

STATE OF ALABAMA)

JEFFERSON COUNTY) June 26, 2012

The Commission convened in regular session at the Birmingham Courthouse at 9:00 a.m., David Carrington, President, presiding and the following members present:

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

Motion was made by Commissioner Stephens seconded by Commissioner Bowman that the Minutes of June 12, 2012, be approved. Voting "Aye" Stephens, Bowman, Brown, Carrington and Knight.

The Commission met in Work Session on June 19, 2012, and approved the following items to be placed on the June 26, 2012, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Items 1 through 5, plus Addendum Agenda Item #s 4 through 8.
- Commissioner Brown, Community Service and Roads and Transportation Committee Items 1 through 16 (Item #5 pulled from agenda), plus Addendum Agenda Item #13.
- Commissioner Carrington, Administrative Services Committee - Items 1 through 5, plus Addendum Agenda Item #s 2 and 3.
- Commissioner Knight, Land Planning and Development Services, Emergency Management Agency, Board of Registrars and Courts, Inspection Services Committee Items 1 through 4, plus Addendum Agenda Item #9.
- Commissioner Stephens, Finance & Information Technology Committee Items 1 through 11, plus Addendum Agenda Item #s 10, 11 and 14.

Addendum Agenda Item # 12 was tabled.

Commissioner Knight asked that the Commission have discussions and receive community comments on changing the name of Mary Buckelew Parkway.

Motion was made by Commissioner Knight seconded by Commissioner Stephens that the DO (Doctor of Osteopathic Medicine) program at Cooper Green Mercy Hospital be removed.

After discussion, an amended motion was made by Commissioner Bowman seconded by Commissioner Brown that Dr. Hullett be allowed to brief the Commission on the DO program.

After further discussion, motion was made by Commissioner Carrington seconded by Commissioner Brown that both motions be tabled.

After additional discussion, voting occurred on the first motion. Voting "Aye" Knight and Stephens. Voting "Nay" Bowman, Brown and Carrington.

Commissioner Stephens stated that the County's obligation is to service the indigent in Jefferson County and charged the Commission to develop an indigent care fund plan.

Commissioner Bowman stated there was a clear grab for money, power and control on dealings regarding Cooper Green Mercy Hospital and the Indigent Care Fund.

The Commission reconvened Work Session on June 21, 2012, and approved the following item to be placed on the June 26, 2012, Regular Commission Meeting Agenda.

Commissioner Carrington presented to the Commission a report regarding FY2011 County contributions to indigent health care. After discussion, a resolution to retain a professional consulting firm with experience in the healthcare industry to study various alternate models to providing quality, cost-effective healthcare to the indigent in the County and to provide a written report to the Commission regarding its findings was approved to be placed on the Regular Commission Meeting Agenda.

Jun-26-2012-434

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that during the month of July, 2012, committee meetings will begin at 9 a.m. on the second and fourth Tuesdays of the month (July 10th and 24th) and Commission meetings will begin at 9 a.m. on the third and fifth Tuesdays on the month (July 17th and 31st). All meetings will take place at the Jefferson County Courthouse located in downtown Birmingham, except that the Commission Meeting scheduled for July 31, 2012 will take place at the Jefferson County Courthouse located in Bessemer.

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

Jun-26-2012-435

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.

Agreement with PC Mall Gov to provide basis support coverage for VmWare Infrastructure Midsize Acceleration Kit for six (6) processors for the period June 26, 2012 - June 25, 2013 in the amount of \$3,443.70.

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

Jun-26-2012-436

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.

Agreement with Business Software, Inc. to provide maintenance/support of software required to run the payroll module in the Lawson System for the period July 20, 2012 - July 19, 2013 in the amount of \$9,261.

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

Jun-26-2-2012-437

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Thermo Orion, Inc. to install, start-up and provide training and purchase of one BODAutoEZ analyzer at Barton Lab in the amount of \$33,742.

Contract No: 3578

CONTRACT FOR

ITB 67-12 - "Automated BOD Analyzer"

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

WHEREAS, the County desires to contract for water quality analysis and other laboratory tests, as needed by the Stormwater Division of the Jefferson County Inspection Services Department for compliance with ADEM and EPA requirements.

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

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

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

2. SCOPE OF SERVICES:

This Contract results from Jefferson County's Request for Invitation to Bid 67-12 - Automated BOD Analyzer, opened February 8, 2012, for the purchase of one BOD Auto EZ Analyzer (including installation, start-up, and training) for the Barton Laboratory of the Environmental Services Department of Jefferson County.

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:

The Contractor shall provide one (1) BOD AutoEZ Analyzer, which is an automated 5-day BOD analysis of the EPA Method 405.1 or Standard Method 52108 Systems and includes: Gantry Robotics with 4 YSI Oxygen probes, electrode signal Processor (oxygen meter), 36 position sample tray, probe wash options, Windows software package complete with many QC options, full BOD calculation capability, BOD sample tracking and data logging, tubing, power cords, and instruction manual.

The Contractor shall also provide:

- Three (3) sample trays for the BODAutoEZ; each tray holds 12 standard BOD bottles and the BODAutoEZ holds three (3) trays at a time.
- Installation, start-up, and training for the BODAutoEZ

4. COMPENSATION:

Jefferson County Purchase Order 2000062606 will be issued to the vendor for one (1) BODAutoEZ, three (3) sample trays, installation, training, related travel expenses, and freight charges in the amount of \$33,742.00 itemized as follows:

One (1) BODAutoEZ (Analyzer)	\$ 29,830.00
Three (3) Sample Trays	\$ 162.00
Installation/Start-up/Training	\$ 2,250.00
Associated Travel Expenses	\$ 1,000.00
Shipping/Handling	\$ 500.00
TOTAL:	\$ 33,742.00

5. INDEPENDENT CONTRACTOR:

The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for Workmen's Compensation, FICA taxes, Occupational Taxes, all applicable federal, state and local taxes, etc. and that the County shall not be obligated for same under this contract.

6. NON-DISCRIMINATION POLICY:

Both parties agree that all services rendered under this contract shall be done so without regard to race, creed, color, sex, national origin, religion or handicap.

7. MISCELLANEOUS REQUIREMENTS:

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

8. TERMINATION OF CONTRACT:

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

9. LIABILITY:

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

10. AMENDMENT OF AGREEMENT:

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

11. ASSIGNMENT:

No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize the Successful Bidder to subcontract (assign) any portion of this contract, the Successful Bidder shall maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Successful Bidder must maintain a continuous effective business relationship with the sub-contractors including, but not limited to, regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole

or part, shall result in termination of the contract and/or legal ramifications, due to nonperformance.

12. CANCELLATION:

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

13. INSURANCE:

The Contractor shall maintain such insurance as shall protect him and the County from claim under Workmen's Compensation Acts, and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance shall be written by companies authorized to do business in Jefferson County, Alabama and shall include Jefferson County, Alabama as Added Additional Insured

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

Insurance Minimum Coverage:

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

General Liability:

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

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

\$1,000,000 - Personal injury aggregate

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

Automobile Liability:

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

Any automobile including hired and non-owned vehicles

Workers Compensation and Employers Liability:

\$100,000 - Limit each occurrence Umbrella Coverage:

\$1,000,000 - Each occurrence \$1,000,000 - Aggregate

Added Additional Insured By Endorsement:

Jefferson County, Alabama 30 day(s) written cancellation notice

Under Description of Operations/Locations/Vehicles/Exclusions

Added by Endorsement/Special Provisions enter the BID/RFP Number, Project Number or

Purchase Order Number Covered by The Certificate of Insurance

Evidence of insurance shall be furnished to the Purchasing Agent prior to the issuance of the purchase order and any commencement of work on County premises.

14. PROTECTION DAMAGE:

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

15. DISCLAIMER OF LIABILITY:

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

16. HOLD HARMLESS AGREEMENT:

Contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed against or imposed upon County because of bodily injury, death or property damage, real or personal, including loss of use thereof arising out of or as a consequence of the breach of any duty or obligations of the contracting party included in this agreement, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Integrator, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement, or arising out of Worker's Compensation claims, Unemployment Compensation claims, or Unemployment Disability compensation claims of employees of company and/or its subcontractors or claims under similar such laws or obligations. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees. Before beginning

work, contract party shall file with the County a certificate from his insurer showing the amounts of insurance carried and the risk covered thereby. Liability insurance coverage must be no less than \$1,000,000. During performance the company must effect and maintain insurance from a company licensed to do business in the State of Alabama. Coverage required includes 1) Comprehensive General Liability; 2) Comprehensive Automobile Liability; 3) Worker's Compensation and Employer's Liability.

17. COUNTY FUNDS PAID:

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

18. INVOICING:

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

1. Purchase Order Number;
- 2 Ship-to department name and address.

In order to ensure prompt payment, ALL ORIGINAL INVOICES* MUST BE SENT TO: Jefferson County Commission Finance Department Room 820 County Courthouse 716 Richard Arrington Jr. Blvd. North Birmingham, AI 35203

*If invoice does not agree with purchase order, credits or a corrected invoice shall be required in order for the County to process payment.

Invoices that do not reference an authorized Purchase Order shall be returned to the vendor.

19. TAX

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

20. GOVERNING LAW/DISPUTE RESOLUTION:

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

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

CONTRACTOR:

Thermo Orion, Inc.
Authorized Representative for Contractor
Jefferson County, Alabama
W. D. Carrington, President
Jefferson County Commission

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

Jun-26-2012-438

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Innovyze, Inc. to provide annual maintenance and software license for LAN InforWorks CS used to model flows and capacity in the sanitary sewer collection system in the amount of \$7,643.

Jun-26-2012-

CONTRACT NO: 3877

SOFTWARE MAINTENANCE CONTRACT

THIS AGREEMENT made this the 22nd day of May, 2012 by and between Jefferson County, Alabama, hereinafter called "the County", and, Innovyze, Inc., called "the Contractor". The effective date of this agreement shall be January 15, 2012.

WHEREAS, the County desires to contract for maintenance and support for LAN InfoWorks to the Jefferson County Commission, hereinafter called "the County";

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

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

- 1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the CONTRACTOR and the CONTRACTOR hereby agrees to perform the services hereinafter set forth.
- 2. SCOPE OF SERVICES: This contract results from County's request for maintenance and support for LAN InfoWorks RFP No. 200-09. The contract describes the scope of services regarding the services to be administered by the CONTRACTOR. The essential components of this Contract are adopted herein by reference. This contract document constitutes the entire agreement between the parties. The Scope of Services is as follows:

DESCRIPTION	AMOUNT
Annual Maintenance Subscription Program for LAN InfoWorks CS (Unlimited Nodes) Dongle Number 55550633 (Birmingham, AL)	\$6,893.00
Annual Maintenance Subscription Program for LAN InfoWorks CS Viewer, Dongle Number: 55550633 (Birmingham, AL)	\$ 750.00
GRAND TOTAL	\$7,643.00

- 3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render professional services to the County at any time after the effective date of this Contract. The Contract term expires on January 14, 2013 with the option to renew for a period of up to two (2) additional one (1) year terms.

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

Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.

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

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

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

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

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

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

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

of or resulting from such termination.

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

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

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

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

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

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

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

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

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

Jefferson County Commission

CONTRACTOR:

Erick Heath

INNOVYZE, INC.

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

Jun-26-2012-439

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Hazen & Sawyer, P.C. in the amount of \$867,000.00 to provide professional engineering services for the Jefferson County Valley Creek Wastewater Treatment Plant energy and process optimization improvements-design.

AGREEMENT TO PROVIDE
PROFESSIONAL ENGINEERING SERVICES FOR
Jefferson County Environmental Services Department
Valley Creek Wastewater Treatment Plant
Energy and Process Optimization Improvements Project

This AGREEMENT, made this the _____ day of _____, 2012, by and between Jefferson COUNTY, in the State of Alabama as Party of the First Part, hereinafter referred to as the COUNTY, and Hazen and Sawyer, P.C. (CONSULTANT) as Party of the Second Part, hereinafter referred to as the CONSULTANT.

WHEREAS, the said CONSULTANT has agreed and by these presents does agree with the COUNTY for the consideration hereinafter mentioned with payment to be administered by the COUNTY to accomplish the analysis and reporting for the Valley Creek Wastewater Treatment Plant – Energy and Process Optimization Improvements Project as outlined in the Scope of Work.

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

ARTICLE I – SCOPE OF WORK

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

This project consists of the design and bidding of improvements at the Valley Creek Wastewater Treatment Plant. A preliminary engineering report entitled, "Valley Creek Wastewater Treatment Plant – Energy and Plant Optimization Study" has been prepared by CONSULTANT under a previous contract. The report consists of a series of technical memoranda which outline recommended repairs, modifications, changes in operations, and improvements to the Valley Creek WWTP which are anticipated to lower operational costs through improvements to automation, digester performance, digester gas utilization, energy management, and optimized operations. CONSULTANT will utilize the above referenced report to develop contract documents for an improvements project for the treatment facility.

CONSULTANT will also perform the following tasks to be incorporated into the final design documents that CONSULTANT is preparing for the Village Creek WWTP – Waste Gas Energy Recovery and Process Optimization Improvements Project under a separate contract:

- Troubleshoot issues related to the Village Creek Wastewater Treatment Plant's dewatering building and include narrative descriptions and relevant details of recommended remedies.
- Design a new digester gas piping system to replace the existing, aged piping system that cannot reliably provide digester gas to the new boilers due to deterioration and because of condensate accumulating in the piping preventing gas flow.
- Revise contract documents to remove new primary scum pumping system from the design and rehabilitate existing system's valves and controls to automate scum removal.
- Design the replacement of two existing single phase transformers with new three phase transformers as the existing transformers are having significant problems with arcing and tracking on the wires connecting the transformers.

In addition to the detailed design services described above for the Valley Creek WWTP and the Village Creek WWTP, CONSULTANT will provide two, one-day training workshops geared towards process control and process optimization for the OWNER's operations staff. In preparation for each training session, CONSULTANT will visit the Five Mile Creek, Leeds, Prudes, Turkey Creek, and Warrior WWTPs and discuss operations and process control with each plant's operator. CONSULTANT will perform a cursory review of each plant's operating data, calculate each plant's theoretical power demand, compare the theoretical power demand to actual demand, and provide general optimization recommendations based on observations and simplified data analyses. Each day's training session will be geared towards plant type (conventional plug flow or oxidation ditch).

Engineering services performed during construction and startup services for the improvements at Valley Creek WWTP are not included in this proposal. It is anticipated that these services may be negotiated and awarded under a future amendment to this contract or under a future separate contract.

It is assumed that the final design for the Valley Creek WWTP Energy and Plant Optimization Improvements Project will include the following improvements (organized by process area) in a single construction project.

Preliminary Treatment

- Install new gates in the existing headworks to isolate channels.
- Coordinate scope of work with grit system manufacturer to improve grit removal efficiencies.

Primary Treatment

- Improve automation and control of primary sludge pumping.

Secondary Treatment

- Utilize the plant control system to adjust gates to pre-determined setpoints such that an approximate 50/50 split is achieved between the first and second stage aeration basins during normal dry weather flow conditions.
- Modify Stage One influent piping to eliminate step feed and achieve plug flow of the primary effluent.
- Increase the hydraulic capacity of the Stage 2 effluent flume by connecting Stage 2's existing effluent flume with the abandoned effluent channel adjacent to Aeration Basin 10 and installing a new junction box and connecting piping to secondary clarifiers.
- Modify programming in the existing blower control panel PLC to control header valves to use a dissolved oxygen strategy in which the controlling PLC makes small changes in valve positions and waits for the system to stabilize before making another small change in valve position to meet DO setpoint in the basins.
- Replace the existing motor-actuated basin air header control valves with smaller butterfly valves to improve airflow control.
- Modify programming for blower output to be based on pressure setpoint range for the expected range of airflows.
- Improve communication of measured and operating parameters for blower control PLC to the SCADA system.
- Reduce number of diffusers in each aeration basin by creating a tapered aeration pattern.
- Install new TSS online analyzers for improved SRT control.

Solids Handling - Thickening

- Modify piping to gravity thickeners to enable separated feed stocks for PS and WAS. Blend thickened sludges in the piping to the digesters. Allocate at least one gravity thickener for primary sludge-only thickening and two gravity thickeners for secondary sludge-only thickening.

Solids Handling – Digestion

- Assist OWNER with pre- and post- construction development and implementation of sampling programs to demonstrate compliance with 40 CFR 502 requirements for designation as "Class B" sludge with the objective of eliminating the need for alkaline stabilization of the dewatered cake.
- Replace existing digester mixing system with a robust, pumped mixing system to help minimize grit accumulation and increase active volume in the digesters and increase digester solids reduction performance.
- Install motorized plug valves on the feed lines to each digester and new magnetic flow meters on the PS and TWAS feeds to provide both automation and enhanced process control capabilities for anaerobic digester operations.
- Install a secondary hot water loop pump, three-way temperature control valves, and a circuit setter on the secondary hot water loops at each of the sludge heat exchangers to improve digester heating control and provide independent heating control capability for each anaerobic digester.
- Utilize digester gas for generating hot water for digester process heating demands. Note - New dual fuel, digester gas/natural gas burners in the two existing boilers are being installed as part of ongoing Contract 8 Project.
- Eliminate the boiler loop and pump, intermediate loop and pump, and thermostat to decrease power consumption in the boiler building and simplify hot water piping.
- Install manual air relief valves on discharge piping from the transfer pumps from the anaerobic digesters to the dewatering building to allow release of accumulated gases in the line and improve digested sludge transfer.

Solids Handling - Dewatering

- Modify existing in-plant treatment carrousel(s) to serve as filtrate EQ tank(s) to enable volumetric equalization of dewatering filtrate by installing submersible pumps and piping to send equalized filtrate from the carrousel(s) to upstream of the primary clarifiers.

Energy Management and Automation

- Expand the existing power monitoring system to monitor the energy and power data for the major loads including utility entrance, electric blowers, effluent pumps, and UV banks.
- Assist OWNER in coordination and implementation of Alabama Power Company Standby Power Generation Program. Coordinate with and meet with Alabama Power as required to implement Rate SG. Assist the COUNTY with the collection and verification of applicable data pertaining to equipment as-builts and pertinent relays, settings, breakers, etc. to meet Alabama Power's informational needs. Incorporate Alabama Power's requirements to implement Rate SG in the design documents.
- Replace existing ScadaVision HMI software with new HMI software by Citect.
- Replace existing Bristol-Babcock 3330 RTUs with new PLCs.

- Provide hardware, programming, and cable as necessary for reliable operation and monitoring of critical valves and gates.
- Replace VFDs in effluent pumping station.

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

SECTION 1 – OBLIGATION OF CONSULTANT TO COUNTY

The CONSULTANT will perform the following engineering services: As described in Exhibit B – Scope of Work

SECTION 2 – OBLIGATION OF THE COUNTY TO THE CONSULTANT

It is understood that the COUNTY will:

1. Furnish requirements for the project and provide full information as to its requirements for the project.
2. Assist the CONSULTANT by placing at their disposal all available information pertinent to the project, including previous reports and any other data relative to the project.
3. Designate a project manager to coordinate CONSULTANT's work and to assist as COUNTY's representative with respect to the work to be performed under this AGREEMENT.
4. Examine studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the CONSULTANT and render decisions in writing pertaining thereto within a reasonable time so as not to delay the services of the CONSULTANT.
5. Guarantee legal access to and make all provisions for the CONSULTANT to enter upon public and private lands as required for the CONSULTANT to perform the work under this AGREEMENT.
6. Advertise for proposals from bidders, open the proposals at the appointed time and place, and pay for all costs incidental thereto.
7. Give prompt written notice to the CONSULTANT whenever the COUNTY observer's or otherwise becomes aware of any defect in the project.
8. Negotiate any right-of-way or easements with property owners.
9. Record right-of-way or easement acquisition documents in the Probate Office of Jefferson COUNTY.
10. Assume all costs of archaeological and vegetative studies, if required.
11. Assume all costs of public hearings, if required.
12. COUNTY will operate any plant equipment as necessary and reasonable to carry out the scope of work.
13. Pay for appearances before courts or boards regarding litigation related to the project(s), and/or preparatory work required in connection with such matters. Appearances before courts or boards regarding litigation related to errors or omissions of the CONSULTANT which result in legal proceedings against the OWNER shall not be charged to the OWNER, and shall not be items eligible for payment by the OWNER.
14. Pay for specialized geological studies, laboratory tests, concrete tests, special permits or easements, or other such analyses, special reports or reports recommended by the CONSULTANT and deemed to be necessary by the OWNER.
15. Examine tools, studies, reports, sketches, opinions of probable cost of construction, requests for qualifications, and other documents presented by the CONSULTANT, and shall render decisions in writing pertaining thereto within a reasonable time so as not to delay the services of the CONSULTANT.

SECTION 3 – CONFERENCES AND VISITS TO SITE

1. Conferences outlined in the scope of work will be held at the reasonable request of either the COUNTY or the CONSULTANT to discuss matters pertinent to any phase of the project. CONSULTANT will be entitled to additional compensation for any conferences requested by the COUNTY beyond those outlined in the scope of work in Section 2.
2. Requests for visits to the site may be made by the COUNTY or the CONSULTANT in conjunction with any other party or parties.

ARTICLE II – TIME OF BEGINNING AND COMPLETION

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

ARTICLE III – PAYMENT

SECTION 1 – FEE

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

For the work contemplated under Article I, Section 1, compensation shall be computed on the basis of a Cost Not to Exceed contract to be paid by monthly invoice at the schedule of standard charges attached as Exhibit A. The contract shall include a maximum engineering cost of eight hundred sixty-seven thousand and 00/100 dollars (\$867,000.00). This contract amount shall not be exceeded except by formal amendment to this agreement.

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

SECTION 2 – FINAL ACCEPTANCE

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

ARTICLE IV – MISCELLANEOUS PROVISIONS

SECTION 1 – CHANGES OF WORK

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

SECTION 2 – OWNERSHIP OF ENGINEERING DOCUMENTS

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

SECTION 3 – CONSULTANT'S ENDORSEMENT

The CONSULTANT shall endorse the original title or cover sheet of all reports and engineering data required to be furnished by him under the terms of this AGREEMENT. All endorsements shall contain the seal and original signature of an Alabama licensed professional engineer who is a bona fide employee of the CONSULTANT. The original title or cover sheet shall also contain a statement that all surveying was completed in accordance with the requirements of the minimum technical standards for the practice of land surveying in the state of Alabama. The statement shall be signed by a registered land surveyor with his/her Alabama Registration Number duly affixed.

SECTION 4 - DELAYS AND EXTENSIONS

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

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

SECTION 5 – TERMINATION OR ABANDONMENT

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

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

the final compensation to the CONSULTANT, the COUNTY shall apply the following:

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

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

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

SECTION 6 – 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. 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.

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

SECTION 7 – CONTROVERSY

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

SECTION 8 – RESPONSIBILITY FOR CLAIMS AND LIABILITY

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

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

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

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

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

SECTION 9 - GENERAL COMPLIANCE WITH LAWS

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

SECTION 10 - SUBLETTING, ASSIGNMENT OR TRANSFER

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

1. The CONSULTANT shall not engage, on full or part time or other basis during the period of the AGREEMENT, any professional or technical personnel who are or have been at any time during the period of this AGREEMENT in the employ of the COUNTY, except regularly retired employees, without written consent of the public employer of such person.
2. The CONSULTANT warrants that he has not employed or retained any company, or person other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this AGREEMENT, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty, the COUNTY shall have the right to annul this contract without liability or, at its discretion, deduct from the contract price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts or contingent fee.
3. No COUNTY official, employee of the COUNTY, shall be admitted to any share or part of this AGREEMENT, or to any benefit that may arise therefrom, except the use of the facility being designed as enjoyed by the general public.

SECTION 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 COUNTY.

SECTION 13 - CONDITIONS AFFECTING WORK

1. The CONSULTANT shall be responsible for having taken steps reasonably necessary to ascertain the nature, location, scope and type of work hereunder and the general and local conditions which can affect the work or the cost hereof. Any failure by the CONSULTANT to do so will not relieve him from responsibility for successfully performing the work without additional expense to the COUNTY. The COUNTY assumes no responsibility for any understanding or representation by any of its officials or agents prior to the execution of this AGREEMENT, unless such understandings or representation by the COUNTY are expressly stated herein. The CONSULTANT and subcontractor shall maintain all books, documents, papers, accounting records and other evidences pertaining to costs incurred for this project, and to make such material available at their respective offices at all times during the contract period and for three (3) years from the date of final payment of the COUNTY funds under the terms of the contract, for inspection by the COUNTY, or any authorized representative of the COUNTY government, and copies thereof shall be furnished if requested.
2. During the performance of this contract, the CONSULTANT or itself, its assignees and successors in interest, agree as follows:
 - A. Non-Discrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, creed, color, sex, national origin, or disability in the selection and detention of subcontractors, including procurement of materials and lease of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964 or the Equal Opportunity Provisions of Executive Order 11246 of September 24, 1965. The CONSULTANT must execute the EEO certification attached hereto as Exhibit C as required by Jefferson County Commission Administrative Order AO2008-4.
 - B. Solicitations of Subcontractor, Including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding or negotiations made by CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this contract and the regulations relative to nondiscrimination.
 - C. Sanctions of Noncompliance : In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions of this contract, the COUNTY shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
 - (1) Withholding of payments to the CONSULTANT under the contract until the CONSULTANT complies and/or

(2) Cancellation, termination or suspension of the contract, in whole or in part.

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

ARTICLE V

SECTION 1 - EXECUTORY CLAUSE

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

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

ARTICLE VI

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

and the COUNTY on the ____ day of _____ 2012.

Robert S. DiFiore, Vice President

Hazen and Sawyer, P.C.

RECOMMENDED:

David Denard, Director of Environmental Services

Jefferson County

ATTEST:

JEFFERSON COUNTY COMMISSION

Minute Clerk

W.D. Carrington, President

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

JEFFERSON COUNTY COMMISSION
Finance Department
Unusual Demands
6/26/2012

Table with columns: Profit Ctr, Vendor #, Name, Text, Business Area, Amount, Doc No. It lists various transactions such as 'MORGUE GLOVES, TISSUE', 'STARTER ASSEMBLY, FOAM AND FUEL CELL FOR NAIL GUN', etc.

DISTRICT 5	1029590	MICHAEL PIERCE	REFUND FOR OVERPAYMENT & FB W0-105079(D)	FINANCE SEWER SERVICES	12.50	1900060825
DISTRICT 5	1029601	DON FARMER	REFUND FOR OVERPAYMENT & FB R 1-3730002(D)	FINANCE SEWER SERVICES	123.21	1900060826
DISTRICT 5	1029602	JEFFREY DUNN	REFUND FOR OVERPAYMENT & FB W0-69905(D)	FINANCE SEWER SERVICES	147.95	1900060827
DISTRICT 5	1029603	NEELA MUDGAL	REFUND FOR OVERPAYMENT & FB I4-24410(D)	FINANCE SEWER SERVICES	4.50	1900060828
DISTRICT 5	1029604	JASON PRUITT	REFUND FOR OVERPAYMENT & FB W0-93995(D)	FINANCE SEWER SERVICES	81.97	1900060829
DISTRICT 5	1029605	MARK BAILEY	REFUND FOR OVERPAYMENT & FB W0-7229(D)	FINANCE SEWER SERVICES	148.00	1900060830
DISTRICT 5	1029661	GLEN W LYLE	REFUND OF DEPENDENT DENTAL AND VISION	HR ADMIN	91.68	1900060929
DISTRICT 5	1029662	MARION M ALBRIGHT	MARION ALBRIGHT HEALTH AND AD&D REFUND	HR ADMIN	122.40	1900060977
DISTRICT 5	1029675	STATE BAR OF GEORGIA	2012-2013 GA BAR DUES FRENCH MCMILLIAN	COUNTY ATTORNEY	120.00	1900061071
*DISTRICT 5					4,932.26	
**					27,358.93	

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

Jun-26-2012-440

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that a professional consulting firm with experience in the healthcare industry be retained (1) to study various alternate models to providing cost-effective, quality healthcare to the indigent residents of Jefferson County and (2) to provide a written report to the Commission regarding its findings as to annual projected operating costs, anticipated capital needs, and the advantages and disadvantages of each model within ninety (90) days of contract execution. It will not be the role of the consulting firm to recommend a model; that responsibility will remain with the Commission.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that multiple firms will be solicited for proposals for Commission review on or before Tuesday, July 3, 2012.

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

Jun-26-2012-441

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

For Week of 05/31/12 - 06/04/12

RECOMMENDED FOR:

- ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM MCPHERSON OIL COMPANY FUELMAN OF ALABAMA, ATLANTA, GA, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR COUNTY FUEL PURCHASES. SAP PURCHASE ORDER # 2000059260 CHANGE ORDER \$ 320,000.00
REFERENCE BID # 110-10 P.O. TOTAL \$2,210,000.00
- ENVIRONMENTAL SERVICES FROM HUNTSVILLE TIMES, HUNTSVILLE, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR PROJECT ADVERTISEMENT. SAP PURCHASE ORDER # 2000058548
CHANGE ORDER \$3,000.00 P.O. TOTAL \$7,426.00

For Week of 06/05/12 - 06/11/12

RECOMMENDED FOR:

- COMMUNITY AND ECONOMIC DEVELOPMENT FROM UNCH INC, BIRMINGHAM, AL, TO AWARD BID FOR HOUSING REHABILITATION FROM MARY KNIGHTING. CONTRACT PERIOD: 6/26/12 - 6/25/13.
SAP PURCHASE ORDER # 2000065432 \$14,830.00 TOTAL REFERENCE BID # 121-12
- COMMUNITY AND ECONOMIC DEVELOPMENT FROM GARY L. HAND D/B/A HAND CONSTRUCTION, BESSEMER, AL, TO AWARD BID FOR HOUSING REHABILITATION FOR RUBY MAPP. CONTRACT PERIOD: 6/26/12 - 6/25/13.
SAP PURCHASE ORDER # 2000065433 \$12,575.00 TOTAL REFERENCE BID # 121-12
- COMMUNITY AND ECONOMIC DEVELOPMENT FROM GARY L. HAND D/B/A HAND CONSTRUCTION, BESSEMER, AL, TO AWARD BID FOR HOUSING REHABILITATION FOR MR. OR MRS. JIMMIE EDWARDS. CONTRACT PERIOD: 6/26/12 - 6/25/13. SAP PURCHASE ORDER # 2000065435 \$16,910.00 TOTAL REFERENCE BID # 121-12

4. COMMUNITY AND ECONOMIC DEVELOPMENT FROM ACOFF CONSTRUCTION COMPANY INCORPORATED, BESSEMER, AL, TO AWARD BID FOR HOUSING REHABILITATION FOR LUTHER TUCKER. CONTRACT PERIOD: 6/26/12 - 6/25/13. SAP PURCHASE ORDER # 2000065437 \$18,653.00 TOTAL REFERENCE BID # 121-12
5. COMMUNITY AND ECONOMIC DEVELOPMENT FROM S & W CONSTRUCTION LLC, REMLAP, AL, TO AWARD BID FOR HOUSING REHABILITATION FOR IRENE WRIGHT. CONTRACT PERIOD: 6/26/12 - 6/25/13. SAP PURCHASE ORDER # 2000065436 \$3,750.00 TOTAL REFERENCE BID # 121-12
6. COMMUNITY AND ECONOMIC DEVELOPMENT FROM THE BIRMINGHAM TIMES, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PAY FOR ADVERTISING SERVICES. SAP PURCHASE ORDER # 2000060451 CHANGE ORDER AMOUNT \$1,000.00 NO CONTRACT PURCHASE ORDER TOTAL \$7,400.00
7. COMMUNITY AND ECONOMIC DEVELOPMENT FROM THE BIRMINGHAM NEWS, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR ADVERTISING SERVICES. SAP PURCHASE ORDER # 2000060449 CHANGE ORDER AMOUNT \$ 1,500.00 NO CONTRACT PURCHASE ORDER TOTAL \$13,100.00
8. ROADS AND TRANSPORTATION TRAFFIC SIGN SHOP KETONA FROM 3M COMPANY, IRVINE, CA, TO PURCHASE REFLECTIVE SHEETING. SAP PURCHASE ORDER # 2000065408 \$7,143.75 TOTAL STATE OF ALABAMA CONTRACT # T114
9. ROADS AND TRANSPORTATION TRAFFIC SIGN SHOP KETONA FROM VULCAN SIGNS, FOLEY, AL, TO PURCHASE SIGN BLANKS. SAP PURCHASE ORDER # 2000065410 \$16,751.00 TOTAL STATE OF ALABAMA CONTRACT # T153
10. ROADS AND TRANSPORTATION TRAFFIC SIGN SHOP KETONA FROM VULCAN SIGNS, FOLEY, AL, TO PURCHASE REFLECTIVE SHEETING. SAP PURCHASE ORDER # 2000065411 \$7,189.25 TOTAL STATE OF ALABAMA CONTRACT # T114

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

Jun-26-2012-442

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

For Week of 06/05/12 - 06/11/12

1. EXCEPTION FOR INFORMATION TECHNOLOGY FROM AT&T, ATLANTA, GA, TO PAY INVOICES FOR LOCAL DATA COMMUNICATION SERVICE, METRO ETHERNET, DRY FIBER AND T1 FOR THE PERIOD OF JANUARY THRU JUNE 2012. NEW CONTRACT IS BEING NEGOTIATED. SAP PURCHASE ORDER # 2000065343 \$157,035.77 TOTAL
2. EXCEPTION FOR SHERIFF'S DEPARTMENT FROM ALABAMA CRIMINAL JUSTICE INFORMATION CENTER, MONTGOMERY, AL, TO PAY INVOICE #18149 AND #17466 FOR LET'S ACCESS, T-1 FRAME, MESSAGE SWITCH INTEGRATION, DESK TOP WORK STATIONS AND MOBILE NCIC ACCESS. SAP PURCHASE ORDER # 2000065361 \$40,611.00 TOTAL
3. EXCEPTION FOR COOPER GREEN MERCY HOSPITAL FROM FLEETWOOD FINANCIAL, SUMMIT, NJ, TO PAY LATE FEES FOR RADIOGRAPHY EQUIPMENT LEASE. SAP PURCHASE ORDER # 2000065394 \$12,200.40 TOTAL

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

Jun-26-2012-443

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Encumbrance Reports for the week of 5/31/12 - 6/11/12, be and hereby is approved.

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

Brown, Stephens, Bowman, Carrington and Knight.

STAFF DEVELOPMENT

Individual Staff Development

Personnel Board (For Information Only)
Cynthia Holiness \$963.15
Government Finance Assn. of Alabama Finance Conference
Orange Beach, AL – August 14-17, 2012

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

BUDGET TRANSACTIONS

Position Changes and/or Revenue Changes

(i) Roads & Transportation \$493,158.77

Increase revenue and expenditures to record an 80% reimbursement from ALDOT for the purchase of additional right of way for the Morgan Road Widening Project.

Other Budget Transactions

(ii) General Services \$30,000

Add purchasing memorandum to purchase a forklift with charger. This is an estimated cost, item must be bid.

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

REQUEST FOR CERTIFICATIONS

Department of Revenue - Birmingham

Administrative Assistant II - 6 positions

Treasurer

Accounting Assistant II

Economic Development

Administrative Assistant I

General Services - General Administration

Administrative Assistant I - 2 positions

Administrative Assistant II

Youth Detention

Administrative Assistant II

Environmental Services - Survey Engineering/Construction

Sr. Engineering Aide

Environmental Services - E&C - Construct Sewer Line

Truck Driver - 2 positions

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

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

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

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

This LICENSE is subject to the following conditions and provisions:

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

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

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

GIS DIGITAL PRODUCTS AND SERVICES LICENSED HEREBY:

GIS Data and Services

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

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

Jefferson County Commission

CONTRACTEE

Greg Garner, Associate Vice President

Atkins North America, Inc.

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Presidio Networked Solutions, Inc. to provide VM Ware software annual maintenance/support and licenses for the period June 1, 2012 - May 30, 2013 in the amount of \$51,351.20.

Contract Number 00003878

VM Ware SOFTWARE, LICENSES, AND SUPPORT CONTRACT

THIS AGREEMENT entered into this 1st day of June 2012, by and between Jefferson County Alabama, hereinafter called "the County", and Presidio Networked Solutions, Inc., called "the Contractor". The effective date of this agreement shall be June 1, 2012.

WHEREAS, the County desires to contract for VM Ware software, licenses, and support for the Jefferson County Commission, hereinafter called "the Commission"; and

WHEREAS, the Contractor desires to furnish said software, licenses and support to the County.

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to purchase the software support hereinafter set forth.
2. SCOPE OF SERVICES: This contract results from Jefferson County Department of Information Technology request for VM Ware software, licenses, and support. The contract describes the scope of services called for and constitutes the entire agreement between the parties. The Scope of Services is as follows:

ITEM 1: Software, Licenses, and Support

Line	Product	Part	Price
1a	VMware vCenter Charge Back Manager	VC-CB-25VM-C	\$ 4,759.50

	2.0 25VM Pack		
1b	3 Year Production Support 24x7	VC-CB-25VM-3P-SSS-C	\$ 3,765.50
5a	View 5 Premier Bundle: Starter Kit	VU5-PR-STR-C	\$ 1,665.82
5b	3 Year Production Support 24x7	VU5-PR-STR-3P-SSS-C	\$ 1,503.80
6a	View 5 Premier Bundle: 10 pack	VU5-PR-10-C	\$ 6,663.28
6b	3 Year Production Support 24x7	VU5-PR-10-3P-SSS-C	\$ 6,015.20
7a	VMware Enterprise upgrade to Enterprise Plus license		\$ 4,154.80
7b	3 Year VMware Platinum Support and Subscription 24x7		\$ 16,823.28
1	Consultant Services as outlined in the specifications for VMWare vCenter Charge Back Manager 2.0		\$ 6,000.00

3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to the Department of Information Technology at any time after the effective date of this Contract. The Contract term expires on May 30, 2013, with the option to renew for a period of up to two (2) additional one (1) year terms.

4. **COMPENSATION:** The Contractor shall be compensated for the software, licenses, and support not to exceed in the sum of \$51,351.20.

5. **PAYMENT TERMS:**

Net 30 Days

6. **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.

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

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

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

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

11. **HOLD HARMLESS AND INDEMNIFICATION:** Contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed against or imposed upon County because of bodily injury, death or property damage, real or personal, including loss of use thereof arising out of or as a consequence of the breach of any duty or obligations of the contracting party included in this agreement, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Integrator, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement, or arising out of Worker's Compensation claims, Unemployment Compensation claims, or Unemployment Disability compensation claims of employees of company and/or its subcontractors or claims under similar such laws or obligations. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees.

12. **INSURANCE:** The Contractor will maintain liability insurance in an amount to be determined by the County to protect him and the County from claim's and from claims for which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama and shall include Jefferson County, Alabama as Added Additional Insured By Endorsement including a thirty (30) day(s) written cancellation notice. Evidence of the required insurance will be furnished to the Purchasing agent not later than seven (7) day(s) after Purchase Order/contract date. Contractor is also required to include the bid number on the evidence

of insurance.

The Contractor must provide evidence of insurance upon request in the following areas as deemed necessary by the County: Professional and General Liability to include; E & O, bodily injury and property damage and personal injury. Automobile Liability, to include, bodily injury and property damage and combined coverage for both hired and non-owned vehicles, workers compensation and employers liability and umbrella coverage.

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

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

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

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

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

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

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

WITNESSES:

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

WITNESSES

PRESIDIO NETWORKED SOLUTIONS, INC
_____, Authorized Representative

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

Jun-26-2012-446

WHEREAS, as of Section 40-5-29, 1975 Code of Alabama, requires the Tax Collector to make his final reports of the uncollected balances of personal property taxes showing the name of every insolvent tax payer from whom he has been unable to collect, the amount of state and county taxes due from him and an itemized report of the taxes still in litigation; and

WHEREAS, the office of Tax Collector has certified to the Commission that it has made diligent effort to collect such taxes and the Commission is satisfied therewith.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the Commission hereby allows the Collector credit for such insolvent taxes as he has been unable to collect and for taxes remaining in litigation and credits him with all County taxes included therein and the President shall certify the same to the Comptroller for the State, which certification shall be reflected by the President's signature upon said Tax Collector's final report.

BE IT FURTHER RESOLVED that a copy of said final report shall be retained by the Minute Clerk.

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

Jun-26-2012-447

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Cadence Bank is added as an approved depository for Jefferson County effective immediately.

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

Jun-26-2012-448

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute agreements between Jefferson County, Alabama and the following universities/high schools for Cooper Green Mercy Hospital to provide clinical education/clinical observational experiences for students. These are no cost agreements.

- (a) University of Alabama at Birmingham - Medical Technology & Clinical Laboratory Science Program students
- (b) Virginia College - Respiratory Therapy students

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

Jun-26-2012-449

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

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

Jun-26-2012-450

WHEREAS, Jefferson County, Alabama has contracted Augmentation, Inc. in an effort to provide temporary personnel to fill critically as-needed positions at Jefferson Rehabilitation and Health Center until the sale is completed or a Merit System candidate can be hired and thus continue the delivery of health care to patients who reside in the facility; and

WHEREAS, Jefferson County Commission initially capped the contract amount for Jefferson Rehabilitation and Health Center at \$250,000.00 on January 1, 2012; and

WHEREAS, Jefferson Rehabilitation and Health Center is dependent upon temporary staffing agencies for over 80% of its staff; and

WHEREAS, the current cap of \$250,000.00 for the Augmentation, Inc. is inadequate to continue current operations; and

WHEREAS, Jefferson Rehabilitation and Health Center needs approval to spend an additional \$50,000 on the Augmentation, Inc. contract; bringing the capped amount to \$300,000.40 for the 2012 term of the contract; and

WHEREAS, Jefferson Rehabilitation and Health Center has money in its budget for temporary staffing contractual services and does not require "new money;" and

WHEREAS, the sale of Jefferson Rehabilitation and Health Center has been delayed and the facility must continue to provide health care to its patients; temporary staffing contractual services are needed to provide this critical care component to the patients; and

WHEREAS, The critical nature of this healthcare and services delivery model and federal/state regulations require adequate staff is available to meet the health care needs of the patients;

NOW, THEREFORE BE IT RESOLVED by the Jefferson County Commission that the current cap of \$250,000.00 for the Augmentation, Inc. is increased to \$300,000.00 for the 2012 term of the contract and Jefferson Rehabilitation and Health Center is hereby authorized to spend the said amount for staffing services from Augmentation, Inc.

BE IT FURTHER RESOLVED by the Jefferson County Commission that the Finance Director is hereby authorized and directed to issue checks for services provided by Augmentation, Inc. as invoices are presented not to exceed \$300,000.00 for the 2012 term of the contract.

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

Jun-26-2012-451

WHEREAS, Jefferson County, Alabama has contracted All Temps Systems, Inc. in an effort to provide temporary personnel to fill critically as-needed positions at Jefferson Rehabilitation and Health Center until the sale is completed or a Merit System candidate can be hired and thus continue the delivery of health care to patients who reside in the facility; and

WHEREAS, Jefferson County Commission initially capped the contract amount for Jefferson Rehabilitation and Health Center at \$20,000.00 on January 1, 2012; and

WHEREAS, Jefferson Rehabilitation and Health Center is dependent upon temporary staffing agencies for over 80% of its staff; and

WHEREAS, the current cap of \$20,000.00 for the All Temps Systems, Inc. is inadequate to continue current operations; and

WHEREAS, Jefferson Rehabilitation and Health Center needs approval to spend an additional \$20,000 on the All Temps Systems, Inc. contract; bringing the capped amount to \$40,000.00 for the 2012 term of the contract; and

WHEREAS, Jefferson Rehabilitation and Health Center has money in its budget for temporary staffing contractual services and does not require "new money;" and

WHEREAS, the sale of Jefferson Rehabilitation and Health Center has been delayed and the facility must continue to provide health care to its patients; temporary staffing contractual services are needed to provide this critical care component to the patients; and

WHEREAS, the critical nature of this health care and services delivery model and federal/state regulations require adequate staff is available to meet the healthcare needs of the patients;

NOW, THEREFORE BE IT RESOLVED by the Jefferson County Commission that the current cap of \$20,000.00 for the All Temps Systems, Inc. is increased to \$40,000.00 for the 2012 term of the contract and Jefferson Rehabilitation and Health Center is hereby authorized to spend the said amount for staffing services from All Temps Systems, Inc.

BE IT FURTHER RESOLVED by the Jefferson County Commission that the Finance Director is hereby authorized and directed to issue checks for services provided by All Temps Systems, Inc. as invoices are presented not to exceed \$40,000.00 for the 2012 term of the contract.

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

Jun-26-2012-452

WHEREAS, Jefferson County, Alabama has contracted ATC Healthcare Services in an effort to provide temporary personnel to fill critically as-needed positions at Jefferson Rehabilitation and Health Center until the sale is completed or a Merit System candidate can be hired and thus continue the delivery of health care to patients who reside in the facility; and

WHEREAS, Jefferson County Commission initially capped the contract amount for Jefferson Rehabilitation and Health Center at \$45,000.00 on January 1, 2012; and

WHEREAS, Jefferson Rehabilitation and Health Center is dependent upon temporary staffing agencies for over 80% of its staff; and

WHEREAS, the current cap of \$45,000.00 for the ATC Healthcare Services is inadequate to continue current operations; and

WHEREAS, Jefferson Rehabilitation and Health Center needs approval to spend an additional \$10,000.00 on the ATC Healthcare Services Contract; bringing the capped amount to \$55,000.00 for the 2012 term of the contract; and

WHEREAS, Jefferson Rehabilitation and Health Center has money in its budget for temporary staffing contractual services and does not require "new money;" and

WHEREAS, the sale of Jefferson Rehabilitation and Health Center has been delayed and the facility must continue to provide health care to its patients; temporary staffing contractual services are needed to provide this critical care component to the patients; and

WHEREAS, The critical nature of this healthcare and services delivery model and federal/state regulations require adequate staff is available to meet the healthcare needs of the patients;

NOW, THEREFORE BE IT RESOLVED by the Jefferson County Commission that the current cap of \$45,000.00 for the ATC Healthcare Services is increased to \$55,000.00 for the 2012 term of the contract and Jefferson Rehabilitation and Health Center is hereby authorized to spend the said amount for staffing services from ATC Healthcare Services.

BE IT FURTHER RESOLVED by the Jefferson County Commission that the Finance Director is hereby authorized and directed to issue checks for services provided by ATC Healthcare Services as invoices are presented not to exceed \$55,000.00 for the 2012 term of the contract.

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

Jun-26-2012-453

WHEREAS, Jefferson County, Alabama has contracted TRC Staffing Services in an effort to provide temporary personnel to fill critically as-needed positions at Jefferson Rehabilitation and Health Center until the sale is completed or a Merit System candidate can be hired and thus continue the delivery of health care to patients who reside in the facility; and

WHEREAS, Jefferson County Commission initially capped the contract amount for Jefferson Rehabilitation and Health Center at \$35,000.00 on January 1, 2012; and

WHEREAS, Jefferson Rehabilitation and Health Center is dependent upon temporary staffing agencies for over 80% of its staff; and

WHEREAS, the current cap of \$35,000.00 for the TRC Staffing Services is inadequate to continue current operations; and

WHEREAS, Jefferson Rehabilitation and Health Center needs approval to spend an additional \$70,000 on the TRC Staffing Services Contract; bringing the capped amount to \$105,000.00 for the 2012 term of the contract; and

WHEREAS, Jefferson Rehabilitation and Health Center has money in its budget for temporary staffing contractual services and does not require "new money;" and

WHEREAS, the sale of Jefferson Rehabilitation and Health Center has been delayed and the facility must continue to provide health care to its patients; temporary staffing contractual services are needed to provide this critical care component to the patients; and

WHEREAS, The critical nature of this healthcare and services delivery model and federal/state regulations require adequate staff is available to meet the healthcare needs of the patients.

NOW, THEREFORE BE IT RESOLVED by the Jefferson County Commission that the current cap of \$35,000.00 for the TRC Staffing Services is increased to \$105,000.00 for the 2012 term of the contract and Jefferson Rehabilitation and Health Center is hereby authorized to spend the said amount for staffing services from TRC Staffing Services.

BE IT FURTHER RESOLVED by the Jefferson County Commission that the Finance Director is hereby authorized and directed to issue checks for services provided by TRC Staffing Services as invoices are presented not to exceed \$105,000.00 for the 2012 term of the contract.

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

Jun-26-2012-454

WHEREAS, Jefferson County, Alabama has contracted AMT Staffing Services in an effort to provide temporary personnel to fill critically as-needed positions at Jefferson Rehabilitation and Health Center until the sale is completed or a Merit System candidate can be hired and thus continue the delivery of health care to patients who reside in the facility; and

WHEREAS, Jefferson County Commission initially capped the contract amount for Jefferson Rehabilitation and Health Center at \$390,000.00 on January, 2012; and

WHEREAS, Jefferson Rehabilitation and Health Center is dependent upon temporary staffing agencies for over 80% of its staff; and

WHEREAS, the current cap of \$390,000.00 for the AMT Medical Staffing is inadequate to continue current operations; and

WHEREAS, Jefferson Rehabilitation and Health Center needs approval to spend an additional \$110,000.00 on the AMT Medical Staffing Contract; bringing the capped amount to \$500,000.00 for the 2012 term of the contract; and

WHEREAS, Jefferson Rehabilitation and Health Center has money in its budget for temporary staffing contractual services and does not require "new money;" and

WHEREAS, the sale of Jefferson Rehabilitation and Health Center has been delayed and the facility must continue to provide health care to its patients; temporary staffing contractual services are needed to provide this critical care component to the patients; and

WHEREAS, The critical nature of this healthcare and services delivery model and federal/state regulations require adequate staff is available to meet the healthcare needs of the patients.

NOW, THEREFORE BE IT RESOLVED by the Jefferson County Commission that the current cap of \$390,000.00 for the AMT Medical Staffing is increased to \$500,000.00 for the 2012 term of the contract and Jefferson Rehabilitation and Health Center is hereby authorized to spend the said amount for staffing services from AMT Medical Staffing.

BE IT FURTHER RESOLVED by the Jefferson County Commission that the Finance Director is hereby authorized and directed to issue checks for services provided by AMT Medical Staffing as invoices are presented not to exceed \$500,000.00 for the 2012 term of the contract.

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

Jun-26-2012-455

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Warehouse Equipment & Supply Company, Inc. to provide maintenance for overhead doors for the period February 27, 2012 - February 19, 2015 in the amount of \$20,000.

CONTRACT NO: 3675

ANNUAL MAINTENANCE FOR OVERHEAD DOORS CONTRACT

THIS AGREEMENT entered into this 27th February 2012, by and between Jefferson County Alabama, hereinafter called "the County", and WAREHOUSE EQUIPMENT & SUPPLY CO. INC. called "the Contractor". The effective date of this agreement shall be February 27, 2012.

WHEREAS, the County desires to contract for Annual Maintenance for Overhead Doors to the Jefferson County Commission, hereinafter called "the County"; and

WHEREAS, the Contractor desires to furnish said Annual Maintenance for Overhead Doors to the Jefferson County Commission.

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

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

2. SCOPE OF SERVICES: This contract results from Jefferson County's Invitation to Bid No 65-12, dated January 19, 2012, for annual preventative maintenance at various county locations.

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:

The Contractor shall perform and carry out, in a satisfactory and professional manner, the following:

- Visual inspections on overhead doors and chain pulled doors
- Clean and lubricate all tracks, gears and chains
- Inspect, lubricate and adjust operator
- Document any abuse or necessary repairs
- Service shall be performed on each door twice per year
- Maintain a clean area and must pickup and remove any debris created as a result of any maintenance performed (If it is

determined by Jefferson County that Contractor is not leaving area clean, it will be the sole responsibility of Contractor or Representative to clean area.)

4. REPLACEMENT PARTS: Replacement parts are not a part of this contract. Any recommended replacement parts that total less than \$15,000 will be procured by a separate quote; or if the total is \$15,000 or over, by separate Invitation to Bid according to the purchasing laws of the State of Alabama.

5. SCHEDULED WORK: Work will be scheduled Monday through Friday - 7:00 a.m. - 3 p.m. No weekend scheduling or overtime will be involved.

6. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render services to Jefferson County Commission after the effective date of this Contract. The Contract term expires on February 19, 2015.

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

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

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

10. COMPENSATION: The Contractor shall be compensated for Services rendered at a cost shown as follows:

	<u>DESCRIPTION</u>	<u>PRICE</u>
1	PREVENTATIVE MAINTENANCE ON ESTIMATED 98 PUSH BUTTON DOOR AND 36 CHAIN PULL DOOR (ONCE PER YEAR - PER DOOR)	\$105.00 EACH
2	PREVENTATIVE MAINTENANCE ON ESTIMATED 98 PUSH BUTTON DOOR AND 36 CHAIN PULL DOOR (TWICE PER YEAR - PER DOOR)	\$95.00 EACH
3	REPAIR SERVICE ON AN (AS NEEDED) AND "AUTHORIZED" BASIS, ALL PARTS SHALL BE FURNISHED AT COST PLUS	20%
4	ALL LABOR FOR REPAIRS SHALL BE BILLED. THIS SHALL INCLUDE PERSONNEL AND SERVICE TRUCK EMERGENCY CALL OUT AFTER HOURS AND	\$115.00 PER HOUR
5	WEEKENDS. THIS SHALL INCLUDE PERSONNEL AND SERVICE TRUCK.	\$165.00 PER HOUR

11. Payment terms are Net 30 days after receipt of invoice. Pricing (Compensation) listed herein is guaranteed for the entire three-year contract period. Any increase in pricing during this three-year period will automatically terminate this contract.

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

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

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

15. TERMINATION FOR CONVENIENCE: Upon Thirty (30) days written notice to the Contractor, the County may without cause and without prejudice to any other right or remedy to the County, elect to terminate the Agreement. In such case the Contractor shall be paid (without duplication of items): (1) for completed and accepted work executed in accordance with the Agreement prior to the effective date of termination, including fair and reasonable sums for such work: (2) for expenses sustained prior to the effective date of termination in

performing services and furnishing labor, materials or equipment as required by the Agreement in connection with any uncompleted work; and (3) for reasonable expenses directly attributable to termination, excluding loss of anticipated revenue or other economic loss arising out of or resulting from such termination.

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

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

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

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

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

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

22. INSURANCE: The successful bidder will maintain such insurance as will protect him and the County from claim under Workmen's Compensation Acts, and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama and shall include Jefferson County, Alabama as Added Additional Insured By Endorsement including a thirty (30) day(s) written cancellation notice. Evidence of insurance will be furnished to the Purchasing agent not later than seven (7) day(s) after Purchase Order/contract date. Successful bidder is also required to include the bid number on the evidence of insurance.

Insurance Minimum Coverage:

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

General Liability:

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

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

\$1,000,000 - Personal injury aggregate

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

Automobile Liability:

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

Any automobile including hired and non-owned vehicles

Workers Compensation and Employers Liability:

\$100,000 - Limit each occurrence

Umbrella Coverage:

\$1,000,000 - Each occurrence

\$1,000,000 - Aggregate

Added Additional Insured By Endorsement:

Jefferson County, Alabama 30 day(s) written cancellation notice

Under Description of Operations/Locations/Vehicles/Exclusions

Added by Endorsement/Special Provisions enter the BID/RFP Number, Project Number or

Purchase Order Number Covered by The Certificate of Insurance

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

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

Jefferson County Commission

CONTRACTOR:

John Nolan, Authorized Representative

Warehouse Equipment & Supply Co., Inc.

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

Jun-26-2012-456

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and the City of Hoover, Alabama to provide election services in the amount of \$2,030.

CONTRACT FOR ELECTION SERVICES

This Agreement is entered into this 7th day of May, 2012, by and between Jefferson County, Alabama, political subdivision of the state of Alabama (hereinafter called "the County"), and the City of Hoover, Alabama, a municipal corporation, (hereinafter called "the City").

WHEREAS, the City's Municipal Election will occur on August 28, 2012, and, if required, a run off election will occur on October 9, 2012; and

WHEREAS, the City desires to purchase certain election services from the County.

NOW THEREFORE IN CONSIDERATION OF THE ABOVE AND THE BELOW, the City and the County do mutually agree as follows:

For the election on August 28, 2012. The City shall pay to the County, in advance of the provision of any service or equipment, and before the voting machines are to be delivered, the following unit pricing rates for each service or equipment as follows:

- M100 Voting Machines---\$450.00 each Automark Units---\$450.00 each
- M650 Voting Machines---\$450.00 each
- ePollbook Laptops---\$100.00 each
- Cellular Telephone---\$15.00 each
- Voter list for posting/publishing per thousand names--\$11.00 per 1,000 names on the list rounded up to the next thousand; multiplied by the quantity of list(s) requested.
- Voter List on compact disc per thousand names--\$11.00 per 1,000 names on the list rounded up to the next thousand; multiplied by the quantity of disc(s) requested; plus \$45.00.

This does not include the provision of ballots or other printed materials which shall be acquired by the City separately from the vendor of such ballots and materials.

Primary Election - Requested Equipment

- a. M100 Voting Machines (\$450.00 each)
Machines @ \$450.00 each = \$ 0.00
- b. Automark Machines (\$450.00 each)

	Machines @ \$450.00 each =	\$ 0.00
c.	M650 Voting Machines (450.00 each)	
	Machines @ \$450.00 each =	\$ 0.00
d.	ePollbook Laptops (\$100.00 each)	
	9 Laptops @ 100.00 each=	\$ 900.00
e.	Cellular Telephone (\$15.00 each)	
	13 Telephones @\$15.00 each =	\$ 195.00
f.	Voter List for posting/publishing	
	(\$11.00 per thousand names rounded up = 440cost per list)	
	Multiplied by one quantity of list(s) requested =	\$ 440.00
g.	Voter List on Compact Disc	
	(((\$11.00 per thousand names rounded up = \$440 cost per disc)	
	Multiplied by one quantity of disc(s) requested + \$45.00=	\$ 495.00
	Primary Election Equipment or Service Total Cost	\$ 2,030.00

Following receipt of the City's payment, the County shall deliver the voting machines to each polling location. The County shall provide the lists, electronic data, laptops, and cell phones to the City Clerk who shall provide the County with a receipt therefore. The County shall provide Election Day service, program testing and the County shall provide assistance to the City's Election Commission for canvassing all votes cast on the voting machines used for said election. The County shall further provide the City with the following at no additional cost:

- An absentee list
- A supplemental absentee list
- Voter books for each voting polling location
- Provisional vote count

RUNOFF ELECTION ON October 9, 2012. In the event of a run off election, the County will provide the requested equipment and services under the terms and conditions set forth, herein, provided the County receives full payment for such equipment and services before the voting machines are to be delivered. Actual cost will be determined by the quantities of equipment or services requested using the specified unit pricing. Pricing will be provided in the form of an invoice for payment and will be attached as a supplement ("Attachment A" - on file in the Minute Clerk's office), to this agreement.

The City hereby agrees to accept liability and responsibility for all equipment and materials provided to the City hereby, upon delivery by the County; and City agrees to indemnify and reimburse the County for any loss or damage to the equipment and materials, including County's voting machines, computers or equipment, which occurs following delivery by the County and until pickup by the County following each election.

This contract contains the entire understanding of the parties hereto and no change of any term or provision of this contract shall be valid or binding unless this contract is amended by written instrument which has been executed or approved by the County and the City.

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their duly authorized representatives.

JEFFERSON COUNTY, ALABAMA

W. D. CARRINGTON, President

Jefferson County Commission

CITY OF HOOVER

_____, Mayor

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

Jun-26-2012-457

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and the City of Center Point, Alabama to provide election services in the amount of \$556.

CONTRACT FOR ELECTION SERVICES

This Agreement is entered into this 17th day of May, 2012 , by and between Jefferson County, Alabama, political subdivision of the state of Alabama (hereinafter called "the County"), and the City of Center Point, Alabama, a municipal corporation, (hereinafter called "the City").

WHEREAS, the City's Municipal Election will occur on August 28, 2012, and, if required, a run off election will occur on October 9, 2012 ; and

WHEREAS, the City desires to purchase certain election services from the County.

NOW THEREFORE IN CONSIDERATION OF THE ABOVE AND THE BELOW, the City and the County do mutually agree as follows:

For the election on August 28, 2012 . The City shall pay to the County, in advance of the provision of any service or equipment, and before the voting machines are to be delivered, the following unit pricing rates for each service or equipment as follows:

- M100 Voting Machines----\$450.00 each Automark Units---\$450.00 each
- M650 Voting Machines----\$450.00 each
- ePollbook Laptops----\$100.00 each
- Cellular Telephone----\$15.00 each
- Voter list for posting/publishing per thousand names--\$11.00 per 1,000 names on the list rounded up to the next thousand; multiplied by the quantity of list(s) requested.
- Voter List on compact disc per thousand names--\$11.00 per 1,000 names on the list rounded up to the next thousand; multiplied by the quantity of disc(s) requested; plus \$45.00.

This does not include the provision of ballots or other printed materials which shall be acquired by the City separately from the vendor of such ballots and materials.

Primary Election - Requested Equipment

a.	M100 Voting Machines (\$450.00 each)	
	Machines @ \$450.00 each =	\$ 0.00
b.	Automark Machines (\$450.00 each)	
	Machines @ \$450.00 each =	\$ 0.00
c.	M650 Voting Machines (450.00 each)	
	Machines @ \$450.00 each =	\$ 0.00
d.	ePollbook Laptops (\$100.00 each)	
	1 Laptops @ 100.00 each=	\$ 100.00
e.	Cellular Telephone (\$15.00 each)	
	1 Telephones @\$15.00 each =	\$ 15.00
f.	Voter List for posting/publishing	
	(\$11.00 per thousand names rounded up = \$440 cost per list)	
	Multiplied by 3 quantity of list(s) requested =	\$ 297.00
g.	Voter List on Compact Disc	
	((\$11.00 per thousand names rounded up = \$99 cost per disc)	
	Multiplied by 1 quantity of disc(s) requested + \$45.00=	\$ 144.00
	Primary Election Equipment or Service Total Cost	\$ 556.00

Following receipt of the City's payment, the County shall deliver the voting machines to each polling location. The County shall provide the lists, electronic data, laptops, and cell phones to the City Clerk who shall provide the County with a receipt therefore. The County shall provide Election Day service, program testing and the County shall provide assistance to the City's Election Commission for canvassing all votes cast on the voting machines used for said election. The County shall further provide the City with the following at no additional cost:

- An absentee list
- A supplemental absentee list
- Voter books for each voting polling location
- Provisional vote count

RUNOFF ELECTION ON October 9, 2012. In the event of a run off election, the County will provide the requested equipment and services under the terms and conditions set forth, herein, provided the County receives full payment for such equipment and services before the voting machines are to be delivered. Actual cost will be determined by the quantities of equipment or services requested using the specified unit pricing. Pricing will be provided in the form of an invoice for payment and will be attached as a supplement ("Attachment A" - on file in the Minute Clerk's office), to this agreement.

The City hereby agrees to accept liability and responsibility for all equipment and materials provided to the City hereby, upon delivery by the County; and City agrees to indemnify and reimburse the County for any loss or damage to the equipment and materials, including County's voting machines, computers or equipment, which occurs following delivery by the County and until pickup by the County following each election.

This contract contains the entire understanding of the parties hereto and no change of any term or provision of this contract shall be valid or binding unless this contract is amended by written instrument which has been executed or approved by the County and the City.

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their duly authorized representatives.

JEFFERSON COUNTY, ALABAMA

W. D. CARRINGTON, President

Jefferson County Commission

CITY OF CENTER POINT

Thomas Henderson, Mayor

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

Jun-26-2012-458

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request for compensation from Anne-Marie Adams, Circuit Court Clerk for serving as Absentee Elections Manger for the Primary Election held on March 13, 2012 in the amount of \$9,200 (46 days @ \$200 per day), be and hereby is approved. The Compensation is authorized by Section 17-10-14 (amended) of the Code of Alabama 1975, and Attorney General's opinion dated June 28, 2002 and Act No. 2006-327.

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

Jun-26-2012-459

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Guardian Systems, Inc. to provide testing services for the period June 26, 2012 - June 25, 2015 cost of services per fee schedule.

Contract No. 4036

CONTRACT FOR RFP 132-12 - "WATER QUALITY ANALYSIS"

THIS AGREEMENT entered into by and between Jefferson County, Alabama, hereinafter called "the County", and Guardian Systems, Inc. located at 1108 Ashville Road, Leeds, Alabama 35094, hereinafter called "the Contractor," shall be effective June 26, 2012.

WHEREAS, the County desires to contract for water quality analysis and other laboratory tests, as needed by the Stormwater Division of the Jefferson County Inspection Services Department for compliance with ADEM and EPA requirements.

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

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

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

This Contract results from Jefferson County's Request for Invitation to RFP 132-12 - Water Quality Analysis, dated June 7, 2012, for water quality testing and other laboratory testing on behalf of the County's Stormwater Division of the Inspection Services Department in order to meet ADEM and EPA requirements. The water samples will be collected by the Stormwater Division employees and delivered to the vendor for the water quality analysis or other laboratory tests.

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:

The Contractor shall be available to render services at any time after the effective date of this contract. The contract will be effective June 26, 2012 through June 25, 2015. The Contractor shall perform and carry out water quality and laboratory testing according to the following parameter and reference methods:

- Oil and Grease - EPA 1664
- Non-Polar Material (NPM) (T.Pet. Hydro.) - EPA 1664 or EPA 418.1
- Mercury, Total - EPA 245.1
- Silver, Total - EPA 200.7

- Aluminum, Total - EPA 200.7
- Arsenic, Total - EPA 200.7
- Barium, Total - EPA 200.7
- Beryllium, Total - EPA 200.7
- Boron, Total - EPA 200.7
- Calcium, Total - EPA 200.7

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK

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

- Cadmium, Total -EPA 200.7
- Cobalt, Total - EPA 200.7
- Chromium, Total - EPA 200.7
- Copper, Total - EPA 200.7
- Iron, Total - EPA 200.7
- Potassium, Total - EPA 200.7
- Magnesium, Total - EPA 200.7
- Manganese, Total - EPA 200.7
- Molybdenum, Total - EPA 200.7
- Sodium, Total - EPA 200.7
- Nickel, Total - EPA 200.7
- Lead, Total - EPA 200.7
- Antimony, Total - EPA 200.7
- Selenium, Total - EPA 200.7
- Silicon, Total - EPA 200.7
- Tin, Total - EPA 200.7
- Strontium, Total - EPA 200.7
- Titanium, Total - EPA 200.7
- Thallium, Total - EPA 200.7
- Vanadium, Total - EPA 200.7
- Zinc, Total - EPA 200.7
- Surfactants (mg/L) - EPA 425.1
- Fluoride (mg/L) - EPA 300.0
- Nitrogen Ammonia (mg/L) - EPA 350.2
- Nitrogen, Nitrite - EPA 354.1 or EPA 300.0
- Nitrogen, Nitrate - EPA 300.0
- Nitrogen, Kjeldahl, Total - EPA 351.2
- Nitrogen, Total - 4500-n
- Phos - Total Phosphate (mg/L) - EPA 365.2
- Phos - Dissolved (mg/L) - EPA 365.2
- Phosphate - Ortho - EPA 365.2
- Potassium (mg/L) - EPA 200.7

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK

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

- Fecal Coliform (coL'100m1) - SM 9222D
- Lead (mg/L) - EPA 200.9
- Cyanide (mg/L) - EPA 335.2
- Silver (mg/L) - EPA 200.7
- COD(mg/L) - EPA 410.2 or EPA 410.4
- TOC (mg/L) - EPA 415.1
- BOD (mg/L) - SM 5210B or EPA 405.1
- Arsenic (mg/L) - EPA 200.9

- Solids Total Suspended (mg/L) - EPA 160.2
- Solids Total Dissolved (mg/L) - EPA 160.1
- pH (SU) - EPA 150.1
- Pyrene EPA 625
- 3,4-Benzofluoranthene - EPA 625
- Acenaphthene - EPA 625
- Anthracene - EPA 625
- Benzo(a)anthracene - EPA 625
- Benzo(a)pyrene - EPA 625
- Benzo(g,h,i)perylene - EPA 625
- Benzo(K)fluoranthene - EPA 625
- Dibenzo (a,h) anthracene - EPA 625
- Indeno (1,2,3-cd) pyrene - EPA 625
- Napthalene - EPA 625
- Phenanthrene - EPA 625 . Pyrene - EPA 625
- Contractor shall provide Jefferson County Stormwater with the names and contact information of at least four of their employees who will be performing these tests.
- Contractor shall submit all test results within seven (7) days of completion.
- Contractor shall also notify Stormwater (the County) of any non-viable samples within three (3) days of receipt.

4. COMPENSATION:

Per the Contractor's response for RFP 132-12. the fee schedule is represented as Schedule A attached herein (on file in the Minute Clerk's office). Additional tests conducted by the Contractor not defined in this agreement will be performed at the Contractor's standard rate as agreed upon by both parties.

5. INDEPENDENT CONTRACTOR:

The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for Workmen's Compensation, FICA taxes, Occupational Taxes, all applicable federal, state and local taxes, etc. and that the County shall not be obligated for same under this contract.

6. NON-DISCRIMINATION POLICY:

Both parties agree that all services rendered under this contract shall be done so without regard to race, creed, color, sex, national origin, religion or handicap.

7. MISCELLANEOUS REQUIREMENTS:

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

8. TERMINATION OF CONTRACT:

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

9. LIABILITY:

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

10. AMENDMENT OF AGREEMENT:

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

11. ASSIGNMENT:

No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize the Successful Bidder to subcontract (assign) any portion of this contract, the Successful Bidder shall maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Successful Bidder must maintain a continuous effective business relationship with the sub-contractors)

including, but not limited to, regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, shall result in termination of the contract and/or legal ramifications, due to nonperformance.

12. CANCELLATION:

Failure to deliver as specified and in accordance with the Contractor's Bid Response submitted in response to RFP 132-12, including promised delivery and completion date, shall constitute sufficient grounds for cancellation of the order at the option of the Jefferson County Commission.

13. INSURANCE:

The Contractor shall maintain such insurance as shall protect him and the County from claim under Workmen's Compensation Acts, and from claims for damage and/or personal injury, including death, which may arise from operations under this contract.

13. INSURANCE (CONT'D)

Insurance shall be written by companies authorized to do business in Jefferson County, Alabama and shall include Jefferson County, Alabama as Added Additional Insured By Endorsement including a thirty (30) day(s) written cancellation notice. Evidence of insurance shall be furnished to the Purchasing agent not later than seven (7) day(s) after Purchase Order/contract date. The Contractor is also required to include the bid number on the evidence of insurance.

Insurance Minimum Coverage:

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

General Liability:

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

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

\$1,000,000 - Personal injury aggregate

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

Automobile Liability:

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

Any automobile including hired and non-owned vehicles

Workers Compensation and Employers Liability:

\$100,000 - Limit each occurrence

Umbrella Coverage:

\$1,000,000 - Each occurrence

\$1,000,000 - Aggregate

Added Additional Insured By Endorsement:

Jefferson County, Alabama

30 day(s) written cancellation notice

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

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

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

14. DISCLAIMER OF LIABILITY:

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

15. HOLD HARMLESS AGREEMENT:

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

from a company licensed to do business in the State of Alabama. Coverage required includes 1) Comprehensive General Liability; 2) Comprehensive Automobile Liability; 3) Worker's Compensation and Employer's Liability.

16. PROTECTION DAMAGE:

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

17. COUNTY FUNDS PAID:

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

18. INVOICING:

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

- 1. Purchase Order Number;
- 2 Ship-to department name and address.

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

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

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

19. TAX

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

20. GOVERNING LAW/DISPUTE RESOLUTION:

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

21. STATEMENT OF COMPLIANCE WITH ALABAMA CODE SECTION 31-13-9

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

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

CONTRACTOR:

Guardian System, Inc.
Authorized Representative for Contractor
JEFFERSON COUNTY, ALABAMA
W. D. Carrington, President
Jefferson County Commission

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

Jun-26-2012-460

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

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

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

WHEREAS, the Board of Directors of the BJCTA have duly adopted a resolution adopting and approving the Fiscal Year 2013 Capital and Operating Budgets and have duly applied in writing to the Jefferson County Commission to approve these resolutions.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the BJCTA's resolution approving the Fiscal Year 2013 Capital Budget and Operating Budget is hereby approved.

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

Jun-26-2012-461

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

Jun-26-2012-462

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

Jun-26-2012-463

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

Jun-26-2012-464

WHEREAS, Athena The Training Professional 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 Athena The Training Professionals 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 Brown seconded by Commissioner Stephens that the above resolution be adopted. Voting "Aye" Brown, Stephens, Bowman, Carrington and Knight.

Jun-26-2012-465

WHEREAS, it is necessary to revise WIA Grant Agreement 13-0 (with ADECA) to incorporate an additional allocation of \$41,428.00; and

WHEREAS, the amended total allocation is \$5,119,951.00.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President is authorized to sign the modification of WIA funds as reflected on WIA Plan 13-B.

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

Jun-26-2012-466

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

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

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

WHEREAS, \$57,200 was approved by amendment by the Jefferson County Commission on March 13, 2012. An additional \$2,500 is needed to assist existing eligible HPRP residents in paying rent.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President is hereby authorized, empowered and directed to allow the Finance Director to make payments not to exceed \$59,700 to landlords on behalf of those eligible HPRP consortium residents upon receipt by the Jefferson County Office of Community & Economic Development. The cost will be paid for with HPRP funds.

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

Jun-26-2012-467

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the Fairfield Forest Hills Park Improvements Project (CD09-03F-M01-FHP), such bids having been opened on June 6, 2012, and listed as follows:

Contractor	Base Bid	Notation	Alternate 1	Alternate 2	Alternate 3	Total Bid
Coston General Contractors. Inc.	162,900	(3,000)	29,515	35,265	31,000	\$255,680.00
A.G. DRE'CO, INC.	185,000	(3000)	32,145	20,032	31,477	\$268,654.00

WHEREAS, after tabulation by the Thompson Architecture, Inc. and consideration by the Jefferson County Office of Community & Economic Development, it has been recommended that the contract be awarded to the lowest responsible Coston General Contractors Inc. for the base bid minus notation and alternates for a total bid amount of \$159,900.00

NOW THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, and hereby is authorized, empowered and directed to award the construction of the Fairfield Forest Hills Park Improvements Project to Coston General Contractors, Inc., for the bid amount minus notation and Alternate 1, Alternate 2 and Alternate 3 for a total amount of One Hundred Fifty Nine Thousand Nine Hundred and 00/100 Dollars (\$159,900). This project will be funded with federal Community Development Block Grant Funds. This project is from the Program Year 2009.

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

Jun-26-2012-468

WHEREAS, Jefferson County, Alabama has undertaken a Housing Rehabilitation Grant Program in an effort to make emergency repairs and accessibility modifications to homes and thus preserve dwelling units occupied by low income families, and thereby facilitate and protect the health, safety, and welfare of the residents of the Jefferson County Community Development Consortium Area; and

WHEREAS, Jefferson County's 2011 Action Plan identifies the need for a housing program to assist very low, low and moderate income citizens in making emergency repairs and accessibility modifications to their residences; and

WHEREAS, Jefferson County Alabama's Fiscal Year 2011 Action Plan for the federal Community Development Block Grant Program (CDBG) created a Housing Emergency and Accessibility Grant Program to be funded in the amount of \$317,470; and

WHEREAS, Jefferson County, Alabama received \$335,496.00 in CDBG-R (Recovery) funds which is funded under the American Recovery and Reinvestment Act of 2009 for use in its Housing Programs; and

WHEREAS, the Housing Grant Program is a needed tool which enables Jefferson County to address critical health and safety housing emergencies in the homes of low income residents; and

WHEREAS, the critical nature of this program requires that cases be processed in the most expeditious manor possible; and

WHEREAS, all work shall be competitively bid in compliance with Alabama State Bid Law.

NOW, THEREFORE BE IT RESOLVED by the Jefferson County Commission that the CDBG Housing Grant Program in the amount of \$317,470.00 and the CDBG-R Housing Grant Program in the amount of \$335,496.00 are hereby authorized in the form of rehabilitation construction grants in accordance with the Jefferson County Housing Rehabilitation Grant Program and the Community Development Office is authorized to process the same in accordance with the program. The grant will be funded from federal CDBG and CDBG-R Housing Rehabilitation Grant funds.

BE IT FURTHER RESOLVED by the Jefferson County Commission that the Purchasing Department be and is hereby pre-approved to process related expenditures immediately once the bids have been properly let for expenditures of \$5,000.00 and over and the Finance Director be and is hereby authorized and directed to issue checks for construction rehabilitation grants for individual amounts not to exceed \$25,000 per case from the Community Development Fund.

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

Jun-26-2012-469

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 One-Year Action Plan; and

WHEREAS, The Jefferson County Office of Community & Economic Development has developed a list of proposed infrastructure

and public service projects for the 2012 One-Year Action Plan, based on the needs of the community as addressed in a series of public hearings and an assessment of the priority of those needs; and

WHEREAS, Jefferson County expects to receive \$1,641,778.00 in CDBG funds, \$12,000.00 in CDBG program income, \$175,000.00 in CDBG EDA Revolving Loan Fund; \$586,731.00 in HOME funds, \$154,515.00 in County match (In-Kind), and \$100,000.00 in HOME program income; \$160,259.00 in federal ESG funds, and \$160,259.00 in ESG Match funds, making a total of \$2,990,542.00 in funds available for Program Year 2012-13.

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, economic development, infrastructure, public service, HOME, and Emergency Solutions Grant activities for the 2012 One-Year Action Plan for public comment.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the County Commission of Jefferson County, Alabama, that the President of the County Commission is authorized and hereby directed to execute and submit to the U.S. Department of Housing and Urban Development the 2012 One-Year Action Plan, Standard Forms 424, and Consolidated Plan Certifications upon completion of the 30-day comment period.

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

Jun-26-2012-470

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) plans to award to Jefferson County, Alabama Community Development Block Grant Disaster Recovery funds for the purpose of assisting recovery in the most impacted and distressed areas declared a major disaster in 2011 under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.). In order to receive said funds, Jefferson County must submit to HUD a Substantial Amendment along with the Standard 424 Form, certifications, and citizens comments received during a 7-day comment period; and

WHEREAS, The Jefferson County Commission finds that said grants are vitally needed for providing assistance with unmet needs in the categories of owner occupied housing rehabilitation, home rebuilding, debris removal, demolition, public facilities, infrastructure, non-housing rehabilitation, economic development micro-loans, and planning in the affected areas; and

WHEREAS, Jefferson County has involved in its planning process citizens, non-profit organizations and other area governments to develop a comprehensive approach to meeting the unmet needs from the April 2011 tornadoes; and

WHEREAS, The Jefferson County Office of Community & Economic Development has developed a list of proposed activities for the Proposed Substantially Amended 2011 One-Year Action Plan, based on the needs of the affected areas as addressed in a series of public hearings and an assessment of the priority of those needs; and

WHEREAS, Jefferson County expects to receive \$7,847,084.00 in CDBG-DR funds.

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, the proposed Substantial Amendment to the 2011 One-Year Action Plan for CDBG-DR activities for public comment.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the County Commission of Jefferson County, Alabama, that the President of the County Commission is authorized and hereby directed to execute and submit to the U.S. Department of Housing and Urban Development the Substantial Amendment to the 2011 One-Year Action Plan, Standard Forms 424, and Consolidated Plan Certifications upon completion of the 7-day comment period.

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

Communication was read from Roads & Transportation recommended the following;

1. Alabama Gas Corporation to install 672' of 2" gas main on Lewisburg Road in Fultondale.
2. AT&T Corporation to install 231' of buried cable at 160 Cleage Drive in Tarrant.

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

Jun-26-2012-471

STREET MAINTENANCE ACCEPTANCE

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

WHEREAS, the portion of Ridgemont Drive as shown in Sector I of Savannah Ridge, as situated in the SW ¼ of the SE ¼ of Section 18, Township 19 South, Range 2 West has been constructed to Jefferson County standards and right-of-way has been dedicated and recorded for the purpose of public access.

WHEREAS, Jefferson County Roads and Transportation Department maintains roads.

NOW, THEREFORE, BE IT RESOLVED, by the Jefferson County Commission that assents to acceptance of maintenance of the existing streets, as constructed and located within the boundaries of the right-of-way recorded in Map Book 216, Page 39 in the Birmingham Division of the Jefferson County Probate Court.

Done at the regular session of the Commission of Jefferson County, this 26th day of June, 2012.

RECOMMENDED:

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

ATTEST:
Minute Clerk

JEFFERSON COUNTY, AL
David Carrington, President
Jefferson County Commission

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

Jun-26-2012-472

STREET MAINTENANCE ACCEPTANCE

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

WHEREAS, Ridgemont Circle and the portion of Ridgemont Drive as shown in Sector 2 of Savannah Ridge, as situated in the SW ¼ of the SE ¼ of Section 1 S, Township 19 South, Range 2 West has been constructed to Jefferson County standards and right-of-way has been dedicated and recorded for the purpose of public access.

WHEREAS, Jefferson County Roads and Transportation Department maintains roads.

NOW, THEREFORE, BE IT RESOLVED, by the Jefferson County Commission that assents to acceptance of maintenance of the existing streets, as constructed and located within the boundaries of the right-of-way recorded in Map Book 223, Page 47 in the Birmingham Division of the Jefferson County Probate Court.

Done at the regular session of the Commission of Jefferson County, this 26th day of June, 2012.

RECOMMENDED:

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

ATTEST:
Minute Clerk

JEFFERSON COUNTY, AL
David Carrington, President
Jefferson County Commission

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

Jun-26-2012-473

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that said Commission shall hold a public hearing on July 17, 2012, at the regular County Commission meeting, following proper notice and advertisement thereof, to receive comments regarding the

following proposed permanent road closures.

- (a) Mulga Loop Road (undeveloped area), a/k/a Templeton Road between Minor Parkway and Reading Avenue due to the unabated dumping of garbage and other rubbish
- (b) Altadena Lake Drive at its southwestern intersection with Camp Horner Road due to the submission of a petition by the residents of Altadena Lake Subdivision

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

Jun-26-2012-474

ORDINANCE NUMBER 1805

AN ORDINANCE OF THE JEFFERSON COUNTY COMMISSION
TO PROHIBIT ANY PERSON FROM DRIVING ANY VEHICLE
IN EXCESS OF THE STATED SPEEDS AT THE PLACES DESCRIBED ON
BELCHER FERRY 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 the rate of speed on that part of Belcher Ferry Road lying within Jefferson County and outside any municipality hereinafter indicated:

(a) 35 Miles Per Hour. At the following location on Belcher Ferry Road it shall be unlawful for any person to drive any vehicle at a rate of speed in excess of 35 miles per hour at any time:

BELCHER FERRY ROAD

FROM TAYLORS FERRY ROAD TO KITTY BRANCH ROAD
(WESTERN JEFFERSON COUNTY AREA)

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

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

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

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

Jun-26-2012-475

ORDINANCE NUMBER 1806

AN ORDINANCE OF THE JEFFERSON COUNTY COMMISSION
TO PROHIBIT ANY PERSON FROM DRIVING ANY VEHICLE
IN EXCESS OF THE STATED SPEEDS AT THE PLACES DESCRIBED ON
TRAILRIDGE SQUARE 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 the rate of speed on that part of Trailridge Square lying within Jefferson County and outside any municipality hereinafter indicated:

(a) 25 Miles Per Hour. At the following location on Trailridge Square it shall be unlawful for any person to drive any vehicle at a rate of speed in excess of 25 miles per hour at any time:

TRAILRIDGE SQUARE

FROM SUBURBAN DRIVE TO SUBURBAN DRIVE
(FORESTDALE AREA)

Section 2. A person convicted of violating this ordinance shall be subject to the punishment provided for in Title 32, Chapter 5A,

2. SCOPE OF SERVICES: The Contractor shall perform all necessary appraisal services provided under this Contract as required by the ROW. The Contractor shall do, perform, and carry out in a satisfactory and proper professional manner the appraisal of County Property located at 2220 Reverend Abraham Woods Blvd, Birmingham, Alabama being the South 130 feet of the East one half of Lot 7, and the South 130 feet of Lot 8 in Block 4, all according to the Survey of The City of Birmingham as made by the Elyton Land Company with a full narrative report developed in accordance with the Uniform Standards of Professional Appraisal Practice.

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render professional appraisal services to the Commission at any time after the effective date of this Contract. This agreement shall become effective on the date that all parties sign this agreement and shall terminate on June 1, 2013 unless services needed for Court Time in the future.

4. COMPENSATION: Contractor shall be compensated for services tendered as follows:

\$2,500.00 per appraisal on the 23rd Street North at Reverend Abraham Woods Blvd., Birmingham, Alabama.

\$150.00 per hour for Court Time, if necessary.

Total cost of appraisals work performed under this contract is not to EXCEED \$3,000.00 plus any court time payable per submission of an approved invoice. All amounts due to the Contractor shall be paid on a net 30 day basis.

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR
David Mullins, MAI

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

DIRECTOR/COUNTY ENGINEER
E. Wayne Sullivan

ATTESTS:
Minute Clerk

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

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

STAFF DEVELOPMENT

Family Court

20 Family Court Employees @ \$60 each \$1,260
2012 Juvenile Probation Officers Conference
Birmingham, AL – August 28-29, 2012

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

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

Jun-26-2012-478

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute an Agreement between Jefferson County and Alabama Department of Transportation in the amount of \$916,194.74. This agreement allows the County to be reimbursed for costs to relocate sanitary sewers that are in conflict with ALDOT'S Corridor "X" road extension and improvement project from I -65 to US 31 in Unincorporated Jefferson County and in the City of Birmingham.

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

Private Right-of-Way
 Public Right-of-Way

PROJECT NUMBER
Utilities _____
Construction APD-471 (523)

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

WITNESSETH:

WHEREAS, the STATE proposes a project of certain highway improvements in Jefferson County, Alabama, said project being

designated as Project No. APD-471 (523) and consisting approximately of the following: Corridor X from I-65 to US 31, Grade, Drain, Base, Pave, Bridges, Lighting & Signing; and

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

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

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

NOW, THEREFORE, the parties hereto agree as follows:

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

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

b. In the event a Consultant Engineer acceptable to and approved by the STATE is utilized by the UTILITY, the actual cost of such Engineer under contract approved by the STATE will be reimbursed by the STATE to the UTILITY. If the UTILITY, with approval of the STATE, designs the relocation work with company employees, the STATE will reimburse the UTILITY for the actual cost of such design. Payment for actual cost in either instance will be made upon receipt and verification of appropriate invoices from the UTILITY provided the actual cost is established by the records of the UTILITY when kept in accordance and in compliance with general accounting practices acceptable to the STATE and in compliance with Parts 30 and 31, Federal Acquisition Regulations.

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

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

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

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

The total actual cost of relocation, whether the facilities are on private or public right-of-way, shall be adjusted for betterment, if any, as defined and provided for in 23 CFR 645. Excluding betterment costs, the total estimated cost of relocation, including Engineering is \$916,194.74. The total estimated cost including betterment is \$916,194.74.

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

2. The UTILITY will conform to the provisions of the latest edition of the State of Alabama Department of Transportation Utility Manual, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such Utility Manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.

3. The UTILITY will conform to the provisions of the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD), latest edition, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.

4. The UTILITY will be notified by the STATE Project Engineer, twenty-four (24) hours in advance of the commencement of the facility adjustment by the STATE Contractor. The State Project Engineer shall have final authority in all matters affecting the work of the State's Contractor. In the event the UTILITY has an Inspector on the project, such Inspector will not issue any instructions to the State's Contractor. All instructions to the State's Contractor with regard to the work provided for under this agreement will be issued by the State Project Engineer, after consultation with the UTILITY Inspector or Representative if found necessary by the State Project Engineer.
5. Code of Federal Regulations 23 CFR 645 is hereby made a part hereof by reference and will be conformed to by the UTILITY as the provisions thereof are applicable hereto.
6. The UTILITY will observe and comply with the provisions of all Federal, State and Municipal laws and regulations as the provisions thereof are applicable hereto in the performance of work hereunder, including the Clean Water Act of 1987, the Alabama Nonpoint Source Management Program of 1989, and the regulations of the Environmental Protection Agency (EPA) and the Alabama Department of Environmental Management (ADEM). The UTILITY will procure and pay for all licenses and permits that are necessary for its performance of the work.
7. Where the UTILITY has a compensable property interest in its existing location (herein referred to as private right-of-way) by reason of holding the fee, an easement or other property interest, evidence of such compensable property interest will be submitted to the STATE by the UTILITY for review and approval.
8. If the UTILITY is required to move all of its facilities from a portion of its private right-of-way, upon completion of the relocation provided for herein, the UTILITY will convey to the STATE by Quitclaim Deed the portion of its private right-of-way located within the right-of-way limits of the above referenced project.
9. In the event the UTILITY is required to relocate any of its facilities which are located on its private right-of-way to a new location on public right-of-way or if any such facilities are to be retained in place within the public right-of-way due to this project, the following provisions will apply:
 - a. The cost of relocation will include reimbursement for acquisition of right-of-way by the UTILITY to place necessary guy wires and anchors on private lands adjacent to the highway right-of-way and the rights to cut, trim and remove, initially and from time to time as necessary, trees on private lands adjacent to the highway right-of-way which might then or thereafter endanger the facilities of the UTILITY.
 - b. Reimbursement for future relocation of the UTILITY'S facilities will be in accordance with State law in effect at the time such relocation is made; provided, however, the UTILITY will be reimbursed for the cost of any future relocation of the facilities, including the cost of acquisition of equivalent private right-of-way if such future relocation is outside the highway right-of-way and such relocation is required by the STATE, and provided that the prior relocation from private right-of-way to public right-of-way was without compensation to the UTILITY for its compensable property interest in its private right-of-way.
10. The UTILITY will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the UTILITY, its agents, servants, employees or facilities.
11. In the event a Utility - Consultant Engineering Agreement for this project is entered into between the UTILITY and a Consulting Engineer, the following provisions will apply:
 - a. The UTILITY has complied or will comply with and fulfill all obligations, requirements, notifications, and provisions of the Utility - Consultant Engineering Agreement executed for this project work which are for the benefit or protection of the STATE.
 - b. The UTILITY has obtained or will obtain all approvals and authorizations required by the STATE which are provided for in the Utility - Consultant Engineering Agreement.
 - c. No reimbursement payments will be due and none will be made by the STATE until such Utility - Consultant Engineering Agreement is complied with faithfully by the UTILITY and Consulting Engineer.
12. Nothing contained in this Agreement, or in its execution, shall be construed to alter or affect the title of the STATE to the public right-of-way nor to increase, decrease or modify in any way the rights of the UTILITY provided by law with respect to the construction, operation or maintenance of its facilities on the public right-of-way.
13. Paragraph 14 set forth below is applicable to this Agreement only if Federal appropriated funds are available or will be available in the project by which the relocation required by this Agreement is necessitated.
14. In the event any Federal Funds are utilized for this work, the following certification is made:

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

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

to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

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

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

RECOMMENDED FOR APPROVAL:

Brian Davis
Division Engineer

Robert G. Lee
Utilities Engineer

APPROVED AS TO FORM:

Jim Ippolito, Jr.
Chief Counsel,
Alabama Department of Transportation

STATE OF ALABAMA DEPARTMENT OF TRANSPORTATION ACTING BY AND THROUGH ITS TRANSPORTATION DIRECTOR

John R. Cooper
Transportation Director

Jefferson County Commission

W. D. Carrington, President

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

Robert J. Bentley
GOVERNOR

STATE OF ALABAMA

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

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

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

The Commission reconvened Wednesday, June 27, 2012, at 3:00 p.m. with 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

A quorum being present the President stated that the next order of business is to consider the following items.

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

Jun-27-2012-479

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized to execute the contract with Diagnostica Stago, Inc. (Contract available in the Minute Clerk's office)

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

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized to execute the following agreement between Jefferson County, Alabama and Donald H. Marks, M.D. to provide physician services for the period January 1, 2012 - December 31, 2012 in the amount of \$199,517.04.

Resolution authorizing execution of a Permit Agreement with ALDOT for installation of a sanitary sewer in U. S. Highway 31 right-of-way in the City of Hoover and an agreement with McDonald's Corporation regarding said sanitary sewer at no cost to the County was carried over.

Thereupon the reconvened Commission Meeting was recessed.

The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 9:00 a.m., Tuesday, July 17, 2012.

President

ATTEST:

Minute Clerk