

STATE OF ALABAMA)

JEFFERSON COUNTY) July 20, 2010

The Commission met in regular session at the Bessemer Courthouse, Bettye Fine Collins, President, presiding and the following members present:

District 1 George F. Bowman

District 2 Shelia Smoot

District 3 Bobby Humphries

District 4 Bettye Fine Collins

District 5 Jim Carns

Motion was made by Commissioner Smoot seconded by Commissioner Bowman that the Minutes of July 6, 2010, be approved. Voting "Aye" Smoot, Bowman, Carns, Collins and Humphries.

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STAFF DEVELOPMENT

Individual Staff Development

Allen Kniphfer	EMA	Emmitsburg, Maryland E29: Application of Hazus Multi-Hazard Risk Assessment August 1-5, 2010	\$519.95
Gay Nell White	EMA	Emmitsburg, Maryland R335: Administration for Public Assistance for Community Recovery August 7-14, 2010	\$353.60
Charles Bell	Revenue	Bentonville, Arkansas - Wichita Kansas - Plymouth, New Mexico & Minneapolis, Minnesota Audit Value Place Bessemer, LLC; IO Metro LLC, Christopher Banks & Target Corp. August 7-28, 2010	\$4,562.49
Edgar Woodis	Revenue	Chicago, Illinois & Duluth, Minnesota Audit Lillibridges Healthcare Services, Maurice's Inc. & Target Corp. August 7-28, 2010	\$4,406.50
Bruce Thompson	Revenue	Appleton & Sturtevant, Wisconsin & Minneapolis Minnesota Audit Horizon Retail Construction Co., School Supply Specialty & Target Corp.	\$4,406.50

Motion was made by Commissioner Smoot seconded by Commissioner Humphries that the Staff Development be approved. Voting "Aye" Smoot, Humphries, Bowman, Carns and Collins.

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

RECOMMENDED THAT THE ENCUMBRANCE JOURNAL BE APPROVED (THIS REGISTER IS ON FILE IN THE PURCHASING DEPARTMENT)

JULY 13, 2010

1. JEFFERSON COUNTY FAMILY COURT ADMINISTRATION SERVICES FROM BEN ATKINSON MOTORS INCORPORATED, TALLASSEE, AL, TO PURCHASE ONE (1) EACH DODGE CHARGER SEDAN.  
SAP PURCHASE ORDER # 2000044922 \$17,402.00 TOTAL STATE OF ALABAMA CONTRACT # T-191
2. ENVIRONMENTAL SERVICES TV INSPECTION DEPARTMENT FROM P & H SUPPLY COMPANY, BIRMINGHAM, AL, TO PURCHASE A HIGH PRESSURE HOSE FOR THE SEWER JETTER TRUCK. SAP PURCHASE ORDER # 2000044711  
\$5,725.00 TOTAL

3. BULK STORES WAREHOUSE FROM AMERICAN OSMENT CHEMICALS, BIRMINGHAM, AL, CONTRACT RENEWAL FOR THE RESTOCKING OF CAN LINERS FOR THE PERIOD OF 11/01/2010 TO 10/31/2011.  
SAP PURCHASE ORDER # 7000004593 EST. \$20,866.56 TOTAL REFERENCE BID # 278-08
  4. ROADS AND TRANSPORTATION TRAFFIC SIGN SHOP KETONA FROM 3M COMPANY, IRVINE, CA, TO PURCHASE WHITE/ ONE WAY REFLECTIVE CLASS AH TYPE 1 MARKERS. SAP PURCHASE ORDER # 2000044815  
\$11,250.00 TOTAL STATE OF ALABAMA CONTRACT # T-155
  5. ROADS AND TRANSPORTATION HIGHWAY MAINTENANCE KETONA FROM SUNSHINE SUPPLIES INCORPORATED, WATSON, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR EROSION CONTROL.  
SAP PURCHASE ORDER # 2000035681 \$1,100.00 TOTAL REFERENCE BID # 69-09
  6. ENVIRONMENTAL SERVICES VILLAGE CREEK LINE MAINTENANCE FROM SOUTHLAND INTERNATIONAL TRUCKS, BIRMINGHAM, AL, TO PURCHASE ONE (1) EACH INTERNATIONAL TRUCK MODEL MA035.  
SAP PURCHASE ORDER # 2000044939 \$78,165.72 TOTAL STATE OF ALABAMA CONTRACT # T-193
  7. COOPER GREEN MERCY HOSPITAL ADMINISTRATION/GENERAL SERVICES FROM KONE INCORPORATED, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR PAYMENT OF 2009 2010 INVOICES. SAP PURCHASE ORDER # 2000036887 \$23,874.34 TOTAL REFERENCE BID # 330-07
  8. ENVIRONMENTAL SERVICES VILLAGE LINE MAINTENANCE FROM WORKTRUX LLC, BIRMINGHAM, AL, FOR FLATBED TRUCK BODY. SAP PURCHASE ORDER # 2000044967 \$17,831.00 TOTAL  
STATE OF ALABAMA CONTRACT # T-195
  9. COOPER GREEN MERCY HOSPITAL (LAB) FROM CARDINAL HEALTH, STONE MOUNTAIN, GA, CHANGE ORDER TO ADD FUNDS TO PAY FOR PAST DUE INVOICES. SAP PURCHASE ORDER # 2000036308 \$500.00 TOTAL  
REFERENCE BID # 190-08
  10. COOPER GREEN MERCY HOSPITAL ADMINISTRATION/GENERAL LAB FROM CARDINAL HEALTH, STONE MOUNTAIN, GA, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PAY PAST DUE INVOICES.  
SAP PURCHASE ORDER # 2000036226 \$2,000.00 TOTAL REFERENCE BID # 215-09
- JULY 20, 2010
1. COOPER GREEN MERCY HOSPITAL (RADIOLOGY) FROM ADVANCED IMAGING, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR MRI SERVICES THROUGH 9/30/10.  
SAP PURCHASE ORDER # 2000040943 \$36,000.00 TOTAL REFERENCE BID # 194-07
  2. COOPER GREEN MERCY HOSPITAL (RESPIRATORY) FROM OLYMPUS AMERICA, DALLAS, TX, TO PURCHASE BRONCHOSCOPE # BFQ 180. SAP PURCHASE ORDER # 2000040943 \$23,417.91 TOTAL  
REFERENCE AMERINET CONTRACT # VQ08800
  3. ENVIRONMENTAL SERVICES VALLEY CREEK WWTP FROM RIVERSIDE DRIVES INCORPORATED, CLEVELAND, OH, FOR REPLACEMENT COMPONENTS FOR VARIABLE FREQUENCY DRIVE. SAP PURCHASE ORDER # 2000045003  
\$14,410.50 TOTAL
  4. ROADS AND TRANSPORTATION BESSEMER HIGHWAY MAINTENANCE FROM ERGON INCORPORATED, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR EMULSIFIED ASPHALT ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/1/09 TO 9/30/10. SAP PURCHASE ORDER # 2000036250  
\$20,000.00 TOTAL REFERENCE BID # 277-07
  5. ROADS AND TRANSPORTATION TRAFFIC SIGNAL SHOP KETONA FROM TEMPLE INCORPORATED, DECATUR, AL, TO PURCHASE LOOP DETECTORS FOR TRAFFIC SIGNALING AND OPERATION.  
SAP PURCHASE ORDER # 2000045007 \$8,900.00 TOTAL
  6. ENVIRONMENTAL SERVICES ADMINISTRATION LINE MAINTENANCE FROM BIRMINGHAM WATER WORKS BOARD, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR WATER FROM HYDRANT FOR CREW TRUCKS. SAP PURCHASE ORDER # 2000035416 \$1,500.00 TOTAL
  7. ROADS AND TRANSPORTATION FROM SUNSHINE SUPPLIES INCORPORATED, WATSON, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR EROSION CONTROL. SAP PURCHASE ORDER # 2000035681  
\$3,060.00 TOTAL REFERENCE BID # 33-10
  8. ENVIRONMENTAL SERVICES ELECTRICAL SHOP FROM JIM HOUSE AND ASSOCIATES, BIRMINGHAM, AL, TO REPAIR ONE (1) FLYGT MODEL PUMP. SAP PURCHASE ORDER # 2000045129 \$18,685.00 TOTAL  
REFERENCE BID # 167-10
  9. SHERIFF'S DEPARTMENT BIRMINGHAM DIVISION FROM MCCAIN UNIFORMS, BIRMINGHAM, AL, RECOMMENDATION TO AWARD BID FOR SPIDER VESTS AND ACCESSORIES.  
REFERENCE BID #147-10 \$98,200.00 TOTAL

10. ENVIRONMENTAL SERVICES VILLAGE CREEK WWTP FROM MCCAIN ENGINEERING, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR RETUBING TWO (2) BOILERS.

SAP PURCHASE ORDER # 2000044508 \$2,858.00 TOTAL REFERENCE BID # 155-10

Motion was made by Commissioner Bowman seconded by Commissioner Carns that the Purchasing Minutes be approved. Voting "Aye" Bowman, Carns, Collins, Humphries and Smoot.

JEFFERSON COUNTY COMMISSION  
Finance Department  
Unusual Demands  
7/20/2010

Profit Center	Vendor #	Name	Text	Business Area	Amount	Doc No
DISTRICT 1	1024585	DEBORAH J MOORE	RESIDENT REFUND	CO HOME: BUSINESS OFFICE	862.45	1900040553
DISTRICT 1	1025963	RUTH MCCLENDON	RESIDENT REFUND	CO HOME: BUSINESS OFFICE	24.10	1900040552
DISTRICT 1	1025964	DONALD LAYTON	RESIDENT REFUND	CO HOME: BUSINESS OFFICE	1,129.67	1900040551
*DISTRICT 1					2,016.22	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	KEITH: ELECT SCREWDRIVER, FIBRE CABLES	INFO TECH: NETWORK SUPPORT	211.17	1900040566
DISTRICT 2	1000193	JEFFERSON CO TREASURER	LOCAL MILEAGE REIMBURSEMENT	LAND DEVELOPMENT	13.77	1900040565
DISTRICT 2	1000193	JEFFERSON CO TREASURER	LOCAL MILEAGE REIMBURSEMENT	LAND DEVELOPMENT	30.38	1900040627
*DISTRICT 2					255.32	
DISTRICT 3	1000193	JEFFERSON CO TREASURER	THERMOMETER DIAL; INK CARTRIDGE	R&T: HIGHWAY ENG & CONSTR	172.06	1900040046
DISTRICT 3	1000193	JEFFERSON CO TREASURER	TRAILER REPAIRS, RADIO REPAIRS	EMERGENCY MANAGEMENT AGENCY	455.00	1900040631
DISTRICT 3	1000193	JEFFERSON CO TREASURER	DOOR PULLS; PIPES; MAILBOX	R&T: HIGHWAY MAINT-BESSEMER	135.08	1900040649
DISTRICT 3	1000193	JEFFERSON CO TREASURER	HERBICIDE RENEWAL; FENCE PARTS; PAVERS	R&T: BRIDGE MAINT/CONSTR	167.21	1900040656
DISTRICT 3	1000193	JEFFERSON CO TREASURER	ARBORIST RECERTIFICATION FEE; MISC SUPPLIES	R&T: HIGHWAY MAINT-KETONA	312.72	1900040691
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REIMBURSE NOTARY SUPPLIES	R&T: RIGHT OF WAY	39.95	1900040708
DISTRICT 3	1000193	JEFFERSON CO TREASURER	POSTAGE STAMPS; GRILLE FOR GENERATOR	R&T: HIGHWAY MAINT-KETONA	72.36	1900040908
DISTRICT 3	1000193	JEFFERSON CO TREASURER	CHAIN SAW PARTS; FENCE PARTS	R&T: BRIDGE MAINT/CONSTR	176.28	1900040907
DISTRICT 3	1000193	JEFFERSON CO TREASURER	RADIO REPAIRS	EMA	70.00	1900040902
DISTRICT 3	1001678	DAUN KING TRAVEL	REIMB DK-AAEM/GULF STATES HURR CONF	EMA	54.72	1900040521
DISTRICT 3	1025164	GERALD& JUDY CURRY	TR 42.003T G AND J CURY MOVE COST MORGAN R	R&T: ADMINISTRATION	2,000.00	1900040523
DISTRICT 3	1025958	DANIEL C LEDBETTER	TR 66.0010 D. LEDBETTER MOVING COST MORGAN R	R&T: ADMINISTRATION	5,891.20	1900040173
*DISTRICT 3					9,546.58	
DISTRICT 4	1000193	JEFFERSON CO TREASURER	CORONER OFFICE SPECIALTY LIGHT BULBS	CORONER/MEDICAL EXAMINER	41.88	1900040564
DISTRICT 4	1000193	JEFFERSON CO TREASURER	STAMPS	GEN SVCS: ADMINISTRATION	157.64	1900040895
DISTRICT 4	1000193	JEFFERSON CO TREASURER	CGHM- PETTY CASH	CGH: CHAPLAIN	796.80	1900040522
DISTRICT 4	1000193	JEFFERSON CO TREASURER	PAY SECRETARY OF STATE FOR GEORGE BOWMAN-POB	HUMAN RESOURCES ADMN	5.00	1900040707
DISTRICT 4	1000193	JEFFERSON CO TREASURER	PARKING; TRAINING; TRAVEL; PRINTER INK; LABELS	FC ADMIN SERVICES	559.80	1900040672
DISTRICT 4	1000193	JEFFERSON CO TREASURER	AIRPORT PARKING	FC ADMIN SERVICES	52.55	1900040686
DISTRICT 4	1000193	JEFFERSON CO TREASURER	POSTAGE	GEN SVCS: ADMINISTRATION	7.94	1900040694
DISTRICT 4	1000193	JEFFERSON CO TREASURER	POSTAGE	GEN SVCS: ADMINISTRATION	140.00	1900040793
DISTRICT 4	1000193	JEFFERSON CO TREASURER	BADGES	GEN SVCS: ADMINISTRATION	60.00	1900040716
DISTRICT 4	1001355	TRAVIS HULSEY	REIMB. POSTAGE-GARDENDALE (12/21/09)	REVENUE	9.41	1900040591
DISTRICT 4	1001355	TRAVIS HULSEY	REIMB. POSTAGE-BIRMINGHAM(TITLE APP)	REVENUE	58.82	1900040589
DISTRICT 4	1003510	EDGAR RAY WOODIS JR	RET. TRAVEL AUDIT-E. WOODIS-6/6-6/11 25.92	REVENUE	25.92	1900040168
DISTRICT 4	1023945	SCOTT SMITH	REIMB. MILEAGE-S. SMITH -5/6-5/14	REVENUE	80.19	1900040586
DISTRICT 4	1024029	PAMELA J BILLUPS	RET. TRAVEL-CGAT CONF. 6/24-P. BILLUPS	REVENUE	6.24	1900040892
*DISTRICT 4					2,002.19	
DISTRICT 5	1000193	JEFFERSON CO TREASURER	HOSE	ES: CONSTRUCT SEWER LINE	28.55	1900040543
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BATTERY	ES: CONSTRUCT SEWER LINE	67.54	1900040524
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SOAP DISHES; CARGO NET; LOCK PINS	ES: SHADES LINE MAINTENANCE	171.79	1900040104
DISTRICT 5	1000193	JEFFERSON CO TREASURER	4" DI SLEEVES	ES: CONSTRUCT SEWER LINE	65.52	1900040518
DISTRICT 5	1000193	JEFFERSON CO TREASURER	NOTARY SEAL; STAMP; POSTAGE; PLUGS	ES: ADMIN LINE MAINTENANCE	161.77	1900040102
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BELTS,BATTERIES , SPARK PLUGS	ES: TURKEY CREEK WWTP	161.40	1900040435
DISTRICT 5	1000193	JEFFERSON CO TREASURER	WATER;BOOTS;GASKETS;ANGLE;	ES: FIVE MILE CREEK WWTP	346.36	1900040548
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PARTS	ES: PACKAGE WWTP & PUMP STATIO	193.80	1900040544
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PAINT SUPPLIES;GREASE GUN;FUNNEL;	ES: FIVE MILE CREEK WWTP	455.82	1900040546
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PURCHASED TRIMMER CORD FOR WEED TRIMMERS	ES: LEEDS WWTP	34.94	1900040582
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PURCHASED SAW BLADE AND BOLTS FOR REPAIRS	ES: LEEDS WWTP	5.99	1900040583
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SHREDDER;CLAMPS;ANCHOR;TIRE KIT;GAGE;BITS	ES: FIVE MILE MAINTENANCE SHOP	295.12	1900040545
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PORT SWITCH	ES: INSTRUMENT SHOP	26.43	1900040689
DISTRICT 5	1000193	JEFFERSON CO TREASURER	KEYS; RUBBER STRAPS; GATORADE; PIPE	ES: VALLEY CREEK WWTP	369.86	1900040625
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SHIPPING	ES: VILLAGE ELECTRICAL SHOP	11.08	1900040688
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SHIPPING CHARGES	ES: TURKEY CREEK WWTP	16.41	1900040690
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PARKING FEE	ES: BARTON LAB	14.00	1900040692
DISTRICT 5	1000193	JEFFERSON CO TREASURER	POSTAGE	ES: SANITATION ADMINISTRATION	15.59	1900040693
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PARTS AND SUPPLIES	ES: PACKAGE WWTP & PUMP STATI	255.87	1900040629
DISTRICT 5	1000193	JEFFERSON CO TREASURER	ELECTRIC SHOP ELECTRICAL SUPPLIES	ES: VILLAGE ELECTRICAL SHOP	370.69	1900040630
DISTRICT 5	1000193	JEFFERSON CO TREASURER	COMPUTER INTERFACE TRAINING FACILITY @ SHADES	ES: INSTRUMENT SHOP	30.94	1900040906
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PRUNING SHEARS (FELCO)	ES: TURKEY CREEK WWTP	94.98	1900040885
DISTRICT 5	1000193	JEFFERSON CO TREASURER	GATORADE; ROPE; ADAPTERS; JUMP DRIVES	ES: CAHABA RIVER WWTP	207.63	1900040900
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CAPACITORSS	ES: PACKAGE WWTP & PUMP STATI	178.64	1900040886
DISTRICT 5	1000193	JEFFERSON CO TREASURER	COMPUTER EQUIPMENT	ES: CONSTRUCT SEWER LINE	99.99	1900040884
*DISTRICT 5			3,680.71			
JOINT RESPON	1000009	CITY OF ADAMSVILLE	FY09 BUSINESS PRIV. TAX	NON-DEPT EXPENDITURES	3,714.02	1900036018
JOINT RESPON	1000086	CITY OF BESSEMER	FY09 BUSINESS PRIV. TAX-BESS CITY	NON-DEPT EXPENDITURES	140,379.60	1900036022
JOINT RESPON	1000097	BHAM BOARD OF EDUCATION	FY09 BUSINESS PRIV. TAX-BHAM BOE	NON-DEPT EXPENDITURES	701,294.39	1900036024
JOINT RESPON	1000097	BHAM BOARD OF EDUCATION	FY09 BUSINESS PRIV. TAX-BHAM BOE	NON-DEPT EXPENDITURES	448,984.49	1900036025
JOINT RESPON	1000097	BHAM BOARD OF EDUCATION	FY09 BUSINESS PRIV. TAX-BHAM BOE	NON-DEPT EXPENDITURES	586,469.82	1900036023
JOINT RESPON	1000124	TOWN OF BROOKSIDE	FY09 BUSINESS PRIV. TAX-BROOKSIDE	NON-DEPT EXPENDITURES	77.88	1900036028
JOINT RESPON	1000127	CITY OF BRIGHTON	FY09 BUSINESS PRIV. TAX-BRIGHTON	NON-DEPT EXPENDITURES	127.38	1900036027
JOINT RESPON	1000193	JEFFERSON CO TREASURER	MILEAGE REIMBURSEMENT	PER BD: TRAINING	90.35	1900040542
JOINT RESPON	1000193	JEFFERSON CO TREASURER	COMMUNICATION EQUIPMENT & BONDS	SHERIFF ENFORCE-BIRMINGHAM	93.99	1900040539
JOINT RESPON	1000193	JEFFERSON CO TREASURER	GATORADE; HAND WASH	SHER CORRECT-BIRMINGHAM	248.65	1900040107
JOINT RESPON	1000193	JEFFERSON CO TREASURER	PENCIL SHARPENER	TAX COLLECTOR-BIRMINGHAM	56.23	1900040556
JOINT RESPON	1000193	JEFFERSON CO TREASURER	PENS; PENCILS	TAX COLLECTOR-BIRMINGHAM	79.42	1900040559
JOINT RESPON	1000193	JEFFERSON CO TREASURER	OFFICE SUPPLIES	TAX COLLECTOR-BIRMINGHAM	78.59	1900040562
JOINT RESPON	1000193	JEFFERSON CO TREASURER	PORTFOLIO	TAX COLLECTOR-BIRMINGHAM	99.92	1900040554
JOINT RESPON	1000193	JEFFERSON CO TREASURER	PORTFOLIO	TAX COLLECTOR-BIRMINGHAM	49.96	1900040557
JOINT RESPON	1000193	JEFFERSON CO TREASURER	PENS; PENCILS	TAX COLLECTOR-BIRMINGHAM	65.68	1900040560
JOINT RESPON	1000193	JEFFERSON CO TREASURER	PENS; PENCILS	TAX COLLECTOR-BIRMINGHAM	99.27	1900040549
JOINT RESPON	1000193	JEFFERSON CO TREASURER	FOOTREST; PAD; WRIST PAD	TAX COLLECTOR-BIRMINGHAM	99.76	1900040555
JOINT RESPON	1000193	JEFFERSON CO TREASURER	PENS; PENCILS	TAX COLLECTOR-BIRMINGHAM	65.97	1900040558
JOINT RESPON	1000193	JEFFERSON CO TREASURER	PENS; PENCILS	TAX COLLECTOR-BIRMINGHAM	78.59	1900040561
JOINT RESPON	1000193	JEFFERSON CO TREASURER	CERTIFICATE OF GOOD STANDING US DIST CT	COUNTY ATTORNEY	15.00	1900040834
JOINT RESPON	1000194	GENERAL RETIREMENT SYS	LEMUEL P. HILL-MILITARY CONVERSION	SHER CORRECT-BIRMINGHAM	117.88	1900040585
JOINT RESPON	1000214	CITY OF FAIRFIELD	FY09 BUSINESS PRIV. TAX-FAIRFIELD CITY	NON-DEPT EXPENDITURES	44,792.28	1900036031
JOINT RESPON	1000253	CITY OF GRAYSVILLE	FY09 BUSINESS PRIV. TAX-GRAYSVILLE	NON-DEPT EXPENDITURES	980.13	1900036032
JOINT RESPON	1000276	CITY OF HOMEWOOD	FY09 BUSINESS PRIV. TAX-HOMEWOOD CITY	NON-DEPT EXPENDITURES	144,165.84	1900036036
JOINT RESPON	1000277	CITY OF HOOVER- FINE DEPT	FY09 BUSINESS PRIV. TAX-HOOVER CITY	NON-DEPT EXPENDITURES	160,197.34	1900036039
JOINT RESPON	1000279	HOOVER CITY BD OF ED	FY09 BUSINESS PRIV. TAX-HOOVER BOE	NON-DEPT EXPENDITURES	80,395.78	1900036037
JOINT RESPON	1000279	HOOVER CITY BD OF ED	FY09 BUSINESS PRIV. TAX-HOOVER BOE	NON-DEPT EXPENDITURES	98,619.01	1900036038
JOINT RESPON	1000283	CITY OF HUEYTOWN	FY09 BUSINESS PRIV. TAX-HUEYTOWN	NON-DEPT EXPENDITURES	7,805.82	1900036040
JOINT RESPON	1000303	CITY OF IRONDALE	FY09 BUSINESS PRIV. TAX-IRONDALE	NON-DEPT EXPENDITURES	16,060.40	1900036041

JOINT RESPON 1000312	JEFF CO BD OF EDUCATION	FY09 BUSINESS PRIV. TAX-JEFFCO BOE	NON-DEPT EXPENDITURES	944,865.19	1900036042
JOINT RESPON 1000330	TOWN OF KIMBERLY	FY09 BUSINESS PRIV. TAX-KIMBERLY	NON-DEPT EXPENDITURES	278.66	1900036101
JOINT RESPON 1000340	CITY OF LEEDS	FY09 BUSINESS PRIV. TAX-LEEDS	NON-DEPT EXPENDITURES	5,384.13	1900036102
JOINT RESPON 1000377	CITY OF MIDFIELD	FY09 BUSINESS PRIV. TAX-MIDFIELD CITY	NON-DEPT EXPENDITURES	14,126.67	1900036104
JOINT RESPON 1000385	CITY OF MOUNTAIN BROOK	FY09 BUSINESS PRIV. TAX-MTN BROOK CITY	NON-DEPT EXPENDITURES	106,592.48	1900036107
JOINT RESPON 1000388	TOWN OF MORRIS	FY09 BUSINESS PRIV. TAX-MORRIS	NON-DEPT EXPENDITURES	384.14	1900036105
JOINT RESPON 1000393	CITY OF MULGA	FY09 BUSINESS PRIV. TAX-MULGA	NON-DEPT EXPENDITURES	27.63	1900036110
JOINT RESPON 1000444	CITY OF PLEASANT GROVE	FY09 BUSINESS PRIV. TAX-PLEASANT GROVE	NON-DEPT EXPENDITURES	1,387.91	1900036111
JOINT RESPON 1000509	TOWN OF SYLVAN SPRINGS	FY09 BUSINESS PRIV. TAX-SYLVAN SPRGS	NON-DEPT EXPENDITURES	21.60	1900036112
JOINT RESPON 1000512	CITY OF TARRANT	FY09 BUSINESS PRIV. TAX-TARRANT CITY	NON-DEPT EXPENDITURES	33,346.15	1900036114
JOINT RESPON 1000527	CITY OF TRUSSVILLE	FY09 BUSINESS PRIV. TAX-TRUSSVILLE	NON-DEPT EXPENDITURES	4,253.73	1900036115
JOINT RESPON 1000548	CITY OF VESTAVIA HILLS	FY09 BUSINESS PRIV. TAX-VESTAVIA CITY	NON-DEPT EXPENDITURES	108,172.08	1900036116
JOINT RESPON 1000554	CITY OF WARRIOR	FY09 BUSINESS PRIV. TAX-WARRIOR	NON-DEPT EXPENDITURES	1,432.70	1900036118
JOINT RESPON 1000647	BESSEMER BD OF EDUCATION	FY09 BUSINESS PRIV. TAX-BESS BOE	NON-DEPT EXPENDITURES	28,785.95	1900036019
JOINT RESPON 1000647	BESSEMER BD OF EDUCATION	FY09 BUSINESS PRIV. TAX-BESS BOE	NON-DEPT EXPENDITURES	52,378.52	1900036021
JOINT RESPON 1000663	TARRANT CITY BOARD OF	FY09 BUSINESS PRIV. TAX-TARRANT BOE	NON-DEPT EXPENDITURES	36,522.87	1900036113
JOINT RESPON 1000667	HOMEWOOD BD OF EDUCA	FY09 BUSINESS PRIV. TAX-HOMEWOOD BOE	NON-DEPT EXPENDITURES	35,596.48	1900036033
JOINT RESPON 1000667	HOMEWOOD BD OF EDUCA	FY09 BUSINESS PRIV. TAX-HOMEWOOD BOE	NON-DEPT EXPENDITURES	37,400.56	1900036035
JOINT RESPON 1000667	HOMEWOOD BD OF EDUCA	FY09 BUSINESS PRIV. TAX-HOMEWOOD BOE	NON-DEPT EXPENDITURES	59,646.80	1900036034
JOINT RESPON 1000900	MT OLIVE FIRE &	FY09 BUSINESS PRIV. TAX-MT. OLIVE FIRE DISTRICT	NON-DEPT EXPENDITURES	2,423.58	1900036108
JOINT RESPON 1001825	CHARLES R WINSTON JR	POSTING "NOTICE OF SALE"	TAX COLLECTOR-BIRMINGHAM	8,610.00	1900040653
JOINT RESPON 1001831	MIDFIELD BD OF EDUCATION	FY09 BUSINESS PRIV. TAX-MIDFIELD BOE	NON-DEPT EXPENDITURES	25,234.91	1900036103
JOINT RESPON 1001982	VESTAVIA BD OF EDUCATION	FY09 BUSINESS PRIV. TAX-VESTAVIA BOE	NON-DEPT EXPENDITURES	80,755.78	1900036117
JOINT RESPON 1002037	MOUNTAIN BROOK BD OF	FY09 BUSINESS PRIV. TAX-MTN BROOK BOE	NON-DEPT EXPENDITURES	140,613.66	1900036106
JOINT RESPON 1002719	FAIRFIELD BD OF EDUCATION	FY09 BUSINESS PRIV. TAX-FAIRFIELD BOE	NON-DEPT EXPENDITURES	6,479.54	1900036029
JOINT RESPON 1002719	FAIRFIELD BD OF EDUCATION	FY09 BUSINESS PRIV. TAX-FAIRFIELD BOE	NON-DEPT EXPENDITURES	25,061.83	1900036030
JOINT RESPON 1007046	CITY OF BIRMINGHAM	FY09 BUSINESS PRIV. TAX-BHAM CITY	NON-DEPT EXPENDITURES	2,736,658.97	1900036026
*JOINT RESPON				6,931,845.96	
**				6,949,346.98	

Motion was made by Commissioner Bowman seconded by Commissioner Smoot that the Unusual Demands be approved. Voting "Aye" Bowman, Smoot, Carns, Collins and Humphryes.

#### REQUEST FOR CERTIFICATION

Board of Equalization - Birmingham

Property Appraiser - 3 positions

Board of Equalization - Birmingham

Senior Property Appraiser

General Services - General Administration

Sr. Security Officer

Cooper Green Mercy Hospital - Nursing Administration

Medical Clerk

Cooper Green Mercy Hospital - Medical/Surgical

Staff Registered Nurse - 4 positions

Cooper Green Mercy Hospital - 7East

Staff Nurse

Cooper Green Mercy Hospital - CCU 7South

Staff Registered Nurse

Cooper Green Mercy Hospital - Geri Psych

Flexipool LPN - 2 positions

Cooper Green Mercy Hospital - Ambulatory Clinic

Flexipool Staff Nurse

Cooper Green Mercy Hospital - St. George's Clinic

Patient Care Technician

Cooper Green Mercy Hospital - Nuclear Medicine

Special Imaging Technician

Cooper Green Mercy Hospital - Housekeeping

Housekeeping Assistant - 2 positions

Cooper Green Mercy Hospital - Eligibility

Medical Clerk

Tax Assessor - Bessemer

Administrative Assistant I

Administrative Assistant IV

Motion was made by Commissioner Humphryes seconded by Commissioner Carns, that the Request for Certification be approved.

Voting "Aye" Humphryes, Carns, Bowman, Collins and Smoot.

Communication was read from Budget & Management recommending the following:

**A. POSITION CHANGES AND/OR REQUIRING NEW APPROPRIATION**

1. Cooper Green Mercy Hospital    \$261,640

Shift funds from regular salaries to cover contract nursing staff invoices. No Additional Funds Required.

2. Cooper Green Mercy Hospital    \$0

Delete a Special Care Unit Aid (Gr. 6) and add a Housekeeping Assistant (Gr. 5). Annual savings \$1,164. No Additional Funds Required.

3. General Services    \$24,429.51

Increase revenues and expenditures to record funds received from Alabama Wireless 911 Board for participation in the VOIP statewide network. No Additional Funds Required.

**B. OTHER BUDGET TRANSACTIONS**

4. General Services    \$5,722

Shift funds and add purchasing memorandum to purchase a replacement copier. No Additional Funds Required.

5. Roads & Transportation - Fleet Management    \$14,900

Shift funds and add purchasing memorandum to purchase eight computers @ \$1,860.60 each. No Additional Funds Required.

6. Environmental Services    \$7,174

Add purchasing memorandum to purchase two Dell Poweredge R300 servers. No Additional Funds Required.

7. Tax Assessor - Birmingham    \$2,500

Shift funds from capital to other material and supplies account. No Additional Funds Required.

**FOR INFORMATION ONLY**

- Sheriff's Office    \$145,932.60

Shift funds from operating to salary to bring back thirteen employees on administrative leave and to hire and outfit three Deputy Sheriffs (Gr. 17). No Additional Funds Required.

Motion was made by Commissioner Humphries seconded by Commissioner Carns that the Budget Amendments be approved. Voting "Aye" Humphries, Carns, Bowman, Collins and Smoot.

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Jul-20-2010-635

WHEREAS, Jefferson State Community College desires to provide occupational training to Adult participants; and

WHEREAS, the agreement is for the period July 1, 2010 through June 30, 2011.

NOW, THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNT COMMISSION that the President is authorized to execute the Workforce Investment Act Adult ITA agreement with Jefferson State Community College for Program Year 2010.

Motion was made by Commissioner Smoot seconded by Commissioner Humphries that the above resolution be adopted. Voting "Aye" Smoot, Humphries, Bowman, Carns and Collins.

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Jul-20-2010-636

WHEREAS, Jefferson State Community College desires to provide occupational training to Dislocated Worker participants; and

WHEREAS, the agreement is for the period July 1, 2010 through June 30, 2011.

NOW, THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNT COMMISSION that the President is authorized to execute the Workforce Investment Act Dislocated Worker ITA agreement with Jefferson State Community College for Program Year 2010.

Motion was made by Commissioner Smoot seconded by Commissioner Humphries that the above resolution be adopted. Voting "Aye" Smoot, Humphries, Bowman, Carns and Collins.

Jul-20-2010-637

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

WHEREAS, Jefferson County authorized in its year 2009 Annual Plan the use of a portion of its annual grant for Housing Rehabilitation Activities pursuant to 24 CFR 570 of the CDBG regulations; and

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

WHEREAS, Advance Plumbing Company, Inc. was selected through the competitive bid process to provide space heaters, water heaters and miscellaneous plumbing repairs in support of Jefferson County's Emergency Home Repair Programs.

NOW, THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Agreement between Jefferson County and Advance Plumbing Company, Inc. in the amount of \$75,000.00, to be paid for with CDBG funds, is hereby approved and the Commission President is authorized to sign said Agreement.

Motion was made by Commissioner Smoot seconded by Commissioner Humphries that the above resolution be adopted. Voting "Aye" Smoot, Humphries, Bowman, Carns and Collins.

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Jul-20-2010-638

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

WHEREAS, the Office of Community & Economic Development received proposals from interested agencies as part of the procurement process and now wishes to enter an agreement with AIDS Alabama for Financial Assistance, Housing Relocation & Stabilization Services and Administration under Homelessness Prevention and Rapid Re-Housing; and

WHEREAS, all funds paid to AIDS Alabama under the terms of the agreement shall be on a first come, first reimbursement basis between all HPRP providers for eligible expenditures that do not exceed the Jefferson County HPRP budget.

NOW, THEREFORE BE IT RESOLVED BY THE JEFFERSON 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 Sub-recipient agreement with AIDS Alabama.

Bettye Fine Collins, President

Motion was made by Commissioner Smoot seconded by Commissioner Humphries that the above resolution be adopted. Voting "Aye" Smoot, Humphries, Bowman, Carns and Collins.

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Jul-20-2010-639

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

WHEREAS, the Office of Community & Economic Development received proposals from interested agencies as part of the procurement process and now wishes to enter an agreement with Bridge Ministries, Inc. for Financial Assistance, Housing Relocation & Stabilization Services and Administration under Homelessness Prevention and Rapid Re-Housing; and

WHEREAS, all funds paid to Bridge Ministries, Inc. under the terms of the agreement shall be on a first come, first reimbursement basis between all HPRP providers for eligible expenditures that do not exceed the Jefferson County HPRP budget.

NOW, THEREFORE BE IT RESOLVED BY THE JEFFERSON 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 Sub-recipient agreement with Bridge Ministries, Inc.

Bettye Fine Collins, President

Motion was made by Commissioner Smoot seconded by Commissioner Humphries that the above resolution be adopted. Voting “Aye” Smoot, Humphries, Bowman, Carns and Collins.

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Jul-20-2010-640

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

WHEREAS, the Office of Community & Economic Development received proposals from interested agencies as part of the procurement process and now wishes to enter an agreement with The Dannon Project for Financial Assistance, Housing Relocation & Stabilization Services and Administration under Homelessness Prevention and Rapid Re-Housing; and

WHEREAS, all funds paid to The Dannon Project under the terms of the agreement shall be on a first come, first reimbursement basis between all HPRP providers for eligible expenditures that do not exceed the Jefferson County HPRP budget.

NOW, THEREFORE BE IT RESOLVED BY THE JEFFERSON 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 Sub-recipient agreement with The Dannon Project.

Bettye Fine Collins, President

Motion was made by Commissioner Smoot seconded by Commissioner Humphries that the above resolution be adopted. Voting “Aye” Smoot, Humphries, Bowman, Carns and Collins.

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Jul-20-2010-641

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

WHEREAS, the Office of Community & Economic Development received proposals from interested agencies as part of the procurement process and now wishes to enter an agreement with First Light for Financial Assistance, Housing Relocation & Stabilization Services and Administration under Homelessness Prevention and Rapid Re-Housing; and

WHEREAS, all funds paid to First Light under the terms of the agreement shall be on a first come, first reimbursement basis between all HPRP providers for eligible expenditures that do not exceed the Jefferson County HPRP budget.

NOW, THEREFORE BE IT RESOLVED BY THE JEFFERSON 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 Sub-recipient agreement with First Light.

Bettye Fine Collins, President

Motion was made by Commissioner Smoot seconded by Commissioner Humphries that the above resolution be adopted. Voting “Aye” Smoot, Humphries, Bowman, Carns and Collins.

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Jul-20-2010-642

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

WHEREAS, the Office of Community & Economic Development received proposals from interested agencies as part of the

procurement process and now wishes to enter an agreement with Neighborhood Housing Services of Birmingham for Financial Assistance, Housing Relocation & Stabilization Services and Administration under Homelessness Prevention and Rapid Re-Housing; and

WHEREAS, all funds paid to Neighborhood Housing Services of Birmingham under the terms of the agreement shall be on a first come, first reimbursement basis between all HPRP providers for eligible expenditures that do not exceed the Jefferson County HPRP budget.

NOW, THEREFORE BE IT RESOLVED BY THE JEFFERSON 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 Sub-recipient agreement with Neighborhood Housing Services of Birmingham.

Bettye Fine Collins, President

Motion was made by Commissioner Smoot seconded by Commissioner Humphries that the above resolution be adopted. Voting "Aye" Smoot, Humphries, Bowman, Carns and Collins.

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Jul-20-2010-643

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

WHEREAS, the Office of Community & Economic Development received proposals from interested agencies as part of the procurement process and now wishes to enter an agreement with Pathways for Financial Assistance, Housing Relocation & Stabilization Services and Administration under Homelessness Prevention and Rapid Re-Housing; and

WHEREAS, all funds paid to Pathways under the terms of the agreement shall be on a first come, first reimbursement basis between all HPRP providers for eligible expenditures that do not exceed the Jefferson County HPRP budget.

NOW, THEREFORE BE IT RESOLVED BY THE JEFFERSON 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 Sub-recipient agreement with Pathways.

Bettye Fine Collins, President

Motion was made by Commissioner Smoot seconded by Commissioner Humphries that the above resolution be adopted. Voting "Aye" Smoot, Humphries, Bowman, Carns and Collins.

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Jul-20-2010-644

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

WHEREAS, the Office of Community & Economic Development received proposals from interested agencies as part of the procurement process and now wishes to enter an agreement with YWCA of Central Alabama for Financial Assistance, Housing Relocation & Stabilization Services and Administration under Homelessness Prevention and Rapid Re-Housing; and

WHEREAS, all funds paid to YWCA of Central Alabama under the terms of the agreement shall be on a first come, first reimbursement basis between all HPRP providers for eligible expenditures that do not exceed the Jefferson County HPRP budget.

NOW, THEREFORE BE IT RESOLVED BY THE JEFFERSON 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 Sub-recipient agreement with YWCA of Central Alabama.

Bettye Fine Collins, President

Motion was made by Commissioner Smoot seconded by Commissioner Humphries that the above resolution be adopted. Voting "Aye" Smoot, Humphries, Bowman, Carns and Collins.



Jul-20-2010-645

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request from Faye Williams, Housekeeping Supervisor at Cooper Green Mercy Hospital, to waive the ninety-day requirement for sick leave conversion, be and hereby is approved.

Motion was made by Commissioner Smoot seconded by Commissioner Humphries that the above resolution be adopted. Voting "Aye" Smoot, Humphries, Bowman, Carns and Collins.

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Jul-20-2010-646

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Participating Pharmacy Retail Agreement between Jefferson County, Alabama and CIGNA Healthcare Pharmacy Management to arrange, provide or administer health care pharmacy services to individuals. This is a revenue generating agreement.

Motion was made by Commissioner Smoot seconded by Commissioner Humphries that the above resolution be adopted. Voting "Aye" Smoot, Humphries, Bowman, Carns and Collins.

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Jul-20-2010-647

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Lease Agreement (on file in the Minute Clerk's office) and an Addendum to Lease Agreement between Jefferson County, Alabama and Philips Medical Capital, LLC for the lease/purchase of ultrasound equipment in the amount of \$126,347.40. This is a five year lease agreement with a \$1.00 buyout at end of lease. No additional funds required for this year's budget.

ADDENDUM TO LEASE AGREEMENT

This Addendum to Lease Agreement ("Addendum"), dated March 26, 2010 is by and between Jefferson County Commission d/b/a Cooper Green Mercy Hospital ("Lessee") and Philips Medical Capital, LLC ("Lessor"). Lessor and Lessee are parties to that certain Lease Agreement dated March 18, 2010 (the "Agreement"). Lessor and Lessee desire to supplement the terms of the Agreement. Any capitalized terms not otherwise defined herein shall have the meaning given them in the Agreement.

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound and pursuant to the terms and conditions of the Agreement, it is hereby agreed as follows:

1. The first two sentences of Section 18 have been deleted in their entirety and replaced to read as follows: "All matters or issues arising under this Agreement shall be determined and governed by the internal laws of the State of Alabama. YOU consent to and agree to the nonexclusive jurisdiction of the Courts of the State of Alabama or the Federal District Court for the Southern District of Alabama for all matters and issues arising out of or relating to this Agreement"
2. This Addendum supplements the Agreement. In the event of any conflict, inconsistency or incongruity between the provisions of this Addendum and any of the provisions of the Agreement, the provisions of this Addendum shall in all respects govern and control.

IN WITNESS WHEREOF, the parties have caused this Addendum To Lease Agreement to be executed on the date first set forth above.

Jefferson County Commission d/b/a Cooper Green Mercy Hospital  
Bettye Fine Collins, President

PHILIPS MEDICAL CAPITAL, LLC  
\_\_\_\_\_

Motion was made by Commissioner Smoot seconded by Commissioner Humphries that the above resolution be adopted. Voting "Aye" Smoot, Humphries, Bowman, Carns and Collins.

Jul-20-2010-648

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an amendment to the agreement between Jefferson County, Alabama and Carefusion Solutions, LLC to modify purchases and services to include the Geriatric Psychiatric Unit and to increase agreement amount by \$23,467 for a total of \$371,208. No additional funds required.

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and between JEFFERSON COUNTY COMMISSION d/b/a COOPER GREEN MERCY HOSPITAL, hereinafter called "the County," and CAREFUSION SOLUTIONS LLC, hereinafter called "the Contractor". The effective date of this agreement shall be June 10, 2010.

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract;

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

The contract between the parties which was approved by the Jefferson County Commission on February 23, 2010, in Minute Book 159, Page(s) 352, is hereby amended as follows:

The terms of this amendment modifies the purchase and services agreement from \$347,813.00 to \$371,208.00 which is an additional Twenty three thousand four hundred sixty seventy dollars (\$23,467.00) for the Geriatric Psychiatric Unit that was under construction during the original installation.

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

JEFFERSON COUNTY COMMISSION

Bettye Fine Collins, President

CONTRACTOR

\_\_\_\_\_  
CAREFUSION SOLUTIONS, LLC.

COOPER GREEN MERCY HOSPITAL

Sandra Hullett, MD, CEO/MEDICAL DIRECTOR

Motion was made by Commissioner Smoot seconded by Commissioner Humphries that the above resolution be adopted. Voting "Aye" Smoot, Humphries, Bowman, Carns and Collins.

\_\_\_\_\_  
Jul-20-2010-649

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Brown Mackie College - Merrillville for Cooper Green Mercy Hospital to provide clinical education for Surgical Technology students.

Motion was made by Commissioner Smoot seconded by Commissioner Humphries that the above resolution be adopted. Voting "Aye" Smoot, Humphries, Bowman, Carns and Collins.

\_\_\_\_\_  
Jul-20-2010-650

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Jefferson State Community College for Cooper Green Mercy Hospital to provide clinical education for nursing students.

Motion was made by Commissioner Smoot seconded by Commissioner Humphries that the above resolution be adopted. Voting "Aye" Smoot, Humphries, Bowman, Carns and Collins.

\_\_\_\_\_

Jul-20-2010-651

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Virginia College for Cooper Green Mercy Hospital to provide clinical education for Medical Billing and Coding/Healthcare Reimbursement Program students.

Motion was made by Commissioner Smoot seconded by Commissioner Humphryes that the above resolution be adopted. Voting "Aye" Smoot, Humphryes, Bowman, Carns and Collins.

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Jul-20-2010-652

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Hospice Advantage for Cooper Green Mercy Hospital to provide in-patient beds and related services including respite care, pain management and/or pain alleviation for person having terminal illness. This is a revenue generating agreement.

Motion was made by Commissioner Smoot seconded by Commissioner Humphryes that the above resolution be adopted. Voting "Aye" Smoot, Humphryes, Bowman, Carns and Collins.

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Jul-20-2010-653

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be and hereby is authorized to execute an Agreement between Jefferson County, Alabama and Cardinal Southeast, Inc. for a maximum contract amount of \$451,188.00. This agreement desires to contract from the recondition/rebuild of screens and presses at Cahaba River Wastewater Treatment Plant.

CONTRACT FOR

ITB 116-10 Recondition/Rebuild Screens and Presses @ Cahaba River Wastewater Treatment Plant

THIS AGREEMENT entered into by and between Jefferson County, Alabama, hereinafter called the County, and Cardinal Southeast, Inc. hereinafter called the Contractor, shall be effective

WHEREAS, the County desires to contract for the recondition/rebuild of screens and presses at the Jefferson County Cahaba River Wastewater Treatment Plant, located at 3900 Veona Daniels Road, Hoover, AL 35244, according to the proposal submitted by Cardinal Southeast, Inc. in response to ITB 116-10.

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 Invitation to Bid No. 116-10, dated April 2, 2010, for the recondition/rebuild (offsite) of three (3) Parkson screens and the recondition/rebuild (onsite) of three (3) Hycor Hypress Ram-Style Dewatering Presses at the Cahaba River Wastewater Treatment Plant.

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:

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

I. Reconditioning/Rebuilding of three (3) Parkson Aqua Guard Screens:

A. Removal, Recondition/Rebuild, Reinstallation and Transporting Parkson Screens:

1. Contractor is to remove and reinstall (after reconditioning/rebuilding) three (3) Parkson Aqua Guard Self-Cleaning Bar/Filter Screens as per installation/removal drawings, shop drawings, and manufacturers installation/removal instructions. Contractor must disconnect any electrical or mechanical equipment necessary for removal of screens according to manufacturer's instructions.

2. Screens are to be pressure washed and cleaned for shipping to factory. Contractor must provide cleaning equipment. Factory cleaning requirements must be met or contractor is responsible for any additional costs incurred by factory.

3. Contractor is responsible for providing all necessary equipment, such as cranes, forklifts or other equipment required to remove and load screens onto truck for shipping and for reinstallation of screens.

4. Contractor is responsible for providing shipping, (freight), to and from the factory as well as obtaining needed permits for shipping.

5. Unit 1 is to be shipped to factory within eight (8) weeks after receipt of purchase order. Unit 2 is to be removed after Unit 1 is re-installed, inspected, serviced and is determined to be operational. Unit 3 is to be removed after Unit 2 is re-installed, inspected, serviced and is determined to be operational. Only one screen is to be removed at any time, a second screen can be removed only after the first screen has been re-installed, serviced and inspected. Jefferson County and the manufacturer representative must determine when screen is operational to meet warranty requirements.

6. The reconditioned/rebuilt Aqua Guard screen shall be factory assembled and tested and shall be shipped to the job site fully assembled (motor/reducer may be removed and crated separately for shipment). No field assembly will be required other than mounting the motor/reducer, reinstalling the screen, and electrical and control hookup by the contractor.

B. Equipment Description

- a. Existing Units - 3
- b. Unit # AG- 1437
- c. Model: AG-S-A
- d. Screen Width 3ft 10 ½ in.
- e. Solids Discharge Height - 18 feet
- f. Screen Angle- 60 degrees
- g. Screen openings: 15 mm
- h. Elements - high impact polycarbonate
- i. Frame - 304 SS
- j. Conveyor chain - 304/410
- k. Filter Element Shafts - 304 SS
- l. Side Plate - 304 SS

C. Reconditioning/rebuilding Requirements

Reconditioning/rebuilding will consist of the following per unit. All parts listed must be replaced. All Manufacturers specifications must be met.

If, during the reconditioning/rebuilding process of the Parkson Aqua Guard Screens or Hycor Presses, it is determined that additional parts or services are needed, the Contractor must notify and obtain permission from Gary Nelson, Manager of the Cahaba River WWTP, before the work is completed.

<u>Item Description</u>	<u>Item Number</u>	<u>Quantity</u>
Screen Assembly 2A-1246	Custom	1
a) Elements	1000854	2,024
b) Snap Rings	0004896	172
c) Filter Shaft 1A-1437	Custom	9
d) Conveyor Chain	1001880	172
e) Washer	1000739	344
f) Side Plate	1000871	172

The completion date of all services under this Contract shall be 140 days from the date of the Notice to Proceed.

Brush, 6 x 3 3/8 1A-5353 Item #2	Custom	1
Brush, 3 x 3 3/8 , 1A-5353 item #3	Custom	1
Brush clips	0000001	8
Seal, Outside, 1A- 5235-08	Custom	2
Seal, Inside, 1A-5236-08	Custom	2
Rotating Brush Assy, 1A-5116-05	Custom	1
a) Key, ½ sq x 1 lg		2
b) Roll Pin, ¼ x 3 ½ lg		2
c) Set Screw ¼ x ½		2
d) Brush 2A-2042-08	1000543	1
e) Hub	1000722	2
f) Shaft 1A-3505	1003054	1
Middle Frame, AG143702, item #5 only	Custom	2
Lower Frame, 2A-1949-01/02, item #6 only	Custom	1
Rubber Seal, 1A-4848-05	Custom	1
Lower Guide Rail, 1A-5153-01	1006065	2
Sprocket Insert, 1A-5572-01	Custom	1
Drive Idler	0006253	1
Idler Sprocket	0006254	1
Driven Sprocket	0006256	1
Bushing 2 3/8 bore	20044544	1
Brush Sprocket	0006258	1
Bushing 2 dia bore	0006437	1
Flange Bearing	Custom	4
Brush Chain #50, 156 pitches	0006287	1
Drive Chain, 100 pitches	Custom	1
Chain Tightener	04-1528-15	1
Bushing 1 15/16 bore	0006073	1
Thrust Bearing	3357-083/M	2
Master Link #50 chain	Custom	1
Flange Bearing	0006079	2

Sprocket	0006080	1
Take-up Block	0008008	2
Nameplates/Labels	3027-087/D	1
	3824-002/D	1
	3824-065/D	2

II. Hycor Hypress Ram-Style Dewatering Press Onsite Reconditioning/Rebuilding of three (3) presses

A. Removal, Reconditioning/Rebuilding, and Reinstallation of Hycor Presses:

- 1) Contractor is responsible for shipment of parts to jobsite.
- 2) Reconditioning/Rebuilding of Hycor Presses is to meet manufacturer's specifications to meet warranty requirements.
- 3) Parts required are to be delivered to jobsite within eight weeks after receipt of purchase order.
- 4) Field/Onsite reconditioning/rebuilding will be within four weeks after parts are delivered to jobsite.
- 5) The order in which each press is to be reconditioned/rebuilt will be determined by Jefferson County due to the fact that the

plant must be kept in service. Jefferson County and the manufacturer representative must determine that the press is operational and meets warranty requirements and before the next press is removed from service.

B. Equipment Description:

- 1) Hypress unit is a ram style dewatering press with horizontal and vertical conveying capacity.
- 2) Press body with a flanged solids inlet chamber
- 3) Drainage slots machined into the bottom of the solids inlet chamber.
- 4) Press ram with a 10 nominal diameter.
- 5) Hydraulic cylinder with a pinned connection to the press body and a pinned connection to the ram press
- 6) Hydraulic power pack unit consisting of a hydraulic gear pump, a 2 hp (230/460/3/60) motor, oil reservoir, pressure limiting valve, reciprocating valve, pressure gauge, and oil filtration
- 7) Hydraulic hose connections between power pack and hydraulic cylinder.
- 8) Drain pan with a 3 diameter plain-end outlet pipe.
- 9) Discharge piping with a 10 nominal diameter.
- 10) Feed hopper.
- 11) Home position limit switch.
- 12) Unit mounted E-stop button.
- 13) Controls
  - a. 460/3/60 supply with motor starter and disconnect switch.
  - b. 460 volt to 120 volt step down transformer.
  - c. HOA switch and E-stop button.
  - d. 24- hour clock and duration timer.
  - e. Indicating lights.

C. Materials of Construction

- 1) Press Body: 304 stainless steel
- 2) Flanged Solids Inlet Chamber: 304 stainless steel
- 3) Press Ram: 304 stainless steel
- 4) Drain pan: 304 stainless steel
- 5) Discharge piping: Schedule 5 type 304L stainless steel
- 6) Feed Hopper: 304 stainless steel
- 7) Unit mounted E-stop button: NEMA 4X Polycarbonate enclosure
- 8) Controls: NEMA 4 painted carbon enclosure

D. Reconditioning/Rebuilding will consist of the following per unit.

<u>Item Description</u>	<u>Item No.</u>	<u>Quantity</u>
1) Power Pack Assembly with 3 HP Motor	3764-028	1

Includes: Oil level indicator, Hydraulic Hose, Directional Control Valve, Main Relief Valve and Cartridge, Hydraulic Pump, Shaft Coupling, Suction Filter, Pressure Gauge, Pressure Switch, Motor, Manifold Gasket, O-ring, Manifold, Breather Cap, Plugs, Pipe, Reservoir Top Gasket, Reservoir, Sight Gauge, Coupling, hardware, Pump, Reducer and misc. pieces.

2) Return Oil Filter	3468-013	1
3) Link Bearing (Hyd. Cylinder)	3447-002	2
4) Hydraulic Cylinder	3451-010	1
5) Sensor Level, Emitter	3508-034	1
6) Sensor Level, Receiver	3508-035	1
7) Press Ram	2706-005	1
8) Motor	3075-055	1
9) Home Position Switch	3341-009	1
10) Slide Bar Set	1651-029	1
11) Bagger Magazine	3591-001	1

III. Cleaning and Safety:

Throughout the onsite rebuild/re-install period, Contractor shall maintain the buildings and site in a standard of cleanliness and at

no time shall this work interfere with the daily operations of the Cahaba River Wastewater Treatment Plant or cause a safety or code violation around public and private entrances. The successful bidder shall have verifiable, active, safety policies.

The Contractor is responsible for all damage to existing County or public property, including but not limited to the plant building, grounds, and equipment, caused by him, his employees, or sub-contractors, and will replace and make good such damage. Contractor will maintain adequate protection to prevent damage to his work and property of others, and take all necessary precautions for the safety of his employees and others. The Contractor will comply with all safety laws and regulations in effect in the locality.

IV. Progress Cleaning:

Throughout the onsite rebuild/re-install period, Contractor shall retain all stored items in an orderly arrangement allowing maximum access, not impeding traffic and providing the required protection of materials. Contractor shall not allow the accumulation of scrap, debris waste material, and other items not required for the onsite rebuild or re-installation. As necessary, Contractor shall completely remove all scrap, debris and waste material related to this project.

V. Completion of Work:

All work described in Section I and II above shall be completed within 140 calendar days from the date of this fully executed contract agreement.

Contractor shall use adequate numbers of skilled workmen, under proper supervision, who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and methods needed for proper performance of the work as specified in ITB 116-10.

VI. Jefferson County's Responsibility:

- 1) Plant personnel will operate gates or valves to take channel out of service for screen removal.
- 2) Plant personnel will remove grit and debris from channel for removal and installation of screens. (Clean channels out).

Delivery/Installation:

Cahaba River Wastewater Treatment Plant  
3900 Veona Daniels Road  
Hoover, AL 35244  
(Gary Nelson, Plant Manager 205-987-0648)  
F.O.B. -- Destination via best way.

4. COMPENSATION:

The Contractor shall be compensated \$426,188.00 for services rendered more specifically as follows:

A. Cost of off-site recondition/rebuild of three (3) Parkson (Agua Guard) Screens (cost must include labor, parts, travel, hotel, food, and all other billable charges) ---- \$213,094.00

B. Cost of on-site recondition/rebuild of three (3) Hycor Hypress Ram-Style Dewatering Presses (cost must include labor, parts, travel, hotel, food, and all other billable charges) — \$213,093.00

C. Contingency Allowance in the amount of \$25,000 has been stipulated by ITB 116-10 to be regulated as follows:

· Use of the contingency allowance shall be only as directed by the Jefferson County Environmental Services Department for Jefferson County's purposes and only by Construction Change Directive that indicates amounts to be charged to the allowance.

· Contractor's overhead, profit and related cost for products and equipment ordered by Jefferson County under the contingency allowance are included in the allowance and are not part of the contract sum. Those costs include, delivery, installation, taxes, insurance, equipment rental and similar cost for the unforeseen.

· Construction Change Directives authorizing the use of funds from the contingency allowance will include Contractor's related cost and reasonable overhead and profit margins (maximum 15%).

· Upon delivery of materials purchased under this allowance, said materials will be promptly examined for damage or defects and any damaged or defective materials will be returned to the manufacturer or supplier for replacement.

· At project close, unused amounts remaining in the contingency allowance shall be credited to Jefferson County by change order.

· After installation has been completed and approved by the Jefferson County Environmental Services Department unused materials purchased under this allowance shall be returned to the manufacturer or supplier for credit to Jefferson County.

5. PRICE REDUCTION:

In the event of a general price reduction, the County will receive the benefit of such reduction on any undelivered portion of the contract issued based on this ITB.

6. INVOICING:

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

- Purchase Order Number
- Ship-to department name and address.

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

Jefferson County Commission

Environmental Services Department  
Suite A300 County Courthouse  
716 Richard Arrington Jr. Blvd. North  
Birmingham, Al 35203

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

7. PARTIAL PAYMENTS/PAYMENT TERMS:

Partial payment will be made upon acceptance of each major unit of work (i.e. per screen or per press). All partial invoices shall reference the purchase order that is issued for the entire work. In making partial payments, five (5) percent of the first fifty (50) percent of work completed will be retained by Jefferson County for retainage. No additional retainage will be withheld after fifty (50) percent completion.

8. THIRD-PARTY REMIT-TO :

If Bidder s has a third-party remit-to company, that information must appear on the Bidder s response. Jefferson County will send payment to the company designated by Bidder s on its response, but will not be responsible for resolving payment issues, should the Bidder s change payment processing companies after a payment has been mailed or without 45-day written notification to the Purchasing and Accounting division of Jefferson County.

9. TAX:

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

10. 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.

11. 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.

12. 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.

13. WARRANTY:

Reconditioned/rebuilt presses and screens will be serviced by Jefferson County in accordance with manufacturer s recommendations. A one-year parts warranty and one- year labor warranty is required for the entire project. Effective date of warranty will begin after the successful start-up testing, and written acceptance by the County of all work items under the contract issued as a result of this ITB. There will be only one warranty start date for the entire project. Warranties will not begin upon acceptance of each component (i.e. acceptance of a singular screen or press).

14. 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.

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 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.

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 shall be executed.

17. ASSIGNMENT:

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

Should Jefferson County authorize the Successful Bidder to subcontract (assign) any portion of this contract, the Successful Bidder

shall maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Successful Bidder must maintain a continuous effective business relationship with the sub-contractor(s) including, but not limited to, regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, shall result in termination of the contract and/or legal ramifications, due to nonperformance.

18. CANCELLATION:

Failure to deliver as specified and in accordance with the Contractor's Proposal submitted in response to RFP 53-10, including promised delivery and completion date, shall constitute sufficient grounds for cancellation of the order at the option of the Jefferson County Commission.

19. 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.

DISCLAIMER OF LIABILITY: The County shall NOT hold harmless or indemnify the Contractor for any liability whatsoever.

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

20. 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.



20. PERFORMANCE BOND:

The Contractor shall furnish surety bond equal to the amount of the contract at no cost to the County, to guarantee that all conditions and specifications of RFP 53-10 shall be fulfilled. Bond shall be furnished to the Purchasing Agent not later than 14 days after Contractor's receipt of contract. In lieu of a performance bond the Contractor may submit a cashier's check from a local bank payable to Jefferson County OR a letter of credit from a local bank acceptable to the County with County draw down. The face amount of the performance bond or cashier's check or letter of credit shall be the total dollar amount of the contract without the maintenance fees.

21. 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.

22. 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.

23. 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:

By: \_\_\_\_\_

Authorized Representative

JEFFERSON COUNTY, ALABAMA

By: Bettye Fine Collins, President - Jefferson County Commission

Motion was made by Commissioner Humphryes seconded by Commissioner Bowman that the above resolution be adopted. Voting "Aye" Humphryes, Bowman, Carns, Collins and Smoot.

\_\_\_\_\_  
Jul-20-2010-654

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be and hereby is authorized to execute an Agreement between Jefferson County, Alabama and Hazen and Sawyer, P.C. for a maximum amount of \$472,000.00. This agreement provide for Professional Engineering Services for Jefferson County Environmental Services Department, Village Creek Wastewater Treatment Plant, Waste Gas Energy Recovery and Plan Optimization Project.

AGREEMENT TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR

Jefferson County Environmental Services Department

Village Creek Wastewater Treatment Plant

Waste Gas Energy Recovery and Plant Optimization Project

This AGREEMENT, made this the \_\_\_\_\_ day of \_\_\_\_\_, 2010, 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 Village Creek Wastewater

Treatment Plant Waste Gas Energy Recovery and Plant Optimization 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.

The scope of work proposed in this AGREEMENT is to perform an engineering study of the Village Creek WWTP treatment processes and prepare a written report containing recommendations for changes and improvements necessary to meet the County's goals of lowering operational costs through improving the digester performance, gas production, energy recycle and recovery systems, and operations and process optimization changes at the WWTP. The study will address issues such as:

- Current energy usage
- Operational or process changes in the liquid and solid treatment trains
- Assessments of the digester infrastructure and solids handling systems
- Assessment of Plant 002's UV disinfection system
- Assessment of activated sludge aeration systems
- Assessment of Plant 001's secondary clarifiers
- Assessment of wet-weather operation strategies
- Alternatives to increase gas production including the introduction of a grease feed stream directly into the anaerobic digesters
- Cost and feasibility of utilizing digester gas as a fuel source within the existing power generation system or other beneficial use
- Life cycle cost analysis for all major capital improvements recommended
- Potential for grant or other alternative funding for recommended improvements
- Any other critical issues or related improvements identified by the Consultant

It is understood that COUNTY may utilize the services of a third party engineering consultant to review project deliverables, attend workshops, and offer suggestions for evaluation. CONSULTANT shall address third party consultant's comments and suggestions in writing to COUNTY's satisfaction.

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

#### 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.

#### 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 complete in accordance with the following schedule: Complete the scope of work within one hundred eighty (180) days after receipt of written notice from the COUNTY to proceed. Should delays attributable to causes beyond the control of the CONSULTANT be encountered, such as would extend the contract work beyond the agreed upon one hundred eighty day period, the COUNTY may adjust the amount of this contract by amendment, so as to reflect the cost of additional expense items and additional fee, if any, arising from the change.

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 four hundred seventy-two thousand and 00/100 dollars (\$472,000.00). 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 \$10.00 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 CONTROVERSY

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

#### SECTION 7 RESPONSIBILITY FOR CLAIMS AND LIABILITY

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 8 - GENERAL COMPLIANCE WITH LAWS

The CONSULTANT shall comply with the provisions of the Labor Law, all State Laws, Federal and Local Statutes, Ordinances and Regulations that are applicable to the performance of this AGREEMENT, and especially laws, ordinances and statutes prohibiting

discrimination in employment of persons on account of race, creed, color, sex, national origin, or disability and all applicable provisions of Title 6, Code of Federal Regulations, and procure all necessary licenses and permits.

#### SECTION 9 - 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 10 - 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 11 CONTROL

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

#### SECTION 12 - 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 13 - GOVERNING LAW/DISPUTE RESOLUTION

The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, material and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by laws of the State of Alabama, 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 \_\_\_\_\_ 2010, and the COUNTY on the \_\_\_\_ day of \_\_\_\_\_ 2010.

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

Betty Fine Collins, President

Motion was made by Commissioner Humphryes seconded by Commissioner Bowman that the above resolution be adopted. Voting "Aye" Humphryes, Bowman, Carns, Collins and Smoot.

\_\_\_\_\_  
Jul-20-2010-655

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the reappointment of Kimberly Fort to serve on the Jefferson County Intellectual & Developmental Disabilities Authority, Inc. (formerly Mental Retardation & Development Disabilities Health Care Authority of Jefferson County, Inc.) Board of Directors beginning February, 2010 and ending February, 2016, be and hereby is approved.

Motion was made by Commissioner Smoot seconded by Commissioner Carns that the above resolution be adopted. Voting "Aye" Smoot, Carns, Bowman, Collins and Humphryes.

\_\_\_\_\_  
Jul-20-2010-656

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Charles H. Pritchett, Jr., MAI to provide real estate property appraisal services to the Commission in an amount not to exceed \$3,000. No additional funds required.

CONTRACT ID: 813

APPRAISAL SERVICES AGREEMENT

THIS AGREEMENT entered into this 6<sup>th</sup> day of July, 2010, by and between Jefferson County, Alabama, hereinafter called "the County", and Charles H. Pritchett, Jr. MAI, located at 520 Springdale Road, Mt. Olive, AL 351173263 hereinafter called "the Contractor". The effective date of this agreement shall be July 6, 2010.

WHEREAS, the County desires to contract for Real Estate appraisal services for the Jefferson County Commission, hereinafter called "County"

WHEREAS, the Contractor desires to furnish said professional 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 SERVICE: This Contract results from Jefferson County's Request for Proposal No. 157-10, dated May 28, 2010, the terms of which are included herein by reference. The Contractor shall perform all necessary consulting services provided under this Contract as required by the County. The Contractor shall do, perform, and carry out in a satisfactory and proper professional manner the following:

The successful Offeror shall physically inspect and appraise selected buildings owned, operated and/or occupied by the Jefferson County Commission as specified during the contract period to provide a self-contained USPAP compatible appraisal which provides the market value for assigned property:

Jefferson County Central Laundry  
120 County Shop Road  
Birmingham, AL 352171308

While the appraisal firm/individual is encouraged to select the appraisal method most appropriate, the method chosen should include, but not limited to, the following value approaches; 1) Cost, 2) Income, and 3) Sales Comparison methods being considered. Service provider shall inspect, measure, and appraise all designated buildings, property and structures, including all of the existing fixtures and major service systems (i.e. boiler & machinery, electrical, plumbing, HVAC, fire alarm/sprinkler, security, elevator(s), (etc), and record the following for each:

- a. Building description
- b. Address
- c. Occupancy type
- d. Construction type (ISO construction type) Structure, Walls, Roof
- e. Square footage (gross)
- f. Fire protection/security
- g. Flood zone classification
- h. Valuation on a Replacement Cost or Cost of Reproduction new Basis
- i. Exclusion amount
- j. Color Photographs (4 sides) of each location (exterior) and color photographs of fixtures and service systems as deemed appropriate

- k. Verified sales data shall be used in the appraisal report

Deliverables: Appraiser shall provide 4 copies of a final appraisal report for each property (PDF version format is encouraged). Information provided in the report shall include but not be limited to the following:

- a. Property/site name
- b. Property/building description and color photographs
- c. Property addresses
- d. Occupancy or use
- e. Year built or estimated age
- f. Gross square feet
- g. Number of stories
- h. Fire protection system/security
- i. Exclusion amount
- j. Valuation on a Replacement Cost or Cost of Reproduction New Basis
- k. Adjustment grid chart for each section (3 approaches to value) of the appraisal report: Land Value section of Cost Approach, Market Rental Estimation section of Income Approach, Sales Comparison Approach.

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to assist the county effective July 6, 2010 and shall schedule and undertake appraisal consulting services requested under this Contract in an expeditious manner. The completion date of all appraisal consulting services under the Contract is August 6, 2010 unless subsequently extended by mutual agreement of the County and the Contractor.

4. COMPENSATION: The Contractor shall be compensated for services specified under this Contract as follows:

Appraisal Fee: \$3,000.00, Net 30 days

5. TOTAL COMPENSATION: The total amount of compensation to the vendor under the terms of this contract shall not exceed Three Thousand Dollars and no/100 (\$3,000.00).

6. 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 Charles H. Pritchett, Jr. MAI, to subcontract (assign) any portion of this contract, Charles H. Pritchett, Jr. MAI, will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, Charles H. Pritchett, Jr. MAI, must maintain a continuous effective business relationship with the subcontractors) including, but not limited to, regular payment of all monies owed to any subcontractor. Failure to comply

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

7. **PAYMENT TERMS:** Except as otherwise provided in this Agreement, County shall pay Contractor for services rendered within thirty (30) days of receipt of an invoice from Contractor for such services. If County fails to make payment for services within thirty (30) days of receipt of invoice, Contractor may refuse to provide additional services or terminate Agreement upon thirty (30) days written notice to County, which notice may be sent by Contractor at such time as past payment becomes past due. County shall send all payments for services to Contractor at the address listed below:

Charles H. Pritchett, Jr. MAI  
520 Springdale Road  
Mt. Olive, AL 351173263

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 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.

9. **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 will be governed by the 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 in the Circuit Court of Jefferson County Alabama, Birmingham Division.

10. **NONDISCRIMINATION POLICY:** The Jefferson County Commission is strongly committed to equal opportunity in solicitation of ITB's and RFP's. The County encourages bidders and proposers to share this commitment. Each bidder submitting a proposal agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate against any person otherwise qualified solely because of race, creed, sex, national origin or disability.

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

12. **TERMINATION OF CONTRACT:**

A. This Contract may be suspended or terminated by the County upon at least thirty (30) day written notice should the Contractor fail to perform in accordance with the terms of this Contract. Prior to termination, the County will provide adequate written notice to the Contractor affording it the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within thirty (30) days after receipt of notice.

B. This Contract may be suspended or terminated by the County upon at least thirty (30) day written notice to the Contractor. In the event of suspension or termination not the fault of the Contractor, the Contractor shall be compensated for all eligible expenditures to the date of suspension or termination, less any payment of reimbursement already made. There will be no payment on account of loss of anticipated profit or revenues or other economic loss arising out of such termination.

13. **LIABILITY:**

A. 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.

B. The Contractor will indemnify and save 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, subcontractor or employees under this Contract. COUNTY agrees, to the extent allowed by law, to indemnify and save harmless the Contractor, its corporate officers and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of services to the COUNTY, its agents, subcontractor or employees under this contract.

14. **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 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.

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

Client: Jefferson County Purchasing Department

Attn: Purchasing Agent

716 N Richard Arrington

Suite 830

Birmingham, AL 35203

Copy to: Jefferson County Attorney

716 N Richard Arrington Jr. Blvd.

Suite 280

Birmingham, AL 35203

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. INSURANCE

The successful offeror 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 offeror is also required to include the RFP 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.

Automobile Liability:

\$250,000/\$500,000 Bodily injury,

\$100,000 Property Damage,

\$5,000 Medical Payments,

\$100 Deductible Comprehensive,

\$250 Deductible Collision; Emergency Road Service; Uninsured Motor Vehicle Bodily Injury \$100,000/\$300,000

Umbrella Coverage:

\$2,000,000 Personal Liability Umbrella Policy

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

18. 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.

19. 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.

CONTRACTOR:

Charles H. Pritchett, Jr., MAI

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President, Commissioner

Motion was made by Commissioner Smoot seconded by Commissioner Carns that the above resolution be adopted. Voting "Aye" Smoot, Carns, Bowman, Collins and Humphries.

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Jul-20-2010-657

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following License between Jefferson County, Alabama and Lion's Den Club, Inc. for property located at 3116 Hillcrest Trace, Adamsville to replace a lease agreement.

#### LICENSE

WHEREAS, Jefferson County, Alabama (Licensor) is the owner of certain property in located in Jefferson County in the State of Alabama, described as follows:

A parcel of land situated in the NW 1/4 of the NE1/4 of Section 11, Township 17 South, Range 4 West, more particularly described as follows:

Begin at the Northwest corner of the Northeast quarter of Section 11, Township 17 South, Range 4 West and run east along section line for a distance of 990.39 feet, thence turn right an angle of 89° 39' 11" and run in a southerly direction for a distance of 305.36 feet to the POINT OF BEGINNING, thence continue last course for a distance of 354.21 feet, thence turn right an angle of 90° 26' 53" and run in a westerly direction for a distance of 123.06 feet, thence turn right an angle of 89° 09' 05" and run in a northerly direction for a distance of 279.73 feet, thence turn right an angle of 33° 08' 29" and run in a northeasterly direction for a distance of 64.62 feet to a point on a curve to the right having a central angle of 21° 31' 36" along chord of said curve having a central angle of 9° 42' 28", a radius of 194.00 feet, thence turn right an angle of 21° 31' 36" along chord of said curve and run northeasterly along arc of said curve for a distance of 32.87 feet, thence turn right from chord of said curve an angel of 35° 43' 57" and run in an easterly direction a distance of 63.42 feet to the POINT OF BEGINNING (the Property).

WHEREAS, Licensor desires that said property be made available for use to the Lion's Den Club, Inc., as set forth herein; and

WHEREAS, the Lion's Den Club, Inc. (Licensee) has requested to occupy and use said Property as a parking lot and for fund raising events for the Lion's Den Club, Inc., and for no other purposes; and

WHEREAS, Licensee has exhibited its commitment to use this Property in accordance with County requirements and in the interest of the citizens of Jefferson County.

#### WITNESSETH:

In consideration of the foregoing and following, Licensor does hereby grant a revokable license and let unto the Lion's Den Club, on the abovedescribed Property owned by Licensor for the use by the Lion's Den Club, Inc., as a parking lot and for fund raising events without discrimination for race, color, national origin, sex, handicap, religion or in any other manner.

#### LICENSEE SHALL:

1. Not dig within the Property due to buried utilities and drainage lines without the written permission of Jefferson County. Further, any damage caused by digging, with or without permission, will be the responsibility of the Licensee.
2. Be responsible for the upkeep of the Property and related areas, as shown on the attached tax map, including grass cutting and cleanup of parking areas, etc.
3. Be responsible for prohibiting alcoholic beverages on the premises.
4. Be responsible for security and solving and controlling any and all problems or disturbances resulting from any confrontation between all parties present at said Property.
5. Be responsible for upkeep, maintenance, cleanliness of any temporary facilities such as "port-a-potties" that are used for fund raising events.
6. Purchase and maintain throughout the term of this license and all extensions hereof comprehensive general public liability insurance, naming the Licensee and Jefferson County, Alabama, Jefferson County Commission and Commissioners and County employees

as named insureds, with a company duly authorized and approved to do business in Alabama. Said insurance shall include minimum coverage as follows:

- i. \$300,000.00 for personal injury liability and/or death from any one occurrence.
- ii. \$100,000.00 for personal injury and/or death for any single injury or death.
- iii. A clause obligating the insurance company to give not less than 30 days written notice to the President, Jefferson County Commission and the Director, General Services of Jefferson County, before cancellation thereof. No such cancellation shall relieve the insurance company for any insurance liability or responsibility for any occurrence, injury, death or claim whatsoever occurring or arising before the cancellation becomes effective.
- iv. Workers compensation insurance if required by law, for all Licensee's employees.

7. Agree to hold harmless, indemnify and defend Jefferson County, its elected officials and employees from and against any and all claims, suits, judgments and liability whatsoever for damages of any nature, including personal injury or death of any person or loss or damage to personal property or real property or property rights of any person, firm or corporation in any manner arising out of this license and the use of said property and said park and recreational facilities by Licensee.

8. Be responsible for all utilities, including garbage pickup, that serve the Property.

TERM OF AGREEMENT:

Although the License is revokable at the will of Jefferson County, the term of this License shall begin upon execution and automatically terminate not more than ten (10) years from the date of execution.

TERMINATION:

This agreement may be terminated without cause utilizing a thirty (30) day written notice by either party. Notice shall be addressed to and received by the parties below.

IN WITNESS WHEREOF, the parties have caused this agreement to be properly executed this     day of     , 2010.

THE LION'S DEN, INC.

\_\_\_\_\_, President

JEFFERSON COUNTY, ALABAMA

Betty Fine Collins, President

Jefferson County Commission

Motion was made by Commissioner Smoot seconded by Commissioner Carns that the above resolution be adopted. Voting "Aye" Smoot, Carns, Bowman, Collins and Humphries.

\_\_\_\_\_  
Jul-20-2010-658

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the ninety-day requirement for sick leave conversion for Lars Wikingstad, General Services is hereby waived and sick leave is granted beginning upon approval.

Motion was made by Commissioner Smoot seconded by Commissioner Carns that the above resolution be adopted. Voting "Aye" Smoot, Carns, Bowman, Collins and Humphries.

\_\_\_\_\_  
Jul-20-2010-659

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the bid opening scheduled for 10:00 a.m. on August 17, 2010, for the Bessemer Courthouse and Annex Renovations Project has been changed to 2:00 p.m. on August 17, 2010 in the Birmingham Commission Chambers.

Motion was made by Commissioner Smoot seconded by Commissioner Carns that the above resolution be adopted. Voting "Aye" Smoot, Carns, Bowman, Collins and Humphries.

Jul-20-2010-660

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Change Order No. 1 to the agreement between Jefferson County, Alabama and Johnson Controls, Inc., for the Bessemer Justice Center project, to summarize the total construction change directives and to increase agreement amount by \$67,075 (\$3,157,136 total). No additional funds required.

Motion was made by Commissioner Smoot seconded by Commissioner Carns that the above resolution be adopted. Voting "Aye" Smoot, Carns, Bowman, Collins and Humphries.

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Jul-20-2010-661

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and P&M Mechanical, Inc. to provide maintenance services for the 2121 Building, Cooper Green Mercy Hospital, Birmingham Courthouse, Family Court and Birmingham Jail in the amount of \$1,828,000 - Jefferson County Energy Efficiency & Conservation Block Grant funds. No additional funds required.

Motion was made by Commissioner Smoot seconded by Commissioner Carns that the above resolution be adopted. Voting "Aye" Smoot, Carns, Bowman, Collins and Humphries.

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Jul-20-2010-662

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and City of Bessemer, Alabama for election services for a municipal election to be held August 24, 2010 and, if required, a run-off election on October 5, 2010 in the amount of \$16,712 - revenue.

CONTRACT FOR ELECTION SERVICES

This Agreement is entered into this 11<sup>th</sup> day of June, 2010, by and between Jefferson County, Alabama, political subdivision of the state of Alabama (hereinafter called "the County"), and the City of Bessemer, Alabama, a municipal corporation, (hereinafter called "the City").

WHEREAS, the City's Municipal Election will occur on August 24, 2010, and, if required, a run-off election will occur on October 5, 201; 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:

1. For the election on August 24, 2010. 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 amounts herein specified:

a. Voter List for posting / publishing (17) (\$11.00 per thousand names rounded up) \$176.00

b. Voter List on Compact Disk (17) (\$11.00 per thousand names rounded up plus \$45) \$221.00

c. \$450 for each County voting machine requested by the City for use in the election. 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. The City requests a total of 33 County voting machines for a total cost of \$14,850.00. (Regular 22 and Handicap 11)

d. \$100 for each laptop/electronic poll book (which shall contain a complete list of each voter's name, address, and polling location) requested by the City for the use in the election. The City requests a total of 13 laptop/electronic poll books for a total cost of \$1,300.00

e. \$15 for each cellular telephone requested by the City for use in the election. The City requests a total of 11 cell phones for a total cost of \$165.00.

f. Total cost for election services and equipment \$16,712.00

2. 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:

- a. An absentee list.
- b. A supplemental absentee list
- c. Voter books for each voting polling location.
- d. Provisional vote count.

3. RUN OFF ELECTION OF October 5, 2010. In the event of a run off election, the County will provide the same 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.

4. 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.

5. 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  
BETTYE FINE COLLINS, President  
Jefferson County. Commission  
CITY OF BESSEMER, ALABAMA  
Ed Mays, Mayor

Motion was made by Commissioner Smoot seconded by Commissioner Carns that the above resolution be adopted. Voting "Aye" Smoot, Carns, Bowman, Collins and Humphries.

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Communication was read from Roads & Transportation recommended the following;

1. AT&T to install 657' of buried fiber cable and conduit at 8553 County Line Road in the Sumiton area.
2. AT&T to install 450' of buried service wire at 7939 Gristmill Drive in the Bucksville area.
3. Alabama Gas Corporation to install 1,655' of gas line along Allen Street in the North Smithfield area.
4. Alabama Gas Corporation to install 400' of gas line along Mariana Street in the North Smithfield area.

Motion was made by Commissioner Humphries seconded by Commissioner Smoot that the Utility Permits be approved. Voting "Aye" Humphries, Smoot, Bowman, Carns and Collins.

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Jul-20-2010-663

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

Recommended by:	E. Wayne Sullivan, P.E. Director/County Engineer
Department:	Roads & Transportation
Date:	July 1, 2010
Purpose	Payment to Judge of Probate Birmingham Cost Bill 207325 01 in the Matter of Condemnation Jefferson County v. Waterford Landing LLC Sanitary Sewer Improvements Project – Cahaba Basin
Price:	\$2,336.00
Pay to the order of:	Judge of Probate
Mailing Address:	Courthouse - Probate Court

Birmingham, AL 35203

Fund # 7034000000

Bus. Area # 7100

GL Object -# 515701

Fund Center -# 7100000000

Functional Area ESSA

Check Delivery Code #84

Motion was made by Commissioner Humphries seconded by Commissioner Smoot that the above resolution be adopted. Voting "Aye" Humphries, Smoot, Bowman, Carns and Collins.

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Jul-20-2010-664

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that upon the request of the City of Brighton and the recommendation of the Director of Roads and Transportation, that the President of the Commission is hereby authorized to execute a Quit Claim Deed for any excess property acquired by the County in the course of completion of the Main Street Brighton and 7<sup>th</sup> Avenue Brighton Project. This conveyance of excess property is for the City of Brighton's use and for future maintenance.

THIS INSTRUMENT PREPARED BY:

Kaye Stone, Land Acquisition Agent

A-200 Courthouse

716 Richard Arrington, Jr. Blvd. No.

Birmingham, AL 35203

Quit Claim Deed

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the sum One and no/100 DOLLARS ( \$1.00 ) to Jefferson County, a political subdivision of the State of Alabama, in hand paid by The City of Brighton the receipt whereof is acknowledged, Jefferson County does hereby remise, release, quit claim and convey to the said City of Brighton all its rights, title, interest, and claim in or to the following described real estate, to wit:

Lot 24, Block 6, according to the Map Showing Add to G. B. Edwards Survey, as recorded in Map Book 6, Page 7, in the Probate Office of Jefferson County, Alabama.

Lots 32 and 33, according to the Map of W.D. Bush s Subdivision as recorded in Map Book 5 Page 28, in the Office of the Judge of Probate of Jefferson County, Alabama of Lot 7-8, Block 5, W. D Smith's Estates.

Lot 3, according to the Survey of W. D. Bush s Subdivision of Lot 7-8, Block of 5 of W. D. Smith s Estates, as recorded in Map Book 5, bottom of page 28, in the Probate Office of Jefferson County, Alabama.

Lots 1, 2, 3, 4, 6, 7, 8, 11, and 12, Block 6 according to the Survey of Brighton Property of G. B. Edwards as recorded in Map Book 3, Page 70, in the Probate Office of Jefferson County, Alabama. Said Lot 6 also being know as Lot 6 in Block 6, in the Town of Brighton, according to the survey of Civil Engineer Charles A. Brown and B.S. McClain, said lot being more particularly described as being on the west side of the street for line commencing 150 feet south of the Woodward Iron Company s railroad track. Said Lot 11 also being know as Lot 11, in Block 6, in the Town of Brighton, according to the Map or plat of said Town as prepared by G.B. Edwards, according to the Survey of D.S. McClain and Charles A. Brown Surveyors, said lot fronting 50.0 feet on the Bessemer and Birmingham Electric Railway, and Running back 150.00 feet (except a small portion off the SE corner forming an oblong square 50.00 feet by 150 feet with the exception of a small portion cut off the SE corner by the Section Line).

Less and except any rights of way and easements of record, specifically including but not limited to Probate Case Number 40659 and Deed Book LR200911 Page 21604 recorded in the Office of the Judge of Probate, Jefferson County, Alabama.

All of said lots are lying in the SW ¼ and NW ¼ of Section 34, and the NE ¼ of the SW ¼ of Section 27 all being in Township 18 South, Range 4 West, Jefferson County, Alabama.

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

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

Attest: \_\_\_\_\_

Minute Clerk

Motion was made by Commissioner Humphries seconded by Commissioner Smoot that the above resolution be adopted. Voting "Aye" Humphries, Smoot, Bowman, Carns and Collins.

Jul-20-2010-665

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 3 to the agreement between Jefferson County, Alabama and American Acquisition Group, LLC, for right of way acquisition services for the Morgan Road Widening Project, which extends contract from twenty seven (27) months to thirty-six (36) months.

AMENDMENT NO. 3 TO AGREEMENT TO PROVIDE JEFFERSON COUNTY  
DEPARTMENT OF ROADS AND TRANSPORTATION RIGHT-OF-WAY ACQUISITION SERVICES  
FOR MORGAN ROAD FROM I-459 TO SOUTH SHADES CREST ROAD

This document shall AMEND the scope of the original AGREEMENT identified as right-of-way acquisition services, including appraisal, appraisal review, acquisition, relocation and property management, for the widening of Morgan Road from I-459 to South Shades Crest Road in Jefferson County, Alabama, dated July 1, 2008 (Minute Book: 157; Pages 481-482).

WITNESSETH

WHEREAS, the COUNTY desires to grant a time extension to complete the original Scope of Work with no additional increase to the contractual amount as identified in the original Agreement project under provisions of ARTICLE VI - MISCELLANEOUS PROVISIONS, SECTION 4 - DELAYS AND EXTENSIONS.

NOW THEREFORE, the COUNTY and CONSULTANT hereby AMEND the AGREEMENT as follows:

I. AMENDMENT TO ARTICLE IV - TIME OF BEGINNING AND COMPLETION

Amend to include the following:

Grant a time extension of nine (9) months to the contractual time of twenty-seven (27) months. Total contractual time shall be 36 months from July 1, 2008.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the \_\_\_\_\_ day of \_\_\_\_\_, 2010.

American Acquisition Group, LLC

D. Wade Brown, President/CEO

RECOMMENDED

E. Wayne Sullivan, Director/County Engineer

ATTEST:

Minute Clerk

JEFFERSON COUNTY COMMISSION

Betty Fine Collins, President

Motion was made by Commissioner Humphries seconded by Commissioner Smoot that the above resolution be adopted. Voting "Aye" Humphries, Smoot, Bowman, Carns and Collins.

Jul-20-2010-666

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and the City of Fultondale to provide the use of County work forces to repair a box culvert on Stouts Road for cost of materials in the amount of \$12,036.30 - to be paid by the City of Fultondale upon completion of project.

INTERGOVERNMENTAL ROADWAY MAINTENANCE AGREEMENT

This INTERGOVERNMENTAL ROADWAY MAINTENANCE AGREEMENT

(this "Agreement") is made and entered into as of the day of \_\_\_\_\_, 2010, by and between Jefferson County, Alabama (the "County") and the City of Fultondale, Alabama (the "City").

RECITALS

WHEREAS, certain thru-roads located within the municipal limits of the City have been determined by the City and the County to be in need of immediate repair, maintenance and/or improvement as more particularly described in the schedule of work attached hereto (the "Schedule of Work");

WHEREAS, the County and the City desire to cooperate with one another to cause the Schedule of Work to be performed at the earliest practicable date;

WHEREAS, neither the City nor the County does by these presents assume any risk, liability or further responsibility for the roadways identified in the Schedule of Work except as otherwise expressly provided herein; and

NOW THEREFORE, the parties hereto, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, do hereby agree as follows:

Section 1. Performance of Work. The County will cause the Schedule of Work (attached hereto as Exhibit "A" - on file in the Minutes Clerk office) to be performed either by its own forces or by one or more third parties but in any event in compliance with any and all rules, laws and regulations applicable to its undertaking, performance and completion of the Schedule of Work, including but not limited to DOT regulations, public bid laws, and the related authority of any governmental body exercising jurisdiction (separately, concurrently or otherwise) over the parties and/or the undertakings of the parties pursuant hereto.

Section 2. Cost of Materials, Fuel, Etc. The City will pay or reimburse the County for the actual cost of the materials, supplies, fuel and other direct out-of-pocket expenditures estimated in the Schedule of Work, if any; provided, however, that City in its discretion may supply to the County in connection herewith any one or more items identified in the Schedule of Work in kind/and lieu of payment to the County for the cost of the same. Each party shall maintain true and accurate books of account and records relating to the cost of the Schedule of Work supported by cancelled checks, vouchers, receipts, certificates, invoices, warrants, purchase orders and similar documentation, all which shall be open to inspection and copying by the parties and their duly authorized representatives upon reasonable notice, and at reasonable hours during normal business days.

Section 3. Right to Stop Work for Non-Payment. Anything in this Agreement to the contrary notwithstanding, either party may immediately suspend any and all work to be performed hereunder in the event that such party is not paid or reimbursed by the other party for the actual direct out-of-pocket cost of the work within thirty (30) days of invoicing of the same.

Section 4. No Inference of Control. Neither party's execution of this Agreement nor the performance of its undertakings hereunder shall in any way constitute an admission, acceptance or indicia of control of the roadways identified in the Schedule of Work notwithstanding any course of dealing or performance to the contrary.

Section 5. Termination. Notwithstanding anything in this Agreement or the contrary, this Agreement shall be terminated and of no further effect in the event that the respective governing bodies for either party fails to approve appropriations for the funds otherwise necessary to allow the party to fulfill its future obligations hereunder,

Section 6. Authority. Each of the parties hereto does hereby represent and warrant that it has taken all necessary action for the approval of this Agreement and that the signature of its representative below has been duly authorized and is binding upon such party. Each of the parties hereto does further represent and warrant that this Agreement shall be enforceable against such party upon the execution hereof by such party's duly authorized representative.

Section 7. Indemnification. To the extent permitted by law, each party hereto shall indemnify, defend and hold harmless the other party from and against all claims, charges, demands, costs, judgments, injuries, expenses and liabilities of whatever nature, including, without limitation, attorney's fees, court costs and expenses of litigation, arising from, related to, or caused by (indirectly or directly), the acts or omissions (whether intentional, willful, grossly negligent or negligent) of such party.

Section 8. Assignment. Neither this Agreement nor any of the rights or duties hereunder may be assigned or otherwise transferred in any way by either party hereto, voluntarily or involuntarily, by operation of law, or otherwise, without the prior written consent of the other party, which consent may be conditioned upon execution of an undertaking by the assignee pursuant to which the assignee agrees to assume the obligations of the assignor and to fulfill the assignor's duties hereunder, but such consent shall not otherwise be unreasonably withheld, conditioned or delayed.

Section 9. Notices. All notices and other communications required or permitted to be given under this agreement shall be in writing and shall be delivered either by (i) hand delivery, (ii) a recognized overnight courier who maintains verification of delivery (deemed to be received on a date delivered), (iii) United States mail, registered or certified, postage prepaid, return receipt requested (deemed received three (3) days after such mailing), or (iv) electronic mail (deemed received on the date sent providing the electronic mail was properly addressed and disclosed the number of pages transmitted and that the transmission report produced indicates that each of the pages of the electronic mail were received at the correct account) to each of the respective parties as follows:

If to the City:           City of Fultondale, Alabama  
                                  Attention: Mayor Jim Lowery  
                                  P. O. Box 699  
                                  Fultondale, Alabama 35068  
                                  [sbfcityLbellsouth.net](mailto:sbfcityLbellsouth.net) (Electronic Mail)

If to the County:       Jefferson County, Alabama  
                                  Attention: Wayne Sullivan, County Engineer  
                                  A200 Jefferson County Courthouse  
                                  716 Richard Arrington Jr. Blvd. North  
                                  Birmingham, Alabama 35203  
                                  [sullivanw@jccal.org](mailto:sullivanw@jccal.org) (Electronic Mail)

Either party may change its address at any time by written notice to the other party in the manner set forth above.

Section 10. Force Maieure. Neither party is responsible for delays due to causes or occurrences beyond its control including, but not



limited to, civil disobedience, acts of God, casualty or accident, war, labor disputes, or the like.

Section 11. Successors and Assigns. This Agreement will apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the parties.

Section 12. No Third Parties Benefitted. This Agreement is made and entered into solely for the benefit of the City and the County, their successors and permitted assigns, and no other person or entity shall have any rights hereunder.

Section 13. Further Assurances. Each party hereto shall take any and all reasonable actions as may be necessary or appropriate from time to time to effectuate the provisions of this Agreement.

Section 14. Miscellaneous. This Agreement supersedes all prior agreements between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. This Agreement may not be amended except by a written agreement executed by the party to be charged with the amendment. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. Words used in the singular number shall include the plural, and vice-versa, and any gender shall be deemed to include each other gender. The captions used herein are for convenience and shall not control interpretation of the text.

Section 15. Authority. Each individual signing on behalf of a party hereto represents and warrants that he or she is authorized by such party to execute this Agreement on behalf of such party.

Section 16. Counterparts. This Agreement may be executed in any number of counterparts, by original or facsimile signature, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

JEFFERSON COUNTY, ALABAMA

BETTYE FINE COLLINS, President

CITY OF FULTONDALE, ALABAMA

JIM LOWERY, Mayor

Motion was made by Commissioner Humphryes seconded by Commissioner Smoot that the above resolution be adopted. Voting "Aye" Humphryes, Smoot, Bowman, Carns and Collins.

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Jul-20-2010-667

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

John Leon, Jr., Sheriff's Office was granted a military leave of absence from March 1, 2010 to May 24, 2010, and the amount of pension contributions due John Leon, Jr. is \$554.64 plus the County matching contributions of \$554.64 for a total of \$1,109.28.

Ryan Holley, Sheriff's Office was granted a military leave of absence from February 2, 2010 to June 6, 2010, and the amount of pension contributions due Ryan Holley is \$710.40 plus the County matching contributions of \$710.40 for a total of \$1,420.80.

Chad King, Sheriff's Office was granted a military leave of absence from February 2, 2010 to June 6, 2010, and the amount of pension contributions due Chad King is \$745.82 plus the County matching contributions of \$745.82 for a total of \$1,491.64.

Motion was made by Commissioner Bowman seconded by Commissioner Humphryes that the above resolution be adopted voting "Aye" Bowman, Humphryes, Carns, Collins and Smoot.

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Jul-20-2010-668

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request fo compensation from Benny R. Watson, Circuit Clerk- Bessemer Division for serving as Absentee Elections Manager, for the Jefferson County District 1 Special Election held on June2, 2010, in the amount of \$4,200 (21 days @ \$200 per day), be and hereby is approved.

Motion was made by Commissioner Smoot seconded by Commissioner Humphryes that the above resolution be adopted. Voting "Aye" Smoot, Humphryes, Bowman, Carns and Collins.

Jul-20-2010-669

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the property damage claim of AT&T be denied.

Motion was made by Commissioner Humphryes seconded by Commissioner Bowman that the above resolution be adopted. Voting "Aye" Humphryes, Bowman, Carns, Collins and Smoot.

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Jul-20-2010-670

This resolution is made this 20<sup>th</sup> day of July, 2010, by the Jefferson County Commission (the "Granting Authority") to extend the placed in service date with respect to a tax abatement granted to POSCO AAPC, LLC ("POSCO") by the Granting Authority on December 15, 2009.

WHEREAS, the Company has begun construction of a new project located within the jurisdiction of the Granting Authority for a steel slitting service center located in the Jefferson Metropolitan Park on Lot 2B I (the "Project"); and

WHEREAS, pursuant to the Tax Incentive Reform Act of 1992 (Section 409B1, et seq., Code of Alabama (1975), as amended) (the "Act"), the Granting Authority granted an abatement for the Project of (i) all state and local non-educational ad valorem taxes, (ii) all construction related transaction taxes (except those local construction related transaction taxes levied for educational purposes or for capital improvements for education), and (iii) mortgage and recording taxes, as such terms are defined in the Act, and filed the related Application to Local Granting Authority for Abatement of Taxes, dated December 11, 2009 (the "Application"), with the Board indicating a "placed in service" date for the Project as "July 31, 2010" (see Granting Authority Minute Book 159, Page 139, approved December 15, 2009); and

WHEREAS, it has been determined by POSCO that, due to unforeseen events, such as delays in construction and material and equipment deliveries, the Project will not be completed by the "placed in service" date shown on the original Application; and

WHEREAS, POSCO wishes to amend its original Application to extend the "placed in service" date to "December 31, 2010" and a copy of such amended Application is attached hereto as EXHIBIT A (the "Amended Application"); and

WHEREAS, the Granting Authority recognizes the need for the additional time to complete the Project;

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION as follows:

Section 1. The Granting Authority hereby approves an extension of the "placed in service" date to "December 31, 2010" and the Amended Application.

Section 3. A certified copy of this resolution, along with the Amended Application, shall be forwarded to POSCO to deliver to the appropriate local taxing authorities (if applicable) and to the Alabama Department of Revenue.

Section 4. The Granting Authority is authorized to take any and all actions necessary or desirable to accomplish the purposes of the foregoing of this resolution and the President is authorized to execute any other documents that may be required to effectuate the same.

Section 5. The terms of this resolution shall be deemed a contract with POSCO, and may not be rescinded or amended by the Granting Authority without the express, written consent of POSCO, except as otherwise provided by law.

I hereby certify that the above and foregoing was duly adopted by the Jefferson County Commission of Alabama at a meeting held on July 20, 2010.

Minute Clerk

Motion was made by Commissioner Humphryes seconded by Commissioner Bowman that the above resolution be adopted. Voting "Aye" Humphryes, Bowman, Carns, Collins and Smoot.

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Jul-20-2010-671

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

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

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

Motion was made by Commissioner Humphryes seconded by Commissioner Bowman that the above resolution be adopted. Voting "Aye" Humphryes, Bowman, Carns, Collins and Smoot.

Jul-20-2010-672

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney is hereby authorized to settle the workers' compensation claim of Malcolm Wright in the amount of Thirteen Thousand Nine Hundred Eleven and 50/100 (\$13,911.50) Dollars Motion was made by Commissioner Humphryes seconded by Commissioner Bowman that the above resolution be adopted. Voting "Aye" Humphryes, Bowman, Carns, Collins and Smoot.

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Jul-20-2010-673

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be authorized to execute the following contract between Jefferson County, Alabama and Youth Leadership Forum of Birmingham. (Non-Departmental)

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and Youth Leadership Forum of Birmingham (hereinafter called the "Contractee").

W I T N E S S E T H:

WHEREAS, the County desires to develop and promote County resources; and

WHEREAS, the County recognizes the youth of today as the leadership of tomorrow and recognizes youth as resources of the County; and

WHEREAS, the County Commission has determined that it is in the public interest to engage the Contractee to assist in the development and promotion of said County resources.

NOW, THEREFORE, IN CONSIDERATION of the premises and the obligation of the parties hereinafter set forth, the parties agree as follows:

1. The term of this Agreement shall begin upon execution of this contract and end September 30, 2010.
2. The County shall pay to the Contractee a lump sum payment of \$1,250 upon execution of this contract.
3. The Contractee shall provide the following services:
  - a. Present in-depth programs that will acquaint area high school sophomores and juniors with community needs, opportunities, problems and resources and allow interaction with community leaders and decision makes through the Youth Leadership Forum of Birmingham.

ANY PASS-THROUGH FOR OTHER USE OR PURPOSE IS **PROHIBITED**.

4. The Contractee shall deliver to the Jefferson County Finance Department a detailed report describing the use of the funds and program benefits no later than 60 days following the expenditures or by September 30, 2010 whichever shall first occur.
5. The Contractee shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by Contractee for a period of not less than three (3) years from termination of the fiscal year set out above.
6. Contractee and the Contractee representative signed below, certify by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement shall be passed-through to another entity or individual that is not specifically identified or described in the Scope of Work of this agreement.
7. Contractee and the Contractee 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 Contractee 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.
8. Any violation of this certification shall constitute a breach and default of this Agreement which shall be cause for termination. Upon such termination Contractee 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 this Agreement to be executed by their duly authorized representatives on the dates reflected below.

JEFFERSON COUNTY, ALABAMA

Betty Fine Collins, President  
Jefferson County Commission  
Youth Leadership Forum of Birmingham  
Barbara L. Blair, Executive Director

Motion was made by Commissioner Bowman seconded by Commissioner Carns that the above resolution be adopted. Voting "Aye"  
Bowman, Carns, Collins, Humphries and Smoot.

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Jul-20-2010-674

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be authorized to execute the following contract between Jefferson County, Alabama and Jefferson County Board of Education. (Non-Departmental)

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and Jefferson County Board of Education (hereinafter called the "Contractee").

W I T N E S S E T H:

WHEREAS, the County recognizes that children are valuable resources of the County; and

WHEREAS, the County recognizes that quality education and exposure to educational, recreational and cultural experiences for children generate substantial social and healthful activity and improves and enhances the quality of life in Jefferson County; and

WHEREAS, the County Commission has determined that it is in the public interest to engage the Contractee to assist in the development and promotion of said County resources.

NOW, THEREFORE, IN CONSIDERATION of the premises and the obligation of the parties hereinafter set forth, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end September 30, 2010.
2. The County shall pay to the Contractee a lump sum payment of \$2,500 upon execution of this contract.
3. The Contractee shall provide the following services:
  - a. Provide funds purchase a computer cabinet for Clay Elementary Portable Computer Lab.

ANY PASS-THROUGH FOR OTHER USE OR PURPOSE IS **PROHIBITED**.

4. The Contractee shall deliver to the Jefferson County Finance Department a detailed report describing the use of the funds and program benefits no later than 60 days following the expenditures or by September 30, 2010 whichever shall first occur.
5. The Contractee shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by Contractee for a period of not less than three (3) years from termination of the fiscal year set out above.
6. Contractee and the Contractee representative signed below, certify by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement shall be passed-through to another entity or individual that is not specifically identified or described in the Scope of Work of this agreement.
7. Contractee and the Contractee 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 Contractee 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.
8. Any violation of this certification shall constitute a breach and default of this Agreement which shall be cause for termination. Upon such termination Contractee 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 this Agreement to be executed by their duly authorized representatives on the dates reflected below.

JEFFERSON COUNTY, ALABAMA  
Betty Fine Collins, President  
Jefferson County Commission  
Jefferson County Board of Education

Dr. Phil Hammonds, Superintendent

Motion was made by Commissioner Bowman seconded by Commissioner Carns that the above resolution be adopted. Voting "Aye" Bowman, Carns, Collins, Humphries and Smoot.

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Jul-20-2010-675

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be authorized to execute the following contract between Jefferson County, Alabama and City of Irondale. (Non-Departmental)

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and City of Irondale (hereinafter called the "Contractee").

W I T N E S S E T H:

WHEREAS, the County Commission desire to develop and promote County resources; and

WHEREAS, the County recognizes education of its citizenry as one of the most valuable resources of the County; and

WHEREAS, the County recognizes that a quality education and exposure to educational experiences enhances the vale of its citizens to themselves and to the community; and

WHEREAS, the County Commission has determined that it is in the public interest to engage the Contractee to assist in the development and promotion of said County resources.

NOW, THEREFORE, IN CONSIDERATION of the premises and the obligation of the parties hereinafter set forth, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end September 30, 2010.
2. The County shall pay to the Contractee a lump sum payment of \$5,000 upon completion and execution of this contract.
3. The Contractee shall provide the following services:
  - a. Provide funds to purchase up to date library materials.

ANY PASS-THROUGH FOR OTHER USE OR PURPOSE IS **PROHIBITED**.

4. The Contractee shall deliver to the Jefferson County Finance Department a detailed report describing the use of the funds and program benefits no later than 60 days following the expenditures or by September 30, 2010 whichever shall first occur.

5. The Contractee shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by Contractee for a period of not less than three (3) years from termination of the fiscal year set out above.

6. Contractee and the Contractee representative signed below, certify by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement shall be passed-through to another entity or individual that is not specifically identified or described in the Scope of Work of this agreement.

7. Contractee and the Contractee 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 Contractee 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.

8. Any violation of this certification shall constitute a breach and default of this Agreement which shall be cause for termination. Upon such termination Contractee 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 this Agreement to be executed by their duly authorized representatives on the dates reflected below.

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

City of Irondale

Tommy Joe Alexander, Mayor

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

Bowman, Carns, Collins, Humphryes and Smoot.

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Jul-20-2010-676

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be authorized to execute the following contract between Jefferson County, Alabama and Bessemer Academy. (Non-Departmental)

This Agreement, by and between Jefferson County, Alabama (hereinafter called the "County"), and Bessemer Academy (hereinafter called the "Contractee").

W I T N E S S E T H:

WHEREAS, the County recognizes that children are valuable resources of the County; and

WHEREAS, the County recognizes that quality education and exposure to educational, recreational and cultural experiences for children generate substantial social and healthful activity and improves and enhances the quality of life in Jefferson County; and

WHEREAS, the County Commission has determined that it is in the public interest to engage the Contractee to assist in the development and promotion of said County resources.

NOW, THEREFORE, IN CONSIDERATION of the premises and the obligation of the parties hereinafter set forth, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end September 30, 2010.
2. The County shall pay to the Contractee a lump sum payment of \$10,000 upon execution of this contract.
3. The Contractee shall provide the following services:
  - a. Provide funds for the renovation of the classrooms.

ANY PASS-THROUGH FOR OTHER USE OR PURPOSE IS **PROHIBITED**.

4. The Contractee shall deliver to the Jefferson County Finance Department a detailed report describing the use of the funds and program benefits no later than 60 days following the expenditures or by September 30, 2010 whichever shall first occur.

5. The Contractee shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by Contractee for a period of not less than three (3) years from termination of the fiscal year set out above.

6. Contractee and the Contractee representative signed below, certify by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement shall be passed-through to another entity or individual that is not specifically identified or described in the Scope of Work of this agreement.

7. Contractee and the Contractee 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 Contractee 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.

8. Any violation of this certification shall constitute a breach and default of this Agreement which shall be cause for termination. Upon such termination Contractee 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 this Agreement to be executed by their duly authorized representatives on the dates reflected below.

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

Bessemer Academy

Julie Kelly, Head Master

Motion was made by Commissioner Bowman seconded by Commissioner Carns that the above resolution be adopted. Voting "Aye"  
Bowman, Carns, Collins, Humphryes and Smoot.

Jul-20-2010-677

BE IT RESOLVED by the Jefferson County Commission that the Commission, District 1 annual salary for each of the following positions be changed as follows effective July 6, 2010: Appointed Confidential Secretary - County Commission (classification #094601) be increased from \$58,000.00 to \$66,000.00; Appointed Administrative Secretary - County Commission (classification #094602) be decreased from \$55,099.20 to \$56,000.00; and Appointed Administrative Assistant - County Commission (classification #094628) be increased from \$82,000.00 to \$73,000.00.

Motion was made by Commissioner Bowman seconded by Commissioner Humphryes that the above resolution be adopted. Voting "Aye" Bowman, Humphryes, Carns, Collins and Smoot.

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Jul-20 -2010-678

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be authorized to execute a "Hold Harmless and Indemnification Agreement" between Jefferson County and Crawford Grading and Pipeline, Inc., regarding the upgrade of Coosa Avenue Pump Station and connection to the Jefferson County Sanitary Sewer.

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

WHEREAS, Leeds Retail Center, LLC is in the process of developing a 520,000 square foot retail/commercial shopping center (The Shops of Grand River) in the city of Leeds in Jefferson County; and

WHEREAS, Leeds Retail Center, LLC desires connecting said shopping center to the Jefferson County sanitary sewer collection system (Leeds sewer system); and

WHEREAS, the proposed domestic sewage to be generated by said shopping center would be conveyed to the County's existing Coosa Avenue pump station; and

WHEREAS, said pump station in its current state does not have sufficient capacity to accommodate the proposed domestic sewage flow rate to be generated by said shopping center; and

WHEREAS, an upgrade to said pump station will be necessary to accommodate the proposed domestic sewage flow rate before any sewer connections associated with the shopping center can be approved; and

WHEREAS, the County is agreeable to the upgrade of said pump station provided a pre-qualified contractor with the County Environmental Services Department is hired/secured to perform said pump station upgrade as well as Leeds Retail Center, LLC agreeing to pay all costs associated with the upgrade; and

WHEREAS, Leeds Retail Center, LLC is contracted with Hoar Construction, LLC for the construction of said shopping center as well as for the installation and construction of a sanitary sewer wet well, with all necessary piping and controls that are required for the necessary upgrade of said County's existing Coosa Avenue pump station; and

WHEREAS, Crawford Grading and Pipeline, Inc. is a subcontractor to Hoar Construction, LLC and that said Crawford Grading and Pipeline, Inc. is pre-qualified with the County's Environmental Services Department to perform the necessary work to upgrade said pump station and will be performing the pump station upgrade work; and

WHEREAS, Leeds Retail Center, LLC and Crawford Grading and Pipeline, Inc. both agree to indemnify Jefferson County and to certain other requirements, hereinafter set forth.

WITNESSETH:

IN CONSIDERATION OF THE PREMISES HEREOF the parties agree as follows:

- I. Jefferson County shall provide access to the Coosa Avenue Pump Station Site for Crawford Grading and Pipeline, Inc. to install/construct said sanitary sewer wet well, piping and controls (pump station upgrades).
- II. Leeds Retail Center, LLC and Crawford Grading and Pipeline, Inc. both further agree to:
  - A. Indemnify and hold harmless Jefferson County, its elected officials, successors, employees, agents and attorneys from any and all damages, claims or suits of any nature in any way whatsoever arising as a result of said pump station upgrade work. This indemnification and hold harmless includes furnishing a defense to any such claim or suit and paying promptly in full any such judgment, costs, expenses or charges relating thereto that may result. Insurance certificates shall be required as well as provided by/held by Crawford Grading and Pipeline, Inc. and made available to Jefferson County before construction begins in the amounts of a)\$1,000,000 for each occurrence involving bodily injury or property damage; b) \$2,000,000 general aggregate. Crawford Grading and Pipeline, Inc. agrees to name Jefferson County Commission as an insured party in the insurance certification section of the foregoing insurance policies.
  - B. Accept full responsibility for any and all damages to the County's Coosa Avenue Pump Station and to the subject property

on which it resides as a result of said pump station upgrade work. Extreme caution must be exercised so as to not damage the pump station. If any damage is done to said pump station during the process of said pump station upgrade work, it will be the responsibility of Crawford Grading and Pipeline, Inc. to provide and pay all costs for a Jefferson County Environmental Services Department pre-qualified contractor to perform any and all necessary repair(s) to said pump station and/or related sewers including bypass pumping and ancillary cost, at the County's direction. Furthermore, in the event of any damage to said pump station as a result of the performance of said pump station upgrade work, Crawford Grading and Pipeline, Inc. must provide a performance bond sufficient in amount to pay for the repair(s) and/or replacement of said pump station and related sewers.

C. Not to impede the County's ability to maintain or operate the Coosa Avenue Pump Station and related sewers on subject property.

D. Be responsible for any and all damages to subject property as a result of the performance of said pump station upgrade work, including but not limited to, landscaping and grass and to restore it back to its current condition prior to the performance of said pump station upgrade work.

E. Jefferson County Environmental Services Department must approve any temporary altering to said sanitary sewer pump station property if said temporary altering is necessary.

F. To protect all adjacent properties from any soil erosion, as well as trash or debris caused by the construction activities relating to said pump station upgrade work.

G. Not to use pump station site for storage (no vehicles, equipment, construction materials, dirt, rock and/or stone, debris, etc.) other than what is necessary for the performance of said pump station upgrade work.

H. Be responsible for any costs of the cleanup of any sewage spill(s) that may occur as a result of damage to said pump station and related sewers as a result of the performance of said pump station upgrade work as well as be responsible for any fines assessed by the Alabama Department of Environmental Management and the U. S. Environmental Protection agency that are related to said spill(s).

I. Be responsible for any traffic control necessary for the safe ingress and egress of said pump station site and comply with all federal, state and local laws, rules, regulations and ordinances applicable to said pump station upgrade work.

J. Be responsible for contacting the Jefferson County Environmental Services Department-Pump Station Operations Division (Vince Melton 942-7385) at a minimum of one week prior to any scheduled work on said property and sewer facilities.

K. A Jefferson County Environmental Services Department Inspector must be on site at all times when the performance of said pump station upgrade work is taking place. Crawford Grading and Pipeline, Inc. is responsible for contacting the County to schedule inspection(s). Any of said work performed that has not been inspected by the County's Environmental Services Department is at the risk to Crawford Grading and Pipeline, Inc. of being rejected by the County as well as Crawford Grading and Pipeline, Inc. being responsible for any cost as a result of the rejection of any of said work.

L. Be responsible for any costs whatsoever including but not limited to construction, damages, lawsuits, environmental fines associated with this agreement as it relates to said pump station upgrade work at no cost to the County.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Jefferson County Commission

LEEDS RETAIL CENTER, LLC

\_\_\_\_\_, Vice President

CRAWFORD GRADING AND PIPELINE, INC.

\_\_\_\_\_, Vice President

Motion was made by Commissioner Humphries seconded by Commissioner Carns that the above resolution be adopted. Voting "Aye" Humphries, Carns, Bowman, Collins and Smoot.

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Thereupon the Commission Meeting was adjourned to meet Tuesday, July 27, 2010, at 10:00 a.m. in Commission Chambers.

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President

ATTEST

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Minute Clerk