWTP	53.75	1900060407
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BOLTS,TIE CABLES,GASKETS	ES: PKAGE WWTP & PUMP STA	246.84	1900060415
DISTRICT 5	1000193	JEFFERSON CO TREASURER	EMERGENCY A/C PARTS FOR AL SEIER ELEC. EQUIPMENT	ES: CAHABA RIVER WWTP	234.26	1900060413
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BLADES FOR SAWZALL AT THE PLANT	ES: CAHABA RIVER WWTP	12.97	1900060391
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BELTS;PVC;CLEANER;SPRAY BOTTLES;CHARTS;	ES: FIVE MILE CREEK WWTP	187.11	1900060513
DISTRICT 5	1000193	JEFFERSON CO TREASURER	WELDING WIRE AND DRILL BITS FOR MAINTENANCE SHOP	ES: CAHABA RIVER WWTP	20.94	1900060392
DISTRICT 5	1000193	JEFFERSON CO TREASURER	EMPLOYEES' REIMBURSEMENTS	PER BD: TRAINING	98.88	1900060514
DISTRICT 5	1000193	JEFFERSON CO TREASURER	A/C MAN BOUGHT PARTS FOR UNIT AT AL SEIER.	ES: CAHABA RIVER WWTP	81.02	1900060756
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PVC CEMENT FOR MAINTENANCE SHOP	ES: CAHABA RIVER WWTP	6.43	1900060759
DISTRICT 5	1000193	JEFFERSON CO TREASURER	EXHAUST FLUID;WET/DRY VACUUM;SENSOR;ACETYLENE	ES: VILLAGE ELECTRICAL SHOP	324.85	1900060707
DISTRICT 5	1000193	JEFFERSON CO TREASURER	REGISTRATION FEE - ASTD WORKSHOP	ES: BARTON LAB	158.00	1900060708
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BELT,HOSE,FILTER,BATTERIE,FIRST AID, ACID, SPIDER	ES: VILLAGE MAINT SHOP	589.22	1900060710
DISTRICT 5	1000193	JEFFERSON CO TREASURER	ICEMAKER PART;EPOXY;MORTAR;PAINT;FITTINGS;KEY;MEDS	ES: FIVE MILE MAINT SHOP	334.55	1900060696
DISTRICT 5	1000193	JEFFERSON CO TREASURER	USED PERSONAL VEHICLE FOR AN EMERGENCY AT LEEDS	ES: LEEDS WWTP	12.96	1900060695
DISTRICT 5	1000193	JEFFERSON CO TREASURER	GLOVES FOR MAINTENANCE MEN	ES: CAHABA RIVER WWTP	11.99	1900060757
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PVC PARTS FOR INF. PUMP DRAIN LINE	ES: CAHABA RIVER WWTP	3.62	1900060758
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PRINTERS, PUMP, SHOPVAC, FIRST AID SUPPLIES	ES: VILLAGE CREEK WWTP	265.38	1900060615
DISTRICT 5	1000193	JEFFERSON CO TREASURER	USED PERSONAL VEHICLE TO ANSWER ALARM AT LEEDS	ES: LEEDS WWTP	16.20	1900060733
DISTRICT 5	1000193	JEFFERSON CO TREASURER	ADEM RENEWAL,BRAKE FLUID,RADIATOR REPAIR,ROD MOTOR	ES: ADMIN LINE MAINT	281.49	1900060714
DISTRICT 5	1000193	JEFFERSON CO TREASURER	RUBBER BOOT FOR MIXER;	ES: FIVE MILE MAINT SHOP	333.00	1900060734
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BATTERY;PRINTER;TAPE;	ES: FIVE MILE CREEK WWTP	273.68	1900060626
DISTRICT 5	1028409	B & H CONTRACTING	EMERGENCY FORCE MAIN REPAIR IN ADAMSVILLE 5/11/12	ES: SANITATION ADMIN	1,961.87	1900060760
DISTRICT 5	1029338	ESTATE OR ROY DALE TYNER	REFUND FOR OVERPAYMENT & LK ADJ W0-88429(D)	FINANCE SEWER SERVICES	752.84	1900060380
DISTRICT 5	1029496	GREG A BATES	REFUND FOR OVERPAYMENT & FB W0-11903(D)	FINANCE SEWER SERVICES	153.68	1900060388
DISTRICT 5	1029497	CHARLES E HAYNES	REFUND FOR OVERPAYMENT & FB W0-92538(D)	FINANCE SEWER SERVICES	7.92	1900060385
DISTRICT 5	1029498	JOHN A SMITH	REFUND FOR OVERPAYMENT & FB W0-41617(D)	FINANCE SEWER SERVICES	244.44	1900060387
DISTRICT 5	1029499	J W LEWIS/	REFUND FOR OVERPAYMENT & FB W0-107053(D)	FINANCE SEWER SERVICES	51.28	1900060386
DISTRICT 5	1029500	JOE DOBBINS	REFUND FOR OVERPAYMENT & FB W0-98190(D)	FINANCE SEWER SERVICES	65.32	1900060384
DISTRICT 5	1029501	JOHN C DYKES	REFUND FOR OVERPAYMENT & FB W0-7726(D)	FINANCE SEWER SERVICES	174.07	1900060383
DISTRICT 5	1029502	WILLIAM B SMITH	REFUND FOR OVERPAYMENT & FB W0-105892(D)	FINANCE SEWER SERVICES	20.00	1900060382
DISTRICT 5	1029503	THOMAS LILES	REFUND FOR OVERPAYMENT & FB W0-93283(D)	FINANCE SEWER SERVICES	20.63	1900060381
DISTRICT 5	1029543	DANIEL E ADKINS	EMPLOYEE REFUND FOR HEALTH INSURANCE	HUMAN RESOURCES ADMIN	170.50	1900060414
DISTRICT 5	1029568	PEGGY HORN	PEGGY HORN REFUND OF MARCH AND APRIL 2012 VISION	HUMAN RESOURCES ADMIN	36.12	1900060515
*DISTRICT 5					7,370.35	
**					13,952.26	

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

Jun-12-2012-400

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 CO'TRACTS ARE BASED UPON THE LOWEST BIDS MEETING SPECIFICATIONS.

Week of 5/10/12 - 5/16/12

RECOMMENDED FOR:

- ENVIRONMENTAL SERVICES LINE MAINTENANCE ADMINISTRATION FROM ADS LLC, BIRMINGHAM, AL, FOR FLOW MONITORING PARTS FOR THE PERIOD OF 7/1/11 - 6/30/12. SAP PURCHASE ORDER # 2000064942  
\$43,909.19 TOTAL REFERENCE BID # 97-11
- ENVIRONMENTAL SERVICES CAHABA RIVER WWTP FROM CDW GOVERNMENT INCORPORATED, CHICAGO, IL, TO PURCHASE SIX (6) AXIS 215 PTZ-E NETWORK CAMERAS. SAP PURCHASE ORDER # 2000064959  
\$8,776.40 TOTAL
- ENVIRONMENTAL SERVICES VILLAGE CREEK WWTP FROM THE ESHELMAN COMPANY, BIRMINGHAM, AL, TO AWARD BLANKET PURCHASE AGREEMENT FOR REPLACEMENT PARTS FOR CHLORINATION SYSTEM FOR THE PERIOD OF 6/12/12 THRU 6/11/13. SAP PURCHASE ORDER # 2000064970 \$16,614.00 TOTAL  
REFERENCE BID # 112-12
- ENVIRONMENTAL SERVICES - NORMAN SKINNER (LEEDS) WWTP FROM JIM HOUSE AND ASSOCIATES, BIRMINGHAM, AL, FOR ONE (1) DRY PIT SOLIDS HANDLING BACK PULLOUT (INCLUDES ONE (1) IMPELLER FOR BACK-PULLOUT). SAP PURCHASE ORDER # 2000064866 \$28,270.00 TOTAL REFERENCE BID # 108-12
- ENVIRONMENTAL SERVICES CAHABA RIVER WWTP FROM HYDRA SERVICE, WARRIOR, AL, TO AWARD BLANKET PURCHASE AGREEMENT FOR TWO (2) SUBMERSIBLE SEWAGE PUMPS (ABS 14 HP AND ABS 28 HP) FOR THE PERIOD OF 6/12/12 THROUGH 6/11/13. SAP PURCHASE ORDER # 2000064998 \$14,775.00 TOTAL  
REFERENCE BID # 117-12
- COOPER GREEN MERCY HOSPITAL - STORES FROM MIDWEST MEDICAL SUPPLY COMPANY LLC, EARTH CITY, MO, CONTRACT RENEWAL FOR ADULT RESUSCITATION BAGS FOR THE PERIOD OF 6/13/12 THROUGH 6/12/13.  
REFERENCE BID # 72-10 HISTORICAL COST \$7,148.00 TOTAL
- GENERAL SERVICES ADMINISTRATION FROM MAYER ELECTRIC SUPPLY, BIRMINGHAM, AL, CONTRACT RENEWAL FOR ELECTRICAL SUPPLIES FOR THE PERIOD OF 6/12/12 THROUGH 6/11/13.  
REFERENCE BID #92-10 HISTORICAL COST \$32,033.14 TOTAL
- INFORMATION TECHNOLOGY FROM AMBIT SOLUTIONS, BIRMINGHAM, AL, CONTRACT RENEWAL FOR IP

TELECOMMUNICATIONS EQUIPMENT/ INSTALLATION FOR THE PERIOD OF 6/28/12 - 6/27/13.

REFERENCE BID # 141-11

9. GENERAL SERVICES ADMINISTRATION FROM FILTER SERVICE COMPANY INCORPORATED, TUSCALOOSA, AL, CONTRACT RENEWAL FOR AIR FILTERS FOR THE PERIOD OF 6/13/12 THROUGH 6/12/13.

REFERENCE BID # 105-11 HISTORICAL COST \$40,078.71 TOTAL

10. COMMUNITY AND ECONOMIC DEVELOPMENT FROM S & W CONSTRUCTION, LLC, REMLAP, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR HOUSING REHABILITATION FOR GERALD LOWE.

SAP PURCHASE ORDER # 2000063063 \$ 2,500.00 TOTAL

TOTAL PURCHASE ORDER \$10,700.00 TOTAL REFERENCE BID # 73-12

Week of 05/17/12 - 05/23/12

RECOMMENDED FOR:

1. ENVIRONMENTAL SERVICES - VILLAGE CREEK WWTP FROM FLEXIM AMERICAS CORPORATION (DISTRIBUTORS FOR D.W. PROUTY), EDGEWOOD, NY, FOR FLOWMETERS, TRANSDUCERS AND ACCESSORIES FOR THE PERIOD OF 9/1/11 - 8/31/12. SAP PURCHASE ORDER # 2000065106 \$53,970.60 TOTAL REFERENCE BID # 174-11

2. ENVIRONMENTAL SERVICES - VILLAGE CREEK MAINTENANCE SHOP FROM BDI, DECATUR, AL, TO AWARD CONTRACT FOR GEARBOXES AND LOCKING ASSEMBLIES FOR THE PERIOD OF 6/12/12 - 6/11/13.

SAP PURCHASE ORDER # 2000065111 \$22,633.80 TOTAL REFERENCE BID # 104-12

3. ENVIRONMENTAL SERVICES - CAHABA RIVER WWTP FROM JIM HOUSE & ASSOCIATES, BIRMINGHAM, AL, FOR FLYGT PUMP REPAIRS (WORK ORDER 57714-8) FOR THE PERIOD OF 8/16/11 - 8/16/12.

SAP PURCHASE ORDER # 2000065119 \$8,423.65 TOTAL REFERENCE BID # 193-10

4. JEFFERSON COUNTY DEPARTMENTS FROM ARAMARK UNIFORM SERVICE, BIRMINGHAM, AL, TO AWARD CONTRACT FOR WORK UNIFORM RENTAL AND MISCELLANEOUS. REFERENCE BID # 14-12

HISTORICAL COST UNKNOWN

5. COOPER GREEN MERCY HOSPITAL FROM BERNEY OFFICE SOLUTION, MONTGOMERY, AL, FOR PRINTER MAINTENANCE FOR THE PERIOD OF 10/1/11 - 9/30/12. SAP PURCHASE ORDER # 2000064913

\$55,000.00 TOTAL REFERENCE BID #104-09

6. JEFFERSON REHABILITATION HEALTH CENTER AND PACA MEMBERS FROM CHARM-TEX, BROOKLYN, NY, CONTRACT RENEWAL FOR LADIES UNDER GARMENTS FOR THE PERIOD OF 5/11/12 THROUGH 5/10/13.

REFERENCE BID # 115-11 HISTORICAL COST \$8,710.00 TOTAL

7. GENERAL SERVICES AND ALL JEFFERSON COUNTY DEPARTMENTS FROM J BRANDT RECOGNITION LTD, FORT WORTH, TX, CONTRACT RENEWAL FOR SERVICE PINS FOR THE PERIOD OF 6/6/12 - 6/5/13.

REFERENCE BID # 121-11 HISTORICAL COST \$1,323.00 TOTAL

8. GENERAL SERVICES, COOPER GREEN MERCY HOSPITAL, JEFFERSON REHABILITATION AND HEALTH CENTER AND PACA MEMBERS FROM MCCAIN UNIFORMS, BIRMINGHAM, AL, CONTRACT RENEWAL FOR WORK UNIFORMS FOR THE PERIOD OF 6/22/12 - 6/21/13. REFERENCE BID # 146-11 HISTORICAL COST \$52,000.00 TOTAL

9. GENERAL SERVICES, COOPER GREEN MERCY HOSPITAL, JEFFERSON REHABILITATION AND HEALTH CENTER AND PACA MEMBERS FROM MCCAIN UNIFORMS, BIRMINGHAM, AL, CONTRACT RENEWAL FOR LAW ENFORCEMENT UNIFORMS FOR THE PERIOD OF 5/4/12 - 5/3/13. REFERENCE BID # 101-10

HISTORICAL COST \$23,762.20 TOTAL

10. COOPER GREEN MERCY HOSPITAL (PHARMACY) FROM THOMSON MICROMEDEX, GREENWOOD VILLAGE, CO, TO PROVIDE ACCESS TO THE MICROMEDEX HEALTHCARE SERIES DRUG ESSENTIALS DATABASE INFORMATION FOR THE CONTRACT PERIOD OF 5/1/12 - 4/30/13. SAP PURCHASE ORDER # 2000063793 \$17,177.00 TOTAL

CLARITY CONTRACT # CON-0000431

11. ENVIRONMENTAL SERVICES TRUSSVILLE WWTP FROM KUSTERS ZIMA CORPORATION WASTE TECH DIVISION, SPARTANBURG, SC, TO PURCHASE REPLACEMENT PARTS FOR GRIT CLASSIFIER.

SAP PURCHASE ORDER # 2000065051 \$15,785.00 TOTAL REFERENCE BID # 109-12

12. ENVIRONMENTAL SERVICES TRUSSVILLE WWTP FROM JIM HOUSE & AOOMTES, BIRMINGHAM, AL, TO PURCHASE NEW ROTATING ASSEMBLY AND WEAR PLATE FOR RAS PUMP SUPER SERIES T10.

SAP PURCHASE ORDER # 2000065132 \$5,767.95 TOTAL

Week of 05/24/12 - 05/30/12

RECOMMENDED FOR:

1. COMMUNITY AND ECONOMIC DEVELOPMENT FROM S & W CONSTRUCTION LLC, REMLAP, AL, CHANGE ORDER

TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR HOUSING REHABILITATION FOR BRENDA RICHARDS.

- SAP PURCHASE ORDER # 2000063059            \$1,327.00    TOTAL            REFERENCE BID # 73-12
2. INFORMATION TECHNOLOGY FROM SHRED IT, BESSEMER, AL, TO PICK UP AND DESTROY/SHRED MATERIAL FOR THE PERIOD OF 10/1/11 - 9/30/12. SAP PURCHASE ORDER # 2000065161            \$5,500.00    TOTAL  
REFERENCE BID # 162-11
3. PERSONNEL BOARD FROM DELL MARKETING LP, ATLANTA, GA, TO REPLACE OUTDATED MICROCOMPUTER EQUIPMENT AND ACCESSORIES FOR THE PERIOD OF 5/1/12 - 4/30/12. SAP PURCHASE ORDER # 2000065218  
\$27,180.51    TOTAL            REFERENCE BID # 90-10            CLARITY CONTRACT # CON-00003708
4. REVENUE DEPARTMENT FROM CONCEPT INCORPORATED, ALABASTER, AL, TO APPROVED THE BUDGETED AMOUNT FOR TAG ENVELOPES FOR THE PERIOD OF 10/1/11 - 9/30/12. CONTRACT APPROVED BY COMMISSION ON 9/26/2011. SAP PURCHASE ORDER # 2000065241            \$24,657.88    TOTAL            REFERENCE BID # 170-11

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

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Jun-12-2012-401

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.

Week of 05/10/12 - 05/16/12

1. EXCEPTION FOR ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM AAA ENVIRONMENTAL SERVICE, BIRMINGHAM, AL, FOR INVOICE PAYMENT FOR PUMP REPLACEMENT ON 4/26/12, WORK ORDER # S 53912.  
SAP PURCHASE ORDER # 2000064899            \$1,275.00    TOTAL
2. EXCEPTION FOR ENVIRONMENTAL SERVICES LEEDS WWTP FROM FISHER SCIENTIFIC, ATLANTA, GA, TO PAY INVOICE # 7822467 FOR LABORATORY TESTING ITEMS ALREADY PURCHASED. SAP PURCHASE ORDER # 2000064901  
\$1,191.57    TOTAL

Week of 05/17/12 - 05/23/12

1. EXCEPTION FOR COOPER GREEN MERCY HOSPITAL FROM CARDINAL HEALTH, STONE MOUNTAIN, GA, TO PAY FOR QUALITY CONTROLS AS ORDERED BY CGMH LABORATORY FOR PATIENT TESTING.  
SAP PURCHASE ORDER # 2000064121            \$12,301.22    TOTAL            NEW BID IN PROCESS

Week of 05/24/12 - 05/30/12

1. EXCEPTION FOR REVENUE DEPARTMENT FROM PHOENIX PAYMENT SYSTEM D/B/A EPX, WILMINGTON, DE, TO PAY INVOICE # 022815 FOR MAGNASAFE READER (CREDIT CARD SWIPE DEVICE FOR VPOST TERMINAL).  
SAP PURCHASE ORDER # 2000065252            \$4,185.00    TOTAL
2. EXCEPTION FOR COOPER GREEN MERCY HOSPITAL FROM MEDICAL INFORMATION TECHNOLOGY, CHICAGO, IL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PAY FOR MAINTENANCE SUPPORT FOR MEDITECH SYSTEM. (INVOICE #'S: 2012-17153, 2012 17152, 2012-13904, 2012-13903, 2012-09548 AND 2012-09547)  
SAP PURCHASE ORDER # 2000060949            \$57,500.00    TOTAL            REFERENCE BID # 138-07

For Week of 04/26/12 - 05/02/12

1. COOPER GREEN MERCY HOSPITAL FROM RURAL METRO, BESSEMER, AL, TO PAY INVOICES FOR AMBULANCE TRANSPORT SERVICES FOR FYI 1 IN THE AMOUNT OF \$4,805.60 AND THE REMAINING BALANCE WILL BE USED TO PAY PAST DUE AND CURRENT INVOICES FOR FY12. SAP PURCHASE ORDER # 2000064752  
\$45,000.00    TOTAL            REFERENCE BID # 5-11

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

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Jun-12-2012-402

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Encumbrance Reports for the week of 05/10/12 - 05/16/12, 5/17/12 - 5/23/12 and 5/24/12 - 5/30/12, be and hereby is approved.

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

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STAFF DEVELOPMENT

Multiple Staff Development

Environmental Services - 2 participants

Brian Rohling		\$2,103.48
Cedric Hayden		\$1,981.36
Water Environment Federation's technical Exhibition & Conference New Orleans, LA – September 30 - October 4, 2012		

Individual Staff Development

Community Development

Yolanda Burrells Caver	(grant funds)	\$1,103.44
Supervised Visitation Program: Envisioning Solutions for Collaborative Practice Workshop - Safe Haven Reno, NV – June 25-28, 2012		

Revenue

Bruce Thompson		\$2,554.00
Tax Audit Atlanta, GA – July 8-13 & July 22-27, 2012		
Edgar Woodis		\$917.90
Tax Audit Mobile, AL – June 22-27, 2012		
Edgar Woodis		\$1,342.13
Tax Audit Atlanta, GA – August 5-10, 2012		
Charles Bell		\$1,159.80
Tax Audit Charlotte, NC & Athens, GA – July 8-13, 2012		

Tax Assessor

Rickey Davis	(state funds)	\$630.38
AL XIV: Subdivision Layouts Montgomery, AL – June 19-22, 2012		

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

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BUDGET TRANSACTIONS

Positions Changes and/or Revenue Changes

- (1) Landfill \$98,000  
Increase expenditures to set up budget to cover the cost of ADEM mandated monitoring of the closed Shannon Landfill.
- (2) Cooper Green Mercy Hospital \$549,442.68  
Decrease operating expenditures for FY2012 (Jefferson Clinic contract)
- (3) Sheriff's Office \$100,000

Shift funds and add purchasing memorandum to purchase 10 vehicles from the City of Hoover.

Other Budget Transactions

(4) Cooper Green Mercy Hospital \$11,300

Shift funds and add purchasing memorandum to purchase a microscope for laboratory.

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

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Jun-12-2012-403

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

Amendment to Contract with the City of Graysville for enhanced law enforcement services for the period December 1, 2011 - November 30, 2012 in the amount of \$420,000.00 - revenue.

AMENDMENT TO CONTRACT

This is an amendment to the contract for enhanced law enforcement services previously entered into between the City of Graysville, a municipal corporation organized under the laws of the State of Alabama (the "City") and Mike Hale as Sheriff of Jefferson County, Alabama (the "Sheriff") and dated December 15, 2010 (the "Contract"). The effective date of this "Amendment to Contract" shall be December 1, 2011.

WITNESSETH:

WHEREAS, the City desires to further amend the Contract;

WHEREAS, the Sheriff desires to further amend the Contract.

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

The Contract is hereby amended to add the following to the end of Section 1 (otherwise, Section 1 shall remain un-amended and the same) and to revise Section 6 completely as follows:

1. PAYMENT BY CITY. Effective December 1, 2011, the City shall pay to the Office of Sheriff of Jefferson County the sum of \$420,000.00 annually for the services provided pursuant to this Agreement, with monthly payments in the amount of \$35,000.00 due on or before the 15t day of each month as long as this Agreement remains in effect.

6. TERM. This Agreement shall take effect on December 1, 2010 and continue for a period of two (2) years until November 30, 2012, unless terminated in accord with the provisions hereof. Any party may terminate this Agreement without cause or further liability to the other, except as to the indemnification provided herein, upon written notice to the other parties to this Agreement, said written notice to be given not less than ninety (90) days prior to the requested termination date. Said notice shall be deemed delivered when a copy is delivered to the other parties hereto and a receipt thereof signed by the other parties.

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

Agreed upon and signed this 22<sup>nd</sup> day of March, 2012, at Birmingham, Alabama.

ATTEST:  
Captain M. Allen

JEFFERSON COUNTY SHERIFF  
Mike Hale, Sheriff

ATTEST  
Kathy Dumas

CITY OF GRAYSVILLE  
Doug Brewer, as Mayor

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

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Jun-12-2012-404

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the liquor application submitted by Snap Foods, Inc., applicant; Ahmed A. Bhadigia, President/Store Manager, d/b/a Sam's Food Mart located at 9225 Lock 17 Road, Adger, Alabama 35006 for a 050 - Retail Beer (off premise only) and 070 - Retail Table Wine (off-premise only) license, be and hereby is approved.

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

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Jun-12-2012-405

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the liquor application submitted by Quick Stop, LLC, applicant; Jon Anthony Baggett, Member/Store Manager, d/b/a Baggetts Quick Stop located at 1388 Alliance Road, Bessemer, Alabama 35023 for a 050 - Retail Beer (off premise only) and 070 - Retail Table Wine (off-premise only) license, be and hereby is approved.

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

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Jun-12-2012-406

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the contract between Jefferson County, Alabama and Enviro Management Co., Inc., approved at M.B. 163, PG. 45-50, on March 13, 2012, is hereby terminated for convenience of the County effective thirty (30) days following the adoption of this resolution.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Manager shall immediately notify Enviro Management Co., Inc. of this action.

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

Jun-12-2012-407

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.

State - Sub-grantee Agreements with the Alabama Emergency Management Agency:

(A) Hazard Mitigation Grant #1971-160 - \$103,078

Federal reimbursement for the installation of 25 residential safe rooms in Jefferson County

(B) Hazard Mitigation Grant #1971-209 - \$99,383

Federal reimbursement for the installation of 24 residential safe rooms in Jefferson County

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

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Jun-12-2012-408

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

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

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

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

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Jun-22-2012-409

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the contract between Jefferson County, Alabama and the Birmingham Regional Paratransit Consortium, d/b/a Clastran approved at M.B. 162, PG. 172-173, on August 30, 2011, is hereby terminated

for convenience of the County effective thirty (30) days following the adoption of this resolution.

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

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

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Jun-12-2012-410

WHEREAS, Lawson State Community College desires to provide occupational training to Adult participants.

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

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

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Jun-12-2012-411

WHEREAS, Lawson State Community College desires to provide occupational training to Dislocated Worker participants.

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

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

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Jun-12-2012-412

WHEREAS, Virginia College desires to provide occupational training to Adult participants.

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

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

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Jun-12-2012-413

WHEREAS, Virginia College desires to provide occupational training to Dislocated Worker participants.

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

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

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Jun-12-2012-414

WHEREAS, Jeremiah's Hope desires to provide seven occupational training programs leading to certification in healthcare fields to Adult participants.

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

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

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Jun-12-2012-415

WHEREAS, Jeremiah's Hope desires to provide seven occupational training programs leading to certification in healthcare fields to Dislocated Worker participants.

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

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

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Jun-12-2012-416

WHEREAS, the Bureau of Justice is accepting applications for FY 2012 grants to expand or enhance substance abuse services in existing adult 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 to enhance drug court operations.

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

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

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Jun-12-2012-417

WHEREAS, Jefferson County, through its Office of Community & Economic Development, will undertake various projects as part of its ongoing Community Development Block Grant programs; and

WHEREAS, the Jefferson County Office of Community & Economic Development will complete the Federally mandated Environmental Review for each project as required by applicable laws and regulations; and

WHEREAS, only when no significant environmental impact, other than beneficial, is determined or anticipated to result from a project as a result of the Environmental Review, the Office of Community & Economic Development will submit a "Finding of No Significant Impact" to the President of the Jefferson County Commission for execution.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President David Carrington is authorized and hereby directed to execute the Finding of No Significant Impact for the Edgewater Community Park Project (CDBG10-03F-U03-EDG)

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



Knight, Stephens, Bowman, Brown and Carrington.

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Jun-12-2012-418

WHEREAS, the Housing and Community Development Act of 1974, as amended, requires that certain environmental clearance procedures must be performed pursuant to making application to the U.S. Department of Housing and Urban Development for Community Development Block Grant funds; and

WHEREAS, the Jefferson County Office of Community & Economic Development will complete the Federally mandated Environmental Review for each project as required by applicable laws and regulations; and

WHEREAS, only when the required and appropriate environmental review techniques processes have been completed will the Office of Community & Economic Development submit a Request for Release of Funds to the President of the Jefferson County Commission for execution; and

WHEREAS, the Chief Executive Officer of the jurisdiction submitting application for said funding is authorized to assume the status of a responsible federal official insofar as the provisions of the National Environmental Protection Act of 1969 apply to the HUD responsibilities for environmental review, decision-making and action assumed and carried out by the applicant.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President David Carrington is authorized to consent and on behalf of the applicant, to accept jurisdiction for the enforcement of all aforesaid responsibilities, and is hereby authorized once the fifteen (15) day comment period has expired to execute and submit to the U.S. Department of Housing and Urban Development (HUD) a "Request for Release of Funds Certification" and documents for the Edgewater Community Park Project (CDBG10-03F-U03-EDG) from the Community Development Block Grant Program.

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

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Jun-12-2012-419

WHEREAS, a mortgage was executed by Dorothy L. Griffin, dated June 27, 1995, and recorded in Real 1098 page 497 in the Probate Office of Jefferson County, Alabama, Bessemer Division; and

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

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

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

FULL SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That, the undersigned, W. D. Carrington, AS PRESIDENT OF JEFFERSON COUNTY COMMISSION FOR JEFFERSON COUNTY, ALABAMA, does hereby acknowledge full payment of the indebtedness secured by that certain Mortgage executed by Dorothy L. Griffin, dated June 27, 1995, and recorded in Real 1098 page 497, in the Probate Office of Jefferson County, Alabama, Bessemer Division and the undersigned does further hereby release and satisfy said Mortgage.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed on this the 12<sup>th</sup> day of June, 2012.

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

W. D. Carrington, President

Jefferson County Commission

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

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Jun-12-2012-420

WHEREAS, Jefferson County, through its Office of Community & Economic Development, will undertake various projects as part

of its ongoing HOME programs; and

WHEREAS, the Jefferson County Office of Community & Economic Development has to complete the federally mandated Environmental Review process for the proposed Winchester Hills Subdivision development, to be located in the City of Tarrant, as required by applicable laws and regulations; and

WHEREAS, only when no significant environmental impact, other than beneficial, is determined or anticipated to result from a project as a result of the Environmental Review, the Office of Community & Economic Development will submit a "Finding of No Significant Impact" to the President of the Jefferson County Commission for execution.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Commission President, David W. Carrington, is authorized and hereby directed to execute the attached Finding of No Significant Impact for the proposed Winchester Hills Subdivision development located in the City of Clay.

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

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Jun-12-2012-421

WHEREAS, the HOME Investment Partnerships Program (HOME Program) is authorized by the Congress of the United States of America under the HOME Investment Partnerships Act (as amended) and identified as Public Law 101-625, Title II as Amended, and requires that certain environmental clearance procedures be performed pursuant to making application to the U.S. Department of Housing and Urban Development for HOME Program grant funds; and

WHEREAS, the Jefferson County Office of Community Development will complete the Federally mandated Environmental Review for each project as required by applicable laws and regulations; and

WHEREAS, only when the required and appropriate environmental review processes have been completed will the Office of Community & Economic Development submit a Request for Release of Funds to the President of the Jefferson County Commission for execution; and

WHEREAS, the Chief Executive Officer of the jurisdiction submitting application for said funding is authorized to assume the status of a responsible federal official insofar as the provisions of the National Environmental Protection Act of 1969 apply to the HUD responsibilities for environmental review, decision-making and action assumed and carried out by the applicant.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President, David W. Carrington, is authorized to consent and on behalf of the applicant, to accept jurisdiction for the enforcement of all aforesaid responsibilities, and is hereby authorized once the fifteen (15) day comment period has expired to execute and submit to the U.S. Department of Housing and Urban Development (HUD) a "Request for Release of Funds Certification" and documents for the proposed Winchester Hills Phase I Subdivision owner occupied housing development located in the City of Clay, Alabama.

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

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Jun-12-2012-422

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

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

WHEREAS, said mortgage is identified as follows:           518 42<sup>nd</sup> Street  
Fairfield, AL 35064

Mortgage executed by GREATER BIRMINGHAM HABITAT FOR HUMANITY, INC. dated April 28, 2010, in the original amount of \$125,000.00 and recorded in Book LR 201060 Page 15930, in the Probate Office of Jefferson County, Alabama, Bessemer Division

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

FULL SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That, the undersigned, JEFFERSON COUNTY, ALABAMA, A BODY POLITIC does hereby acknowledge full payment of the indebtedness secured by that certain Mortgage executed by Greater Birmingham Habitat for Humanity, Inc., dated April 28, 2010, in the original amount of \$125,000.00 and recorded in LR 201060 Page 15930, in the Probate Office of Jefferson County, Alabama, Bessemer Division, and the undersigned does further hereby release and satisfy said Mortgage.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed on this the 12<sup>th</sup> day of June, 2012.  
JEFFERSON COUNTY, ALABAMA, a political subdivision of the State of Alabama

W. D. Carrington, President  
Jefferson County Commission

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

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Jun-12-2012-423

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, W. D. Carrington, be hereby authorized, empowered and directed to correct the Resolution approved on March 13, 2012, Minute Book 163, Page 55 to the agreement between Jefferson County, Alabama and Southeastern Sealcoating, Inc., for the Gardendale New Castle Park Project (CD09-03F-UM04-GNP). The modified amount shall be increased by \$0.50. The new awarded amount shall be \$179,655.50 per contract instead of \$179,655.00. All other terms and conditions shall remain the same.

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

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Jun-12-2012-424

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) is requiring that all recipients of CDBG, HOME, HOPWA, and ESG, prepare a Five Year Consolidated Plan, Citizens' Participation Plan, and an Annual Action Plan in order to receive grant funds; and

WHEREAS, the Jefferson County Commission finds that said grants are vitally needed for providing housing assistance, neighborhood improvements, and economic development activities directed to the needs of low and moderate income families and persons, aiding in the prevention and elimination of slums and blight, creating jobs, and addressing other community development needs having a particular urgency to the community's health, welfare and safety; and

WHEREAS, Jefferson County has involved in its planning process citizens, non-profit organizations and other area governments to develop a comprehensive approach to solving the problems of low and moderate income people resulting in the Proposed 2012 Action Plan; and

WHEREAS, The Jefferson County Office of Community & Economic Development has developed a list of proposed housing and non-housing projects for the 2012 Action Plan based upon the needs of the community as addressed in a series of public hearings and an assessment of the priority of those needs.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission of Jefferson County, Alabama, that the Jefferson County Office of Community & Economic Development is authorized and hereby directed to make available to the public according to the Citizens Participation Plan, the proposed list of CDBG housing, CDBG non-housing, HOME, and Emergency Solutions projects for the Proposed 2012 One-Year Action Plan for public comment.

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

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Communication was read from Roads & Transportation recommended the following;

1. Warrior River Water Authority to install 3,000' of 6" and 3" water main on Mud Creek Church Road.
2. A T & T Corporation to install 375' of buried cable at 5002 Lapine Drive off Woodruff Mill Road.

3. AT&T Corporation to install 36,179' of buried and aerial cable on Camp Olive Road, Lock 17 Road, and Spingfellow Hill Road  
Motion was made by Commissioner Knight seconded by Commissioner Stephens that the Utility Permits be approved. Voting "Aye"  
Knight, Stephens, Bowman, Brown and Carrington.

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Jun-12-2012-425

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Roads & Transportation be granted permission to temporarily close Goodner Mountain Road between Old Springville Road and Stoney Creek Drive in order to remove a large diameter corrugated metal storm water drainage culverts and replace them with reinforced concrete culverts beginning Monday, June 18, 2012 and expecting to be reopened on Friday, June 22, 2012.

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

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

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Jun-12-2012-426

**ORDINANCE NUMBER 1804**

AN ORDINANCE OF THE JEFFERSON COUNTY COMMISSION  
TO PROHIBIT ANY PERSON FROM DRIVING ANY VEHICLE  
IN EXCESS OF THE SPEED LIMIT HEREWITH ESTABLISHED  
ON MOORE CEMETERY ROAD  
IN JEFFERSON COUNTY, ALABAMA

BE IT ORDAINED BY THE JEFFERSON COUNTY COMMISSION as follows:

Section 1. It shall be unlawful for any person to drive any vehicle in excess of 20 miles per hour on that part of Moore Cemetery Road described below and lying within unincorporated Jefferson County

**MOORE CEMETERY ROAD**

**From Old Huntsville Road to Charles Hamilton Road**

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

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

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

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

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Jun-12-2012-427

WHEREAS, the Jefferson County Office of Senior Citizens provides numerous valuable and indispensable services for the senior citizens of Jefferson County; and

WHEREAS, the Office of Senior Citizens receives a substantial amount of its funding through grant funding and federal cooperative programs; and

WHEREAS, it is essential that we provide our seniors with training, services, and knowledge to equip them for the life changes and issues that come with positive maturity; and

WHEREAS, the lack of substantial funding to this organization could result in the loss of the ancillary support that it receives through

grants and federal cooperative programs.

NOW, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that in support of the services rendered by the Office of Senior Citizens, the funding for this organization for FY 2012-2013 will not fall below the approved FY 2011-2012 funding allocated by this Commission.

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

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Jun-12-2012-428

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 ADL Data System to provide software support and maintenance to maintain patient records and billing services until September 30, 2012 in the amount of \$12,812.58.

CONTRACT NO: 00003718

Contract Amendment No. 1

This Amendment to Contract entered into the 1<sup>st</sup> day of July, 2011 (the Effective Date), between Jefferson County, Alabama, hereinafter referred to as "the County, and ADL Data Systems, Inc, hereinafter referred to as the "Contractor" to provide maintenance and support for the ADL system.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

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

This contract results from Jefferson County's Request for Bid No. 24-08. The original contract between the parties referenced above, which was approved by the Commission on March 22, 2011 and recorded in MB 161, Page 382-385 is hereby amended as follows:

Item 3. Amend Term of Contract: As of the Effective Date, the term of this contract shall extended until September 30, 2012.

Item 7. Amend Term of Compensation: \$ 12, 812.58

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

JEFFERSON REHABILITATION & HEALTH CENTER

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

Jefferson County Commissioner

CONTRACTOR

Jennifer Romanowski, Sales & Marketing Associate

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

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Jun-12-2012-429

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Giattina Aycock Architecture Studio, Inc. to provide engineering services for the 2121 Elevator Modernization Project which will modernize and bring up to code four elevators within the 2121 Building in the amount of \$81,300.

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

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

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Jun-12-2012-430

WHEREAS, the Hazard Mitigation Grant program (HMGP) provides grants to States and local governments to implement long term hazard mitigation measures after a major disaster declaration; and

WHEREAS, Jefferson County Office of Community and Economic Development will submit an application, for a dual purpose Community Safe Room for the North Smithfield Community in the amount of \$298,779.71.

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

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

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Jun-12-2012-431

WHEREAS, the Hazard Mitigation Grant program (HMGP) provides grant to States and local governments to implement long-term hazard mitigation measures after major disaster declaration; and

WHEREAS, the Jefferson County office of Community and Economic development will submit an application, for the dual purpose Community Safe Room for storm shelters;

WHEREAS, a minimum of 25% match of the total cost is required.

NOW, THEREFORE, BE IT RESOLVED, by the Jefferson County Commission that the local match in the form of HUD Disaster Funds in the amount of \$184,145.19 (38%) will be provided for the dual purpose Community Safe Room Grant Application for North Smithfield.

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

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Jun-12-2012-432

WHEREAS, the Hazard Mitigation Grant program (HMGP) provides grants to States and local governments to implement long term hazard mitigation measures after a major disaster declaration; and

WHEREAS, Jefferson County Office of Community and Economic Development will submit an application, for a dual purpose Community Safe Room for the Concord Community in the amount of \$275,738.85.

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

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

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Jun-12-2012-433

WHEREAS, the Hazard Mitigation Grant program (HMGP) provides grant to States and local governments to implement long-term hazard mitigation measures after major disaster declaration; and

WHEREAS, the Jefferson County office of Community and Economic development will submit an application, for the dual purpose Community Safe Room for storm shelters; and

WHEREAS, a minimum of 25% match of the total cost is required.

NOW, THEREFORE, BE IT RESOLVED, by the Jefferson County Commission that the local match in the form of HUD Disaster Funds in the amount of \$154,767.72 (36%) will be provided for the dual purpose Community Safe Room Grant Application for Concord.

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

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

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

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

The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 9:00 a.m., Tuesday, June 26, 2012.

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President

ATTEST

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Minute Clerk