

STATE OF ALABAMA)

JEFFERSON COUNTY) January 17, 2013

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

District 1 - George F. Bowman

District 2 - Sandra Little Brown

District 3 - James A. (Jimmie) Stephens

District 4 - Joe Knight

District 5 - David Carrington

Motion was made by Commissioner Stephens seconded by Commissioner Brown that the Minutes of December 20, 2012, be approved. Voting "Aye" Stephens, Brown, Bowman, Carrington and Knight.

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The Commission met in Work Session on January 15, 2013, and approved the following items to be placed on the January 17, 2013, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Items 1 through 6 plus two items added to agenda.
- Commissioner Brown, Community Service and Roads and Transportation Committee Items 1 through 23.
- Commissioner Carrington, Administrative Services Committee - Items 1 through 24.
- Commissioner Knight, Land Planning and Development Services, Emergency Management Agency, Board of Registrars and Courts, Inspection Services Committee Items 1 through 12.
- Commissioner Stephens, Finance & Information Technology Committee Items 1 through 15, excluding #9.

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Jan-17-2013-1

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

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

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

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

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

Z-2012-025 United States Steel Corporation, owner; Stephen Blankenship, agent. Change of zoning on Parcel ID# 36-27-0-0-part of 1 in Section 27 Twp 19 Range 6 West from I-3 (Industrial) to I-3(S) (Strip Mining) for expansion of strip mining operations. (Case Only: 5800 Sealy Ann Mountain Road; Adger, AL 35006) (ADGER) (40 Acres M/L)

Motion was made by Commissioner Knight seconded by Commissioner Stephens that Z-2012-025 be approved. Voting "Aye" Knight, Stephens, Bowman, Brown and Carrington

Z-2012-028 Floyd Trotter, Derrick and Annie Shepard, Jannette Williams, Lester King, and Roosevelt and Vilee Ford owners; Derrick and

Annie Shepard, agents. Change of zoning on Parcel ID#s 38-07-2-4-1, 2, 3, 4, 10, 6, 7, & 8 in Section 07 Twp 19 Range 4 West from R-2 (Single Family) to R-6 (Single Family) to allow for manufactured homes in addition to single family dwellings. (Case Only: 4835, 4849, 4857, 4853, 4875, 4885, and 4901 Bessemer Johns Road and 4950 Kings Lane; Bessemer, AL 35023) (WEST HIGHLANDS)(12.8 Acres M/L)

RESTRICTIVE COVENANTS: No more than two (2) manufactured or mobile homes shall be permitted.

Motion was made by Commission Stephens seconded by Commissioner Brown that Z-2012-028 be approved subject to filing of covenant. Voting "Aye" Stephens, Brown, Bowman, Carrington and Knight.

Z-2012-029 Triple P Corporation and Milton Pate owners; Milton Pate, applicant. Change of zoning on Parcel ID# 31-15-3-0-22.7 (pt.) & 22.8 (pt.); Lots 5 and 6 of J.A. Creel's Subdivision in Section 16 Twp 18 Range 5 West from R-1 (Single Family) to A-1 (Agriculture) to consolidate the zoning an the lots of record. (Case Only: 7621 and 7631 15<sup>th</sup> Street Road; Bessemer, AL 35023) (ROCK CREEK)(2.24 Acres M/L)

Motion was made by Commissioner Stephens seconded by Commissioner Knight that Z-2012-029 be approved. Voting "Aye" Stephens, Knight, Bowman, Brown and Carrington.

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Jan-17-2012-2

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

Laura P. Hill, Sheriff's Office was granted a military leave of absence from August 11, 2011 to August 30, 2011 and the amount of pension contributions due Laura P. Hill is \$176.83 plus the County matching contributions of \$176.83 for a total of \$353.66.

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

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Jan-17-2013-3

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment 1 to the agreement between Jefferson County, Alabama (original contract between John S. Young, Jr., LLC) and Mission Communications, LLC to provide maintenance and support services for pump station remote monitoring for the period September 1, 2012 - September 30, 2013 in the amount of \$41,743.50.

CONTRACT NO.: 4640

Contract Amendment 1

This Amendment to Contract between John S. Young, Jr. LLC, and Mission Communications, LLC. to provide "Maintenance and Support Services for Pump Station Remote Monitoring is amended as follows:

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

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

The original contract was between the John S. Young, Jr. LLC and Mission Communications, LLC and was approved by the Jefferson County Commission on December 22, 2011 and recorded in the MB 162, Page 480-483; the contract is now between the Jefferson County Commission, as Party of the First Part, and Mission Communications, LLC., as Party of the Second Part.

3. AMEND TERM: September 1, 2012-September 30, 2013

4. COMPENSATION: \$41,743.50

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

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

Jefferson County Commission

CONTRACTOR

Matt Crousillac, Central Regional Manager - Mission Communications, LLC.

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

Stephens, Brown, Bowman, Carrington and Knight.

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Jan-17-2013-4

WHEREAS, in accordance with The Code of Alabama 1975 Section 39-2-2(b), an awarding authority may let contracts for public works involving fifty thousand dollars (\$50,000) or less with or without advertising for sealed bids; and

WHEREAS, proposals for the Groundwater Monitoring Well Installation at the Former Shannon Landfill were solicited by Jefferson County Environmental Services from four (4) companies that specialize in groundwater monitoring well installation; and

WHEREAS, request for proposals for the Groundwater Monitoring Well Installation at the Former Shannon Landfill were received on July 26, 2012 and opened on July 27, 2012; and

WHEREAS, only one company, Technical Drilling Services, Inc., responded to the Request for Proposals and is listed as follows:

Contractor	Amount Bid
1. Technical Drilling Services, Inc.	\$ 25,798.45

WHEREAS, the proposal has been checked and certified by Engineering Service Associates, Inc., reviewed by the Environmental Services staff and determined to be a fair and reasonable price for the scope of work. Therefore, it is recommended that the contract award be made to Technical Drilling Services, Inc., based on the submission of their bid in the amount of \$25,798.45.

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

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

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Jan-17-2013-5

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 1 to the agreement between Jefferson County, Alabama and Accelerated Technology Laboratories, Inc. to provide maintenance and software support for the Laboratory Information Management System for the period December 15, 2012 - December 14, 2013 in the amount of \$11,006.94.

CONTRACT NO.: CON00004577

Contract Amendment No. I

This Amendment to Contract entered into the 1 st day of November 2012, between Jefferson County, Alabama, hereinafter referred to as "the County, and Accelerated Technology Laboratories, Inc., hereinafter referred to as the "Contractor" to provide maintenance and software support for Laboratory Information Management System.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

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

The original contract between the parties referenced above, was approved by the Commission on August 10, 2010, Minute Book 160, Page(s) 281-283., is hereby amended as follows:

TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:

December 15, 2012 through December 14, 2013.

To incorporate quotation # 13690 dated October 5, 2012 in the amount of \$11,006.94.

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

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

Accelerated Technology Laboratories, Inc.

Thomas McLean

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

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Jan-17-2013-6

WHEREAS, Jefferson County, Alabama has conducted a lawful and competitive bidding process for the Sanitary Sewer Evaluation Study for Collection System Asset Management Program, such bids having been opened on Wednesday, November 7, 2012 and listed as follows:

Contractor	Amount Bid
1. Video Industrial Services, Inc.	\$749,487.60
2. Compliance EnviroSystems	\$876,105.80
3. Visu-Sewer, Inc.	\$928,387.90

WHEREAS, after tabulation and certification by Hazen and Sawyer, P.C, it has been recommended that the contract for the Sanitary Sewer Evaluation Study for Collection System Asset Management Program be awarded to Video Industrial Services, Inc., in the amount of \$ 749,487.60.

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

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

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Jan-17-2013-7

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute Change Order No. 1 to the Shades Transfer Rehabilitation, Phase I contract between Jefferson County, Alabama and Layne Inliner, LLC, f/k/a Reynolds Inliner, LLC. The Change Order modifies the scope of work to include only those items of repair work that occurred within the physical construction of the project. The Change Order reduces the contract amount \$316.69, from \$4,278,490.00 to \$4,278,173.31 and changes the contract time from one hundred eight (180) calendar days to three hundred twenty-five (325) days.

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

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Jan-17-2013-8

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute an Agreement to provide professional engineering services for the Alabama Emergency Management Agency Hazard Mitigation Grant Program Jefferson County Environmental Services - Generators in the amount of \$85,000 between Jefferson County, Alabama and Krebs Architecture & Engineering, Inc. This Agreement provides for the design engineering and construction management for the installation of backup generator power at nine (9) of the County's sanitary sewer pump stations. A portion of the Agreement costs are reimbursable by the Alabama Emergency Management Agency.

#### AGREEMENT

To Provide Professional Engineering Services For The  
Alabama Emergency Management Agency Hazard Mitigation Grant Program  
Jefferson County Environmental Services - Generators

This AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between Jefferson County Commission, Jefferson County, Alabama party of the first part, hereinafter referred to as the "COUNTY", and Krebs Architecture & Engineering, Inc., as party of the second part, hereinafter referred to as the "CONSULTANT".

WHEREAS, the said CONSULTANT has agreed and by these presents does agree with the COUNTY for the consideration hereinafter mentioned, with payment to be administered by the COUNTY, to accomplish the development of Contract Documents for the installation of generators at Sanitary Sewer Pump Stations 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 consists of the development of contract documents for the installation of emergency power generators at nine (9) sewage lift stations as outlined in the Alabama Emergency Management Agency (AEMA) Generator Grant Application numbers 1 and 2, dated October, 2011.

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

The CONSULTANT will perform the following engineering services:

The scope of work includes the following sewage lift stations, which based on grant funding from AEMA, will be divided into two (2) separate sets of construction documents:

##### Phase I

1. Don Berri Apartments Lift Station
2. Trace Ridge Lift Station
3. Parkway Lift Station
4. Walker Avenue Lift Station

##### Phase II

1. Coosa Avenue Lift Station
2. Dean Drive Lift Station
3. Moss Lane Lift Station
4. Chapel Drive #2 Lift Station
5. Oakwood Avenue Lift Station

Preparation of bid packages for each phase will include the following:

##### Design Services

1. Performance of field surveys for engineering design; not property surveys for easements or conveyance of ownership
2. Detailed design of improvements
3. A maximum of two (2) design meetings with the COUNTY's staff concerning the project design.
4. Preparation of Plans, Specifications and Contract Documents
5. Preparation of design report and estimates of probable cost of construction
6. Review of Plans and Specifications with the COUNTY and/or the person designated by the COUNTY to act in such review capacity
7. Furnishing to the appropriate agencies and other governmental agencies having jurisdiction, the number of sets of Plans and Specifications required for review purposes
8. Securing from the appropriate agencies permission to construct the proposed project; and furnishing to the COUNTY two (2) sets of prints.

##### Bid Period Services

After the Plans and Specifications for each respective phase has been approved by the appropriate agencies, the CONSULTANTS will furnish the following services through the award of the Contract for the project:

1. Mail copies of the "Advertisement for Bids" to those contractors engaged in the type of construction work contemplated in order to maximize development of interest in the project (the COUNTY shall pay the cost of inserting the "Advertisement for Bids" in newspapers, construction journals, etc)
2. Issue Plans, Specifications and Contract Documents to those contractors requesting such Plans, Specifications and Contract Documents
3. Furnish a representative for attendance at the opening of Bids
4. Check, tabulate and evaluate bids received
5. Make recommendations to the COUNTY regarding the award of the construction contract
6. Prepare five (5) sets of construction contract documents for execution by the COUNTY and the successful contractor, hereinafter called the "CONTRACTOR", to whom the award is made
7. Furnish a representative for attendance at the award conference (if such award conference should be required).

##### Construction Administration Services

Construction Administration services are based on a 120 day construction period for Phase I and a 150 day construction period for Phase II. During the progress of the construction work the CONSULTANTS will furnish the following services:

1. The CONSULTANT will furnish a representative for attendance at the preconstruction conference
2. Before the initiation of construction work on the project, will provide horizontal and vertical control (reference points and bench marks) for use by the CONTRACTOR in his layout of the work.
3. Provide general engineering review of the work through a project manager or project engineer, who will make a site review of the work a maximum of once (1) a week as construction of the project progresses
4. Assist COUNTY in coordination of submission of CONSULTANT and CONTRACTOR invoices and CONTRACTOR payroll information.
5. Prepare and submit quarterly project progress report to AEMA using their standard forms.
6. Attend quarterly site visits with AEMA personnel.
7. Review and forward to the COUNTY one (1) copy each of shop drawings, equipment drawings, material specifications and working drawings submitted by the Contractor
8. Review and forward to the COUNTY one (1) copy each of laboratory, shop and mill test reports submitted by the Contractor
9. Note and report to the COUNTY any observed deviations from the intent of the Plans and Specifications, and recommend to the COUNTY any appropriate action to be taken by the COUNTY;
10. Prepare and present to the COUNTY for payment the periodic and final estimates of work performed on the project
11. Prepare a "punch list" of items of work, if any, to be corrected by the Contractor
12. Attend close-out site visit with AEMA.
13. Prepare for submittal to the COUNTY a final report on the Project.

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

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

It is understood that the COUNTY will:

1. Pay for any mill, shop and laboratory inspections and tests of materials, equipment, coatings, etc.
2. Assist the CONSULTANT by placing at their disposal all available information pertinent to the site of the project, including previous drawings, submittal documents, reports and any other data relative to the condition of the site.
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. Provide access to and make all provisions for the CONSULTANT to enter upon public and private lands as required for the CONSULTANT to perform its work under this AGREEMENT.
5. Pay for specialized geological studies, laboratory tests, concrete tests, or other such analyses, special reports or reports recommended by the CONSULTANT and deemed to be necessary by the COUNTY.
6. Pay for appearances before courts or boards regarding litigation related to the project(s), and/or preparatory work required in connection with such matters. Appearances before courts or boards regarding litigation related to errors or omissions of the CONSULTANT which result in legal proceedings against the COUNTY shall not be charged to the COUNTY, and shall not be items eligible for payment by the COUNTY.
7. Examine studies, reports, sketches, opinions of probable cost of construction, proposals, and other documents presented by the CONSULTANT, and shall render decisions in writing pertaining thereto within a reasonable time so as not to delay the services of the CONSULTANT.
8. Give prompt written notice to the CONSULTANT whenever the COUNTY observes, or otherwise becomes aware of, any defect in the performance of engineering services.
9. Prepare all deeds for rights-of-way acquisition, and negotiate for and secure ownership of all required properties and easements from property owners affected.
10. Assume all costs of archaeological and vegetative studies if required.
11. Assume all costs of public hearing 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 will be held at the request of either the COUNTY or the CONSULTANT to discuss matters pertinent to any phase of this project(s). The maximum number of meetings is described in SECTION 1 above.
2. Request for visits to the site may be made by the COUNTY or by the CONSULTANT in conjunction with any other party or parties. The maximum number of meetings is described in SECTION 1 above.

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

1. The CONSULTANT agrees to commence performance of services outlined under Article I of this AGREEMENT immediately 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.

2. The work to be performed shall be completed within 18 months. Should delays attributable to causes beyond the control of the CONSULTANT be encountered, such as would extend the contract work beyond the agreed upon period, the COUNTY may adjust the amount of this contract by amendment, so as to reflect the cost of additional expense items and additional fee, if any, arising from the change.

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

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

#### ARTICLE III - PAYMENT

##### SECTION 1

For services performed by the CONSULTANT under this AGREEMENT, and as full and complete compensation therefor, 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, for Phase I, Design Period Services, compensation shall be computed on the basis of a Lump Sum contract to be paid by monthly invoice based on the percentage of contract that is complete. The contract shall be a cost of Twenty-four thousand dollars (\$24,000.00). This contract amount shall not be exceeded except by formal amendment to this agreement.

For the work contemplated under Article I, Section 1, for Phase II, Design Period Services, compensation shall be computed on the basis of a Lump Sum contract to be paid by monthly invoice based on the percentage of contract that is complete. The contract shall be a cost of Twenty-six thousand dollars (\$26,000.00). This contract amount shall not be exceeded except by formal amendment to this agreement.

For the work contemplated under Article I, Section 1, for Phase I, Bid Period Services and Construction Administration Services, 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 Seventeen Thousand Dollars (\$17,000.00). This contract amount shall not be exceeded except by formal amendment to this agreement.

For the work contemplated under Article I, Section 1, for Phase II, Bid Period Services and Construction Administration Services, 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 Eighteen Thousand Dollars (\$18,000.00). 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 thirty (30) days of receipt of the Consultant's payment request by the County Finance Department.

##### SECTION 2

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

#### ARTICLE IV - MISCELLANEOUS PROVISIONS

##### SECTION 1 - CHANGE OF WORK

If, during the term of this AGREEMENT, additional services are required of the CONSULTANT other than those specified above, or major changes in the work become necessary or desirable, the 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 shall within 10 days notify the COUNTY in writing. 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 will be made on a proportional basis.

##### SECTION 2 - OWNERSHIP OF ENGINEERING DOCUMENTS

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

and other engineering data furnished to the COUNTY by the CONSULTANT shall bear thereon the endorsement of the CONSULTANT. All data collected and prepared or generated under this agreement between the CONSULTANT and the COUNTY shall be the property of the COUNTY and shall not be released to any other party without the consent of the Director of Environmental Services.

#### SECTION 3 - CONSULTANT'S ENDORSEMENT

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

#### SECTION 4 - DELAYS AND EXTENSIONS

1. In the event that unavoidable delays prevent completion of the services to be performed under this AGREEMENT in the time specified in ARTICLE II - TIME OF BEGINNING AND COMPLETION, the COUNTY may grant a time extension to any or all phases of the work, provided written application is made by the CONSULTANT within 10 days after the alleged delay has occurred. Any time extension for work authorized will be based on the ratio that the additional compensation bears to the original fee and time limit.

2. In the event that the COUNTY determines that the delays are avoidable and time extensions are not granted, the CONSULTANT may be subject to a liquidated damages charge of \$100 per day for each calendar day exceeding the time specified in Article II.

#### SECTION 5 - TERMINATION OR ABANDONMENT

1. The COUNTY shall have the right to abandon or terminate this AGREEMENT or to amend this 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 this 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 this AGREEMENT does not provide a lump sum amount, final compensation to the CONSULTANT shall be determined by the COUNTY, confirming all reimbursable costs incurred for satisfactory work performed by the CONSULTANT prior to the termination of the AGREEMENT, less any payments previously made.

#### SECTION 6 – TERMINATION OF CONTRACT FOR BREACH

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

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

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

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

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

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

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

#### SECTION 7 - CONTROVERSY

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

#### SECTION 8 - RESPONSIBILITY FOR CLAIMS AND LIABILITY



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

CONSULTANT agrees to indemnify, hold harmless and defend the COUNTY and the Jefferson County Commission, Jefferson County Alabama, its elected officials, 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 attorneys' fees, for liability claimed against or imposed upon the 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 obligation of the CONSULTANT included in this AGREEMENT, negligent acts, errors or omissions including engineering design even though such injuries, or death or damage to property is claimed to be due to the negligent acts, errors or omissions of the CONSULTANT, his subcontractors; the contractor, his subcontractors; the COUNTY, its elected officials, officers or employees. Nothing contained in this paragraph should be construed to obligate CONSULTANT to indemnify the COUNTY for its own negligence, the negligence of its contractors, or subcontractors, or others.

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

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

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

#### SECTION 9 - GENERAL COMPLIANCE WITH LAWS

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

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

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

#### SECTION 11 - EMPLOYMENT OF COUNTY WORKERS

1. The CONSULTANT shall not engage, on full or part time or other basis, during the period of this AGREEMENT, any professional or technical personnel who are or have been at any time during the period of this AGREEMENT in the employ of the COUNTY except regularly retired employees, without written consent of the COUNTY.
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 or employee of the COUNTY or the COUNTY shall be admitted to any share or part of this AGREEMENT, or to any benefit that may arise there from, except the use of the facility being designed as enjoyed by the general public.

#### SECTION 12 - CONTROL

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

#### SECTION 13 - CONDITIONS AFFECTING WORK

1. The CONSULTANT shall be responsible for having taken steps reasonably necessary to ascertain the nature, location, scope, and type

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

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

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

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

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

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

#### SECTION 14 - GOVERNING LAW/DISPUTE RESOLUTION

The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, material and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by laws of the State of Alabama, without giving effect to the conflict of laws rules thereof. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County Alabama, Birmingham Division.

#### SECTION 15 – ALABAMA CODE SECTION 31-13-9

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

### ARTICLE V

#### SECTION 1 - EXECUTORY CLAUSE

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

B. The CONSULTANT, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself in a manner consistent with such status, that he will neither hold himself out as, nor claim to be an officer or employee of the COUNTY or 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, Krebs Architecture & Engineering, Inc. on the day of \_\_\_\_\_, 2012, and the COUNTY on the day of \_\_\_\_\_, 2012.

Krebs Architecture & Engineering, Inc.  
Gary L. Huffman, Senior Vice President  
Krebs Architecture & Engineering, Inc.

RECOMMENDED:

Jefferson County Environmental Services Department  
David Denard, Director

ATTEST:  
Minute Clerk

JEFFERSON COUNTY COMMISSION  
W.D. Carrington, President

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

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Jan-17-2013-9

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 Revere Control Systems, Inc., in the amount of \$88,400.00 to provide software and programming conversions needed to replace existing control system that operates the sludge dewatering system at the Valley Creek Wastewater Treatment Plant.

Agreement to Provide Professional Services for the Valley Creek WWTP Dewatering Controls Upgrade

This AGREEMENT, made this the \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between Jefferson COUNTY, in the State of Alabama as Party of the First Part, hereinafter referred to as the COUNTY, and Revere Control Systems, Inc. (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 Professional Services for the Valley Creek WWTP Dewatering Controls Upgrade project as outlined in the Scope of Work.

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

ARTICLE I – SCOPE OF WORK

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

This scope of work consists of the conversion of software and programming needed to replace the antiquated and unsupported existing PLC-5's with replacement Compact Logic units and the existing PanelViews with new PanelView Plus units and match the existing functionality of the old system.

SECTION 1 – OBLIGATION OF CONSULTANT TO COUNTY

The CONSULTANT will perform the following professional services:

1. Visit the Valley Creek WWTP and coordinate with the operational staff to define the functionality of the existing dewatering controls and develop a plan for the new control system.
2. Develop and deliver engineering submittals for the new system.
3. Perform automatic software conversion, as much as possible, from existing PLC-5's to replacement Compact Logix. The balance of required programming will be manually written into the new PLC's to provide the existing functionality.
4. Perform automatic software conversion, as much as possible, from existing PanelViews to new PanelView plus and provide manual set-up and programming to match the existing functionality.
5. Provide Drawings / Design for PLC-5 replacement with one CompactLogix in existing enclosure.
6. Provide Drawings / Design for PLC-5's with two CompactLogix in existing enclosure.
7. Review the installation of all control panel and field equipment replacement hardware performed by County personnel.
8. Provide O&M manuals, drawings, programs, and all job-related correspondence electronically and provide one hardcopy or CD upon request.

Specifically excluded from the scope of work:

1. Installation, labor or supervision of wiring, cable, conduit, brackets, hangers, anchor bolts, piping fittings or valves.
2. Any aspect of programming labor or design of equipment provided by other vendors except as specified herein.
3. Supply of any goods or services required to resolve any incorrectly designed, supplied or installed equipment or documentation provided by others as part of the contract.
4. Calibration and/or testing of loops or equipment furnished by parties other than Revere Control Systems.
5. Surge suppression except as specifically identified in the 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. Give prompt written notice to the CONSULTANT whenever the COUNTY observes or otherwise becomes aware of any defect in the project.
6. Assume all costs of public hearings, if required.
7. COUNTY will operate any plant equipment as necessary and reasonable to carry out the scope of work.
8. Pay for appearances before courts or boards regarding litigation related to the project(s), and/or preparatory work required in connection with such matters. Appearances before courts or boards regarding litigation related to errors or omissions of the CONSULTANT which result in legal proceedings against the COUNTY shall not be charged to the COUNTY, and shall not be items eligible for payment by the COUNTY.
9. Examine tools, studies, reports, sketches, opinions of probable cost of construction, requests for qualifications, and other documents presented by the CONSULTANT, and shall render decisions in writing pertaining thereto within a reasonable time so as not to delay the services of the CONSULTANT.

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

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

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

1. 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.
2. The work to be performed shall be completed within 120 calendar days of receipt of a Notice 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 ninety day period, the COUNTY may adjust the amount of this contract by amendment, so as to reflect the cost of additional expense items and additional fee, if any, arising from the change.
3. In case the COUNTY deems it advisable or necessary in the execution of the work to make any alteration which will increase or decrease the scope of work outlined in this AGREEMENT, the time limits specified herein may be adjusted in accordance with Article IV, Section 1.
4. The Contract shall remain in full effect until completion of the Scope of Work and acceptance of final payment by the CONSULTANT, up to the maximum 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 cost of eighty-eight thousand four hundred eighty and 00/100 dollars (\$88,400.00). 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 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 data required to be furnished by him under the terms of this AGREEMENT.

##### 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.

##### SECTION 5 – TERMINATION OR ABANDONMENT

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

##### SECTION 6 – TERMINATION OF CONTRACT FOR BREACH

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

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

SECTION 7 – CONTROVERSY

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

SECTION 8 – RESPONSIBILITY FOR CLAIMS AND LIABILITY

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

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

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

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

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

SECTION 9 - GENERAL COMPLIANCE WITH LAWS

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

SECTION 10 - SUBLETTING, ASSIGNMENT OR TRANSFER

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

SECTION 11 - EMPLOYMENT OF COUNTY WORKERS

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

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

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

SECTION 12 – CONTROL

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

SECTION 13 - CONDITIONS AFFECTING WORK

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

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

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

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

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

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

SECTION 14 - GOVERNING LAW/DISPUTE RESOLUTION

The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, material and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by laws of the State of Alabama, without giving effect to the conflict of laws rules thereof. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County Alabama, Birmingham Division.

ARTICLE V

SECTION 1 - EXECUTORY CLAUSE

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

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

ARTICLE VI

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

Revere Control Systems, Inc.

RECOMMENDED:

David Denard, Director of Environmental Services

ATTEST:

JEFFERSON COUNTY COMMISSION

Minute Clerk

W.D. Carrington, President

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

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Jan-17-2013-10

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 Kendal Electric, Inc., in the amount of \$9,960.00 to provide Rockwell Automation Software Support Service for the period of November 13, 2012 to November 28, 2015.

CONTRACT NO. CON00004481

Rockwell Automation Software Support Services

THIS AGREEMENT entered into this 27<sup>th</sup> day of November, 2012, by and between Jefferson County Alabama hereinafter called "the County", and Kendal Electric Inc., called "the Contractor", located at 3317 5<sup>th</sup> Avenue South, Birmingham, AL 35222. The effective date of this agreement shall be November 13, 2012.

WHEREAS, the County desires to contract for Rockwell Automation Software Support services for the Jefferson County Commission, hereinafter called "the Commission"; and

WHEREAS, the Contractor desires to furnish said software support to the County;

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: This contract results from TechConnect Support Quote Number 404139. The quote describes the scope of services called for and representations of the Contractor, thereto. The quote constitutes essential components of this Contract and is incorporated herein by reference. Software Support services will be provided Monday through Friday 8:00 A.M. to 5:00 P.M. local time. Service to include internet and phone support and software upgrades to existing software (existing software is listed in Appendix A). Quote Number 404139 and this CONTRACT document constitute the entire agreement between the parties.
3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render support services to the Environmental Services Department at any time after the effective date of this Contract. The Contract term expires November 28, 2015.
4. COMPENSATION: The Contractor shall be compensated for software support services in the sum of \$9,960.00.
5. PAYMENT TERMS: NET 30
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 the Successful Offeror to subcontract (assign) any portion of this contract, the Successful Offeror will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Successful Offeror must maintain a continuous effective business relationship with the sub-contractor(s) including, but not limited to, regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramification due to nonperformance. Phone support and software upgrades to be provided by Rockwell Automation.
- [sic]8. GOVERNING LAW/DISPUTE RESOLUTION: The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, material and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County Alabama, Birmingham Division.
9. STATEMENT OF CONFIDENTIALITY: Contractor agrees that any information accessed or gained in performance of those duties will be maintained in absolute confidence and will not be released, discussed, or made known to any party or parties for any reason whatsoever, except as required in the conduct of duties required, or where disclosure is required by law or mandated by a court of law.
10. INDEPENDENT CONTRACTOR: The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for all applicable federal, state and local taxes, etc
11. NON-DISCRIMINATION POLICY: Both parties agree that all services rendered under this contract will be done so without regard to race, creed, color, sex, national origin, religion or handicap.
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. **LIABILITY:** The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY. The Contractor will indemnify and hold harmless the COUNTY, its elected officials and its employees from claims, suit, action, damage and cost of every name anti description resulting \_frnm the performance of the Contractor, its agents, subcontractors or employees under this Contract.

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

15. **CANCELLATION FEE:** Any unused portion of this service will be refunded to the County at seventy-five percent.

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

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

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

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

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

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

Jefferson County Commission

W.D. CARRINGTON, PRESIDENT

Kendall Electric, Inc.

Greg Schneck

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

Jan-17-2013-11

WHEREAS, Jefferson County, Alabama entered into an agreement with Neel-Schaffer, Inc., on July 24, 2007, M.B. 154, Page 77, for design of the relocation of an 18 inch force main to accommodate the Alabama Department of Transportation (ALDOT) SR150 Bridge Replacement Project at Shades Creek and CSX Railroad; and

WHEREAS, subsequent site investigation predicts additional construction and therefore require additional engineering and construction management related costs not included in the original agreement, and

WHEREAS, the corrections have been incorporated in a replacement agreement that has been executed by Neel-Schaffer, Inc., and requires approval and execution by the Jefferson County Commission.

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

1. The Agreement of July 24, 2007, M.B. 154, Page 77, between Jefferson County Commission and Neel-Schaffer, Inc., is hereby rescinded; and
2. The corrected agreement between Jefferson County Commission and Neel-Schaffer, Inc. (copy attached) reflecting MAXIMUM AMOUNT PAYABLE FOR PHASE I ENGINEERING \$39,739.54 and MAXIMUM AMOUNT PAYABLE FOR PHASE II ENGINEERING \$75,985.63 and MAXIMUM AMOUNT PAYABLE FOR PHASE III ENGINEERING \$61,681.14 is hereby approved and the President is authorized to execute the replacement agreement on behalf of Jefferson County, Alabama.

ALABAMA DEPARTMENT OF TRANSPORTATION  
(AGREEMENT FOR ENGINEERING SERVICES BY  
CONSULTANT ON UTILITY PROJECTS)

This Agreement is entered into by and between the Owner of the Utility Jefferson County Commission, Jefferson County, Alabama (hereinafter called the OWNER) and Neel-Schaffer, Inc. (hereinafter called the ENGINEER)

Engineer's Phone Number 205-397-3800

W I T N E S S E T H:

That, in consideration of the terms, covenants, and conditions hereinafter set forth, the parties hereto, agree as follows:

I. Description and scope of work:

(a) Preliminary Engineering - The ENGINEER will make all preliminary studies, designs, plans, specifications, and estimates for relocation of the OWNER'S utility facilities that are in conflict with the proposed construction of Alabama Department of Transportation (hereinafter at times referred to as State) Project No. BR-7009(600) in Jefferson County, Alabama; said project being described on the project plans as \_ Bridge Replacement and Associated Roadway Approaches at Shades Creek and the CSX Railroad on SR-150, M.P. 6.4 West of Shades Creek to M.P. 7.1 East of Shades Creek; Grade, Drain, Base, Pave, Signals, and Bridge between Station 316+00 and Station 343+50.

The work will, when requested by the OWNER, include consideration of alternate methods deemed feasible for accomplishing the relocation of the utility facilities or the retention thereof; the purpose being to develop the most economical solution that is feasible in compliance with Code of Federal Regulations 23 CFR 645 and 635, as applicable.

The ENGINEER will also assist the OWNER in soliciting bids, selecting a contractor and awarding the contract when the relocation work is to be accomplished by the lowest responsible bidder. The ENGINEER and the OWNER will comply with the provisions of Code of Federal Regulations 23 CFR 635 and State law, as applicable, when soliciting bids, selecting a contractor, and awarding the contract.

(b) Construction Engineering - Subsequent to approval by the State of the utility relocation plans, contract documents and authorization of award of contract by the OWNER to the lowest responsible bidder, the ENGINEER will perform the engineering and inspection work to assure the performance and completion of the work in accordance with the approved contract plans and specifications, in accordance with all applicable provisions of 23 CFR 645 and 635.

(c) The State of Alabama Department of Transportation Utility Manual, and all applicable provisions of the Federal-Aid Policy Guide, will govern in development of plans and accomplishment of the work on this project. Such Utility Manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.

II. Obligation of OWNER to ENGINEER:

In connection with this work the OWNER will: (1) As far as possible, cooperate with the ENGINEER in making necessary arrangements with public officials and with such individuals as the ENGINEER may need to contact for advice, counsel, and information; (2) furnish all available as built drawings; (3) furnish any roadway, bridge and utility drawings that may be available from the Alabama Department of Transportation.

III. Time of Beginning and Completion:

After approval of this agreement by the State, the OWNER will notify the ENGINEER to proceed with the professional services. The

ENGINEER will complete Phase I of the engineering work within 90 calendar days after date of written notice to proceed; and Phase II within 120 calendar days after date of written notice to proceed. In the event the OWNER with the approval of the State, deems it advisable or necessary in the execution of the work to make substantial alterations which will increase or decrease the scope of work outlined in this agreement, the time limit specified herein may be adjusted in accordance with Article VII, of this Agreement.

IV. Payments:

For services provided for, when performed by the ENGINEER in accordance with this agreement, and as full and complete compensation therefore, including all necessary expenditures made and incurred by the ENGINEER in connection with this agreement, except as otherwise expressly provided herein, and subject to and in conformity with all provisions of this agreement, the OWNER will pay the ENGINEER the actual cost plus a fixed fee for profit as provided for in Code of Federal Regulations 23 CFR 172.

The ENGINEER will keep separate records of Engineering cost on each phase of work, including hours worked by each employee classification, payroll additives, expenses, transportation and subsistence which are directly allocable to this contract. Payments will be made on the basis of acceptable accounting records of the ENGINEER which are subject to acceptance by the State and which records will be kept in compliance with Part 30 and 31, Federal Acquisition Regulations. Overhead will be based on the latest available information and must be supported by the ENGINEER'S records. All records will be made and kept in keeping with generally acceptable accounting practices and will be made available, if requested, for inspection by representatives of the OWNER, State, and Federal Highway Administration, and copies thereof shall be furnished by the ENGINEER if requested. All records necessary to substantiate charges under this contract will be retained by the ENGINEER for a period of at least three years after final reimbursement payment to the OWNER by the State for the project work. The actual cost for each phase of work accomplished will include (1) all costs related to salaries of employees for time directly chargeable to the particular phase of the project work; the salaries of principals for time they are productively engaged in work on a particular phase necessary to fulfill the terms of this contract; (2) Salary additives, the ENGINEER'S expenses and overhead to the extent they are properly allocable to the particular phase of work of the project; and (3) transportation cost, computed at the rate shown hereafter, and subsistence, computed on basis of necessary actual out-of-pocket expenses when working away from the home office on the particular phase of work. Extra work will not be performed until and unless written authority is received from the OWNER indicating approval of the extra work and of the new maximum amount and the OWNER will not issue such written authority until and unless the OWNER is so authorized in writing by the State. Such a change, if approved, will not change or limit any of the other terms, conditions, or requirements of this agreement, provided however, additional time for completion of work may be given in accordance with Article VII, hereof.

The acceptance by the ENGINEER of the final payment will constitute and operate as a release to the OWNER of all claims and liability to the ENGINEER, its representatives and assigns for any and all things done, furnished or relating to the services rendered by the ENGINEER under or in connection with this agreement or any part thereof, provided that no unpaid invoices exist because of extra work required at the written request of the OWNER.

The ENGINEER will perform the necessary engineering work and unless substantial authorized change is made in the plans or scope of work, and/or the responsibilities of the ENGINEER, the maximum payment for Phase I shall not exceed \$39,739.54; the maximum payment for Phase II will not exceed \$75,985.63; and the maximum payment for Phase III will not exceed \$61,681.14.

The hourly labor rates shown below are based on the accounting records of the ENGINEER and the ENGINEER certifies that such rates are those rates paid by the ENGINEER during the preceding twelve (12) month period. The ENGINEER will be paid for actual cost incurred plus the fixed fee for profit not to exceed the maximum amounts for each Phase. In the event there are substantial changes in the plans and/or scope of work approved by the Alabama Department of Transportation, which significantly increases or decreases the work and/or responsibilities of the ENGINEER, the maximum fee may be adjusted by agreement approved by the State.

If transportation is included in the Consultant Engineer's Overhead Factor, a direct charge should not be made for transportation.

Maximum Engineering Cost for Phase I

Labor:	Engineer	80	hours	@ 47.96/hr	\$3,836.80
	Assistant Engineer	140	hours	@ 36.00/hr	\$5,040.00
	PLS	16	hours	@ 41.40/hr	\$662.40
	Rodman	60	hours	@ 18.00/hr	\$1,080.00
	Instrument Man	60	hours	@ 18.00/hr	\$1,080.00
	Draftsman	80	hours	@ 30.00/hr	\$2,400.00
	Typist	30	hours	@ 14.26/hr	\$427.80
				TOTAL LABOR	\$14,527.00

Overhead Factor 1.4781 (including payroll additives) \$21,472.36

Transportation: 250 miles @ \$ 0.51 \$127.50

(This rate is not to exceed the rate allowed by State law.)

Subsistence: Meals and Lodging \$0.00

SUB TOTAL \$36,126.86

FIXED FEE FOR PROFIT \$3,612.69

MAXIMUM AMOUNT PAYABLE FOR PHASE I ENGINEERING \$39,739.54

Maximum Engineering Cost for Phase II

Labor: Engineer	150	hours	@ 47.96/hr	\$7,194.00
Assistant Engineer	300	hours	@ 36.00/hr	\$10,800.00
Rodman		hours	@	\$
Draftsman	300	hours	@ 30.00/hr	\$9,000.00
Typist	60	hours	@ 14.26/hr	\$855.60
_____		hours	@	\$
_____		hours	@	\$
		TOTAL LABOR		\$27,849.60
Overhead Factor	1.4781	(including payroll additives)		\$41,164.49
Transportation:	125	miles	@ \$ 0.51	\$63.75

(This rate is not to exceed the rate allowed by State law.)

Subsistence: Meals and Lodging \$0.00

SUB TOTAL \$69,077.84

FIXED FEE FOR PROFIT \$6,907.78

MAXIMUM AMOUNT PAYABLE FOR PHASE II ENGINEERING \$75,985.63

maximum Engineering Cost for Phase III

Labor: Project Manager	90	hours	@ 44.00/hr	\$3,960.00
Senior Inspector	480	hours	@ 26.50/hr	\$12,720.00
PLS	40	hours	@ 41.40/hr	\$1,656.00
Rodman	120	hours	@ 18.00/hr	\$2,160.00
Instrument Man	120	hours	@ 18.00/hr	\$2,160.00
Typist	80	hours	@ 30.00/hr	\$2,400.00
Typist	16	hours	@ 14.26/hr	\$228.16
		TOTAL LABOR		\$25,284.16
Overhead Factor	1.2127	(including payroll additives)		\$30,662.10
Transportation:	250	miles	@ \$ 0.51	\$127.50

(This rate is not to exceed the rate allowed by State law.)

Subsistence: Meals and Lodging \$0.00

SUB TOTAL \$56,073.76

FIXED FEE FOR PROFIT \$5,607.38

MAXIMUM AMOUNT PAYABLE FOR PHASE III ENGINEERING \$61,681.14

V. Construction Cost Estimate For Project

The estimated relocation cost is in the amount of \$1,377,777.60 exclusive of engineering cost and is described in Exhibit B which is attached hereto and is hereby made a part hereof.

VI. Ownership of Engineering Documents:

Upon completion of the work covered by this agreement and receipt of all monies due, the ENGINEER, will deliver to the OWNER all survey notes, computations, maps, tracings and all other documents and data pertaining to either the work or the project, which material will become the property of the OWNER. All original tracings of maps and other engineering data furnished to the OWNER by the ENGINEER will bear thereon the endorsement of the ENGINEER.

VII. Delays and Extension:

In the event additional work or unavoidable delays prevent completion of the services to be performed under this agreement in the time specified in Article III, the OWNER may grant, subject to prior written approval of the State, a time extension provided written application is made by the ENGINEER within ten (10) days after the alleged delay has occurred. Any time extensions for extra work will be based on the complexity, extent and magnitude of the extra work.

VIII. Termination or Abandonment:

The OWNER will have the absolute right to abandon the work or to amend the work or project at any time, and such action on its part will in no event be deemed a breach of contract.

The OWNER has the right to terminate this agreement and make settlement with the ENGINEER upon the basis of actual cost for work performed in accordance with this agreement at the time of termination, plus the percentage of profit based upon the work completed to date of termination.

In the event the Alabama Department of Transportation notifies the OWNER, at any time that the ENGINEER should cease work, the OWNER will immediately notify the ENGINEER to cease work and the ENGINEER will cease all work immediately upon notification by the OWNER to cease work. No payment and no reimbursement will be made for work performed by the ENGINEER beyond a period of four (4) working days following notification by the OWNER to cease work. Any payment to the ENGINEER by the OWNER, and any reimbursement to be made to the OWNER will be for the actual cost of the ENGINEER plus the pro-rated portion of the fixed fee for profit, based on the work completed at the end of the four (4) day period. This pro-ration will be developed by dividing the value of the work completed to date under that phase by the total value of that phase of work less profit, to arrive at a multiplier. This multiplier will then be

multiplied by the total fixed fee for profit for that phase of work applicable, to arrive at a dollar value for the amount of fixed fee for profit to be paid by the OWNER.

IX. General Compliance With Laws:

The UTILITY will observe and comply with the provisions of all Federal, State and Municipal laws and regulations as the provisions thereof are applicable hereto in the performance of work hereunder, including the Clean Water Act of 1987, the Alabama Nonpoint Source Management Program of 1989, and the regulations of the Environmental Protection Agency (EPA) and the Alabama Department of Environmental Management (ADEM). The UTILITY will procure and pay for all licenses and permits that are necessary for its performance of the work.

X. Subletting, Assignment, or Transfer:

This contract shall be binding upon the successors and the assigns of the respective parties hereto.

There will be no assignment, subletting, or transfer of the interests of the ENGINEER in any of the work covered by this agreement without written approval of the State and consent of the OWNER. In the event the OWNER gives such consent with prior approval of the State, all the terms and conditions of this agreement will apply to and bind the party or parties to whom such work is consigned, sublet or transferred as fully and completely as the ENGINEER is hereby bound and obligated.

XI. Employment of Federal, State, County or City Workers:

Without the written consent of the Alabama Department of Transportation the ENGINEER will 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 or within a period of one (1) year immediately prior thereto, in the employ of the Federal Highway Administration or the Highway Organization of any State, County, or City, except regularly retired employees, retired for a period of at least one (1) year prior to the effective date of this agreement.

XII. ENGINEER'S Endorsement:

The ENGINEER will endorse the original title or cover sheet of all sets of plans, estimates, reports and engineering data required to be furnished by him under the terms of this agreement. All endorsements will contain the seal and signature of an Alabama Licensed Professional Engineer and such Engineer can be a bona fide employee of the ENGINEER hereunder. In the event the ENGINEER does not perform as Project Engineer or Manager, the ENGINEER will designate a Project Engineer or Manager who has authority to receive and act upon instructions and directions of the OWNER and whose actions and decisions are binding on the ENGINEER.

XIII. Conditions Affecting Work:

The ENGINEER will be responsible for taking steps reasonably necessary to ascertain the nature, general location, scope and type of work hereunder and the general and local conditions which can affect the work or the cost thereof. Any failure by the ENGINEER in such responsibility will not relieve the ENGINEER from the obligation to successfully perform the work without additional expense to the OWNER. The OWNER assumes no responsibility for any understandings or representations by any of its officials, employees or agents prior to or at the time of the execution of this agreement.

This agreement, upon execution by the parties hereto and after approval of the Alabama Department of Transportation, supersedes any previous agreement made between OWNER and the ENGINEER on this particular relocation of utility facilities made necessary by construction of this Highway project.

The OWNER and the ENGINEER recognize the obligation of the Alabama Department of Transportation for reimbursement to the Utility, for work performed under this agreement will be subject to the execution of either a SAHD No. 2 or 3 Standard Agreement or a Special Agreement as might be applicable to the relocation involved, between the OWNER and the Department, which agreement will contain provisions assuring that the OWNER has complied or will comply with and fulfill all obligations, requirements, notifications and provisions of this agreement which are for the benefit or protection of the Department, and that the OWNER has obtained or will obtain all approvals and authorizations of the Department which are provided for in this Engineering Consultant Agreement, and no reimbursement payments will be due and none will be made by the Department until such Agreement as applicable is executed and complied with faithfully by the OWNER and the ENGINEER.

It is intended that the word State, when used in this agreement, includes the Alabama Department of Transportation.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers, officials and persons thereunto duly authorized; for the ENGINEER on the \_\_\_\_\_ day of \_\_\_\_\_, 2012, and the OWNER on the \_\_\_\_\_ day of \_\_\_\_\_ 2012.

OWNER:

Jefferson County Commission, Jefferson County, Alabama

W.D. Carrington, President

ENGINEER:

NEEL-SCHAFFER, INC.

Christopher T. Sellers, P.E., Vice President

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

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Jan-17-2013-12

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute the State-Subgrantee Agreement for the Alabama Emergency Management Agency Hazard Mitigation Grant Program #1971-269 between Jefferson County, Alabama and the Alabama Emergency Management Agency. This Agreement provides for the reimbursement of the design engineering and construction costs from the Alabama Emergency Management Agency for the installation of backup generator power at four (4) of the County's sanitary sewer pump stations.

State-Subgrantee Agreement Hazard Mitigation Grant # 1971-269

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

The designated representative of the Subgrantee certifies that:

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

to reproduce, publish or otherwise use, and to authorize others to use any work developed in the course of or under this Agreement for Government purposes. Any publication resulting from work performed under this Agreement shall include an acknowledgment of the Federal Emergency Management Agency and the State's financial support and a statement by FEMA grant number and that the publication does not necessarily reflect FEMA or the State's views.

22. The Subgrantee will provide copies of audit reports that include funds provided under this agreement to:

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

Signed for the Subgrantee:

W. D. Carrington, President

Art Faulkner, Director

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

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Jan-17-2013-13

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute a Conditional Consent to Encroachment and Release of Damages Agreement between Jefferson County, Alabama and St. Vincent's Health System to allow an encroachment within a County sanitary sewer easement. There is no cost to the County associated with said agreement.

CONDITIONAL CONSENT TO ENCROACHMENT AND RELEASE OF DAMAGES

THIS AGREEMENT made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between JEFFERSON COUNTY, ALABAMA (the "County") and ST. VINCENT'S HOSPITAL (the "Owner").

R E C I T A L S:

Owner is the owner of real property being the St. Vincent's Hospital located at 810 St. Vincents Drive, Birmingham AL. 35201, more particularly described as Lot 1F St. Vincent's Hospital Resurvey No. 17, recorded in Map Book 230, Page 1, in the Probate Office of Jefferson County, Alabama, Birmingham Division. Owner has installed two light poles and support footings over or adjacent to an existing sanitary sewer main (as shown on Exhibit "A", attached), for the purpose of serving the St. Vincent Hospital. Owner and County mutually desire to enter into this Agreement to address the encroachment of the Improvements within the Easement.

AGREEMENT

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

1. In consideration of the mutual agreements herein, Owner agrees that the County may utilize the Easement for all intended purposes of the Easement, including, without limitation, any installation, repair, maintenance or replacement of sanitary sewer lines (collectively, the "Easement Rights"). Should the County deem it necessary to remove or disturb any of the Improvements in order to utilize the Easement for its intended purposes or exercise the Easement Rights on subject property, the County may do so at any time in its discretion, and the reasonable methodology for installation, repair maintenance or replacement of sewer lines is totally at the discretion of the County and its Department of Environmental Services. If Owners' Improvements are damaged in any way due to the exercise of our easement rights, the responsibility for the replacement of Owner's Improvements or personal property or for any repairs to personal property or the Improvements and the cost of any such repairs will be borne solely by the Owner. Owner fully and forever releases and discharges the County from any and all liability, cost, damage, or expense to the Improvements suffered or incurred by Owner as a result of the County's exercise of its Easement Rights inside easement or improvements adjacent to easement.
2. Subject to the foregoing agreements of Owner and the terms of this Agreement, the County grants Owner a license to continue the requested encroachment and that no other or greater or further improvements or encroachment whatsoever will be allowed. No such past, present or future encroachment whatsoever will constitute an adverse possession by Owner of the Easement or Easement Rights or constitute any form of waiver or abandonment of all or any part of the Easement or of any Easement Rights.
3. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

4. This Agreement together with the Easement constitutes the full and complete agreement of the parties with respect to the subject matter hereof, supersedes all prior discussions, correspondence and agreements with respect to the subject matter hereof and cannot be modified or amended except by a subsequent written agreement signed by Owner and the County.

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

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

JEFFERSON COUNTY, ALABAMA

W. D. Carrington

Its: President

ST. VINCENT'S HOSPITAL

\_\_\_\_\_  
Its: Executive VP and Chief Strategy Officer

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

\_\_\_\_\_  
Jan-17-2013-14

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute agreements between Jefferson County, Alabama and the following to provide qualified personnel on an intermittent as-needed basis to various departments, including Cooper Green Mercy Urgent Care and Jefferson Rehabilitation & Health Center for the period January 17, 2013 - January 16, 2014 in the amount of \$830,000 (each contract).

**ATC HEALTHCARE SERVICES, INC.                      AMT MEDICAL STAFFING                      AUGMENTATION**  
**PROFESSIONAL SERVICES CONTRACT**  
**TEMPORARY STAFFING**

THIS AGREEMENT entered into this 17<sup>th</sup> day of January, by and between Jefferson County, Alabama, hereinafter called "the County", and \_\_\_\_\_, hereinafter called "the Contractor". The effective date of this agreement shall be January 17, 2013.

WHEREAS, the County desires to contract for temporary employee services for the Human Resources Department, hereinafter called "Human Resources"; and

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 SERVICES:** This Contract results from Jefferson County's Request for Proposal No. 184-12 dated October 12, 2012, the terms of which are included herein by reference. The Contractor shall perform all necessary professional services provided under this Contract as required by Human Resources. The Contractor shall do, perform, and carry out in a satisfactory and proper professional manner the following:

To provide qualified personnel on an intermittent as-needed basis to the various departments and organizations of Jefferson County (including Cooper Green Mercy Urgent Care & the Jefferson Rehabilitation & Health Center). Services will be required during extended sick and vacation leaves of critical positions, temporary vacancies of budgeted County positions when Merit System or Classified candidates are not immediately available, and when it has been determined, in conjunction with the Personnel Board of Jefferson County, that demand for service does not support full or part-time employment.

The Director of Human Resources will initiate a request for other optional services as offered in the Contractor's response to the above referenced RFP as needed. Pricing will be negotiated separately from the price as referenced in Article 4 and executed in accordance with Article 13 of this agreement based on the needs of the County.

3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to render "Temporary Staffing Services" to the Jefferson County Commission as authorized by the Human Resources Department at any time after the effective date of this Contract. The completion date of all services under this Contract is January 16, 2014. However, the Contract may be extended, at the County's option, for two (2) additional one year periods, not to exceed three (3) full years.

4. **COMPENSATION:** The Contractor shall be compensated for services rendered up to a maximum Charges as specified in Exhibit entitled "Labor Rates/Price Sheet". (on file in the Minute Clerk's office)



5. **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. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County Alabama, Birmingham Division.
6. **STATEMENT OF CONFIDENTIALITY:** Contractor agrees that any information accessed or gained in performance of those duties will be maintained in absolute confidence and will not be released, discussed, or made known to any party or parties for any reason whatsoever, except as required in the conduct of duties required, or where disclosure is required by law or mandated by a court of law.
7. **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.
8. **NON-DISCRIMINATION POLICY:** The Jefferson County Commission is strongly committed to equal opportunity in solicitation of ITB's and RFP's. The County encourages bidders and proposers to share this commitment. Each bidder submitting a proposal agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate against any person otherwise qualified solely because of race, creed, sex, national origin or disability.
9. **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 if requested.
10. **TERMINATION OF CONTRACT:** This contract may be terminated by the County with a thirty (30) day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the County shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the Contractor of any liability to the County for damages sustained by virtue of a breach by the Contractor.
11. **LIABILITY:** The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY. The Contractor will indemnify and hold harmless the COUNTY, its elected officials and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of the Contractor, its agents, subcontractors or employees under this Contract.
12. **HOLD HARMLESS AND INDEMNIFICATION:** Contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed against or imposed upon County because of bodily injury, death or property damage, real or personal, including loss of use thereof arising out of or as a consequence of the breach of any duty or obligations of the contracting party included in this agreement, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Integrator, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement, or arising out of Worker's Compensation claims, Unemployment Compensation claims, or Unemployment Disability compensation claims of employees of company and/or its subcontractors or claims under similar such laws or obligations. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees. 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.
13. **AMENDMENT OF AGREEMENT:** This Contract contains the entire understanding of the parties, and no change of any term or provision of the Contract shall be valid or binding unless so amended by written instrument which has been executed or approved by the County. Any such amendment shall be attached to and made a part of this Contract.
- A written request must be made to the County and an amended agreement will be executed
14. **INSURANCE:** Contractor will maintain such insurance as will protect him and the County from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama. Evidence of insurance will be furnished to the Purchasing Agent not later than seven (7) days after purchase order date Contractor must have adequate General and Professional liability insurance of \$1,000,000 per occurrence.
15. **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.

16. 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.

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

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18. STATEMENT REGARDING BANKRUPTCY: Jefferson County filed for chapter 9 bankruptcy protection on November 9, 2011. The County filed for chapter 9 so it can pursue a readjustment of its debts under the protection of the federal bankruptcy laws. While it is in chapter 9, the County will continue to operate its business and affairs in the ordinary course. Maintaining business relationships with the County's vendors and suppliers is critical to the County's restructuring efforts. Accordingly, the County Commission has resolved that it will pay its trade debts that arose before the County filed for chapter 9 as and when those debts become due, so long as the vendor to whom such debt is due continues to provide goods and services to the County while it is in chapter 9 on the same terms that it provided goods and services to the County before it filed for chapter 9. Also, any goods and services provided to the County after it filed for chapter 9 will, of course, be paid by the County in accordance with the parties' agreed upon terms.

The County appreciates greatly the support that our vendors and suppliers have provided us over the years, and will continue to provide during this time of restructuring.

19., STATEMENT OF COMPLIANCE WITH ALABAMA CODE SECTION 31-13-9: By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

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

CONTRACTOR:  
 ATC HEALTHCARE SERVICES, INC.  
 Martin A. Briggs  
 AMT MEDICAL STAFFING  
 Amy Disney  
 AUGMENTATION  
 Patti Holt

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

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

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 JEFFERSON COUNTY COMMISSION  
 Finance Department  
 Unusual Demands  
 1/17/2013

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	Doc No
DISTRICT 1	1000193	JEFFERSON CO TREASURER	POSTAGE AND MAINTENANCE SUPPLIES	GEN SVCS: ADMIN	326.83	1900067316
DISTRICT 1	1000193	JEFFERSON CO TREASURER	4 KEYS FOR RM 820 AND 2 LOCK CYLINDERS FOR CO. MGR	GEN SVCS: ADMIN	49.25	1900067403
DISTRICT 1	1000193	JEFFERSON CO TREASURER	FLUSH VALVE AND 3/4 SPUD FOR 2121 BLDG	GEN SVCS: ADMIN	82.75	1900067298
DISTRICT 1	1000193	JEFFERSON CO TREASURER	MICROSCOPE BULBS AND POSTAGE	CORONER/MED EXAM	57.10	1900067363
DISTRICT 1	1000193	JEFFERSON CO TREASURER	CLOCK FOR SECURITY AT CJC	GEN SVCS: ADMIN	20.49	1900067294
DISTRICT 1	1000193	JEFFERSON CO TREASURER	GPS DASH MOUNT	CORONER/MEDL EXAM	32.99	1900067636
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PLUMBERS LICENSE FOR D. PENDARVIS	GEN SVCS: ADMIN	60.00	1900067637



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Jan-17-2013-15

WHEREAS, for nearly 20 years, the St. George's Clinic has partnered with the Department of Health and Human Services HIV/AIDS Bureau to provide care for HIV infected residents of Jefferson County; and

WHEREAS, the St. Georges Clinic is merging with the University of Alabama at Birmingham 1917 Clinic and to continue these services moving forward.

THEREFORE, BE IT RESOLVED, that the Chief Financial Officer shall settle any outstanding liabilities of the County by January 31, 2012 and that thereafter Jefferson County will release all claims to any unobligated funds remaining in the grant as well as any recommended future support of the project from HRSA.

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

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Jan-17-2013-16

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

For Week of 12/11/12 -12/17/12

1. ENVIRONMENTAL SERVICES: CAHABA RIVER WWTP FROM MARTIN SUPPLY COMPANY, MEMPHIS, TN, PURCHASE TOOLS FOR MAINTENANCE TRUCK. SAP PURCHASE ORDER # 2000069624 \$5,326.68 TOTAL
2. DISTRICT ATTORNEY - BIRMINGHAM FROM KONICA MINOLTA BUSINESS SOLUTIONS, BESSEMER, AL, TO PURCHASE KONICA MINOLTA C654 COLOR COPIER. SAP PURCHASE ORDER # 2000070034 \$6,900.00 TOTAL
3. ENVIRONMENTAL SERVICES: VILLAGE MAINTENANCE SHOP FROM DUTCH LUBRICANTS, BIRMINGHAM, AL, PURCHASE ORDER FOR TEN (10) FIFTY-FIVE (55) GALLON DRUMS OF LUBRICATING OIL. SAP PURCHASE ORDER # 2000070038 \$7,376.50 TOTAL
4. GENERAL SERVICES: BESSEMER FROM GRUBER POWER SERVICES, PHOENIX, AZ, PURCHASE ORDER FOR 12 VOLT BATTERIES, LABOR, TRAVEL AND SHIPPING. SAP PURCHASE ORDER # 2000070042 \$9,832.89 TOTAL
5. ROADS AND TRANSPORTATION FROM TEST MARK INDUSTRIES, EAST PALESTINE, OH, FOR CONCRETE TESTING MACHINE CM-2500 SERIES (CM25001D). SAP PURCHASE ORDER # 2000070070 \$8,947.96 TOTAL
6. JEFFERSON REHABILITATION AND HEALTH CENTER FROM ZEP MANUFACTURING COMPANY, BIRMINGHAM, AL, OPEN PURCHASE ORDER FOR ODOR CONTROL FOR THE PERIOD OF 10/01/12 - 9/30/13. SAP PURCHASE ORDER # 2000070077 \$6,000.00 TOTAL REFERENCE BID # 150-10
7. INFORMATION TECHNOLOGY FROM SHI INTERNATIONAL, MONTGOMERY, AL. FOR ACCESS POLICY MANAGER AND LOCAL TRAFFIC MANAGER LICENSE. SAP PURCHASE ORDER # 2000070134 \$14,488.41 TOTAL
8. GENERAL SERVICES: JAIL MAINTENANCE FROM PALMER & LAWRENCE INCORPORATED, BIRMINGHAM, AL, TO PURCHASE GEAR REDUCER ASSEMBLY. SAP PURCHASE ORDER # 2000070137 \$6,650.00 TOTAL
9. JEFFERSON REHABILITATION AND HEALTH CENTER FROM TRIPLE POINT INDUSTRIES, HOOVER, AL, FOR FYI 3 PURCHASE ORDER FOR MECHANICAL WATER TREATMENT FOR THE PERIOD OF 10/25/12 - 10/24/13. SAP PURCHASE ORDER # 2000070138 \$6,300.00 TOTAL
10. EMERGENCY MANAGEMENT AGENCY (EMA) FROM FEDERAL SIGNAL CORPORATION, WOODSTOCK, GA, TO PURCHASE REPLACEMENT FACTORY AUTHORIZED PARTS FOR JEFFERSON COUNTY'S OUTDOOR WARNING SYSTEM. SAP PURCHASE ORDER # 2000070156 \$7,271.00 TOTAL REFERENCE BID # 118-11
11. INFORMATION SERVICES ADMINISTRATION FROM SPRINT, CAROL STREAM, IL, FOR FYI 3 PURCHASE ORDER FOR CELLULAR OR TWO-WAY COMMUNICATION FOR THE PERIOD OF 11/27/12 - 11/26/13. SAP PURCHASE ORDER # 2000070159 \$10,896.26 TOTAL REFERENCE BID # 128-12R  
CLARITY CONTRACT # CON-00004440
12. GENERAL SERVICES: ADMINISTRATION FROM METRO TRUCK RENTAL, PELHAM, AL, TO EXTEND BID FOR LARGE VAN RENTAL ON AS NEEDED BASIS FOR THE PERIOD OF 10/01/12 - 9/30/13. SCHEDULED FOR REBID IN FYI 3.

REFERENCE BID # 186-10

13. GENERAL SERVICES: ADMINISTRATION FROM METRO TRUCK RENTAL, PELHAM, AL, OPEN PURCHASE ORDER FOR LARGE VAN RENTAL ON AS NEEDED BASIS FOR THE PERIOD OF 10/01/12 - 9/30/13.

SAP PURCHASE ORDER # 2000070220 \$17,000.00 TOTAL REFERENCE BID # 186-10

For Week of 12/18/12 -12/24/12

1. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM IMMUCOR, ATLANTA, GA, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PAY PAST DUE INVOICE FOR BLOOD AND BLOOD SUPPLIES.

SAP PURCHASE ORDER # 2000069370 CHANGE ORDER \$ 7,550.00 REFERENCE BID # 23-11

PURCHASE ORDER \$19,550.00 TOTAL

2. PROBATE COURT - BIRMINGHAM FROM ELECTION SYSTEMS AND SOFTWARE, BIRMINGHAM, AL, PURCHASE ORDER FOR PRINTING ELECTION FORMS. SAP PURCHASE ORDER # 2000070135 \$106,925.00 TOTAL

3. COOPER GREEN MERCY HOSPITAL FROM FIKES OF ALABAMA INCORPORATED, BIRMINGHAM, AL, TO PROVIDE ODOR DISPENSER SERVICE FOR CLINICS FOR THE PERIOD OF 10/01/12 - 9/30/13. SAP PURCHASE ORDER # 2000070180 \$5,580.00 TOTAL

4. GENERAL SERVICES: ADMINISTRATION FROM SHERWIN WILLIAMS, BIRMINGHAM, AL, PURCHASE ORDER FOR PAINTING SUPPLIES - FOR GENERAL SERVICES ONLY. CONTRACT PERIOD: 4/01/12 - 3/31/13.

SAP PURCHASE ORDER # 2000070189 \$11,000.00 TOTAL REFERENCE BID # 79-12

5. ROADS AND TRANSPORTATION: HIGHWAY MAINTENANCE - KETONA FROM HELENA CHEMICAL COMPANY, ATLANTA, GA, FYI 3 PURCHASE ORDER FOR HERBICIDE FOR THE PERIOD OF 10/01/12 - 9/30/13.

SAP PURCHASE ORDER # 2000070197 \$20,000.00 TOTAL REFERENCE BID # 3-12

6. GENERAL SERVICES BUILDING MAINTENANCE FROM TRUCK EQUIPMENT SALES, MOBILE, AL, PURCHASE ORDER FOR A 16 FOOT VAN BODY FOR INSTALLATION ON CREW CAB AND CHASSIS.

SAP PURCHASE ORDER # 2000070203 \$15,838.00 TOTAL STATE OF ALABAMA CONTRACT # T-195

7. ENVIRONMENTAL SERVICES: TURKEY CREEK WWTP FROM XYLEM WATER SOLUTIONS U.S.A. INCORPORATED, CHARLOTTE, NC, TO PURCHASE AIR PISTON MAINTENANCE KITS, UV WIPERS AND SENSOR SWITCHES.

SAP PURCHASE ORDER # 2000070234 \$14,100.00 TOTAL

8. ENVIRONMENTAL SERVICES: VILLAGE MAINTENANCE SHOP FROM J H WRIGHT MAINTENANCE SHOP, DAPHNE, AL, TO PURCHASE 16" RED VALVE PRESSURE SENSOR SERIES 48. SAP PURCHASE ORDER # 2000070270 \$9,900.00 TOTAL

9. ENVIRONMENTAL SERVICES: VALLEY CREEK WWTP FROM DWIGHT PROUTY COMPANY INCORPORATED, MOBILE, AL, TO PURCHASE FLEXIM FLOW METER WITH DISPLAY - \$3,170.00, FLEXIM TRANSDUCER - \$4,093.00 AND STRAP KITS - \$200.00 SAP PURCHASE ORDER # 2000070249 \$7,463.00 TOTAL

10. ACKNOWLEDGMENT FOR SHERIFF'S DEPARTMENT FROM GULF STATES DISTRIBUTORS, MONTGOMERY, AL, FOR TASER SUPPLIES. SAP PURCHASE ORDER # 2000070283 \$7,517.00 TOTAL

11. ENVIRONMENTAL SERVICES ADMINISTRATION FROM KNOX PEST CONTROL, PELHAM, AL, FYI 3 PURCHASE ORDER FOR PEST CONTROL AND INSPECTION SERVICES. SAP PURCHASE ORDER # 2000070330 \$9,792.00 TOTAL REFERENCE BID 204-11

For Week of 12/25/12 -12/31/12

1. ENVIRONMENTAL SERVICES ADMINISTRATION FROM KNOX PEST CONTROL, PELHAM, AL, FYI 3 PURCHASE ORDER FOR PEST CONTROL AND INSPECTION SERVICES. BID RENEWAL APPROVED BY COMMISSION ON 9/25/2012.

SAP PURCHASE ORDER # 2000070330 \$9,792.00 TOTAL REFERENCE BID # 204-11

2. ENVIRONMENTAL SERVICES: VILLAGE ELECTRICAL SHOP FROM TAYLOR COMPANY INCORPORATED D/B/A THE PANTS STORE, LEEDS, AL, TO PURCHASE FLAME RETARDANT UNIFORMS FOR EMPLOYEES. PURCHASE ORDER NEEDED ONLY FOR PAYMENT PER DEPARTMENT APPROVAL OF INVOICE.

SAP PURCHASE ORDER # 2000070348 \$5,984.00 TOTAL

3. ENVIRONMENTAL SERVICES: PACKAGE WWTP AND PUMP STATIONS FROM HYDRA SERVICE, WARRIOR, AL, TO PURCHASE 230VOLT 3 PHASE SEWAGE PUMP (THIS IS REPLACEMENT FOR THE PIR M100/2.

SAP PURCHASE ORDER # 2000070360 \$5,795.97 TOTAL

4. ENVIRONMENTAL SERVICES VILLAGE ELECTRICAL SHOP FROM GRAYBAR ELECTRIC, BIRMINGHAM, AL, TO PURCHASE SQUARE D TRANSFORMER. SAP PURCHASE ORDER # 2000070370 \$10,187.87 TOTAL

STATE OF ALABAMA CONTRACT # T102

For Week of 01/01/13 - 01/07/13

1. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM SIEMENS HEALTHCARE DIAGNOSTICS, DALLAS, TX, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PAY PAST DUE INVOICES FOR MICROSCAN SUPPLIES. SAP PURCHASE ORDER # 2000068815 CHANGE ORDER \$ 6,666.00 REFERENCE BID # 2-10  
PURCHASE ORDER \$11,665.99 TOTAL
2. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM IMMUCOR, ATLANTA, GA, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PAY PAST DUE INVOICES FOR BLOOD BANK SUPPLIES.  
SAP PURCHASE ORDER # 2000069370 CHANGE ORDER \$ 7,550.00 REFERENCE BID # 23-11  
PURCHASE ORDER \$19,550.00 TOTAL
3. GENERAL SERVICES: ADMINISTRATION FROM KNOX PEST CONTROL, PELHAM, AL, ADD LOCATION TO FYI 3 PURCHASE ORDER FOR PEST CONTROL AND INSPECTION SERVICES (INITIAL PURCHASE ORDER APPROVED BY COMMISSION ON 11/13/2012). SAP PURCHASE ORDER # 2000068437 ADDITIONAL LOCATION \$ 312.00  
REFERENCE BID # 204-11 PURCHASE ORDER \$16,056.00 TOTAL
4. INFORMATION TECHNOLOGY FROM SHI, MONTGOMERY, AL, FOR ACCESS POLICY MANAGER AND LTML LICENSES.  
SAP PURCHASE ORDER # 2000070134 \$14,437.93 TOTAL
5. THE BOARD OF REGISTRARS FROM THE BIRMINGHAM NEWS, LOUISVILLE, KY, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR ADVERTISING. SAP PURCHASE ORDER # 2000070146  
CHANGE ORDER \$ 800.00 PURCHASE ORDER \$22,800.00 TOTAL
6. ENVIRONMENTAL SERVICES SEWER LINE CONSTRUCTION FROM HANSON PIPE AND PRECAST, BIRMINGHAM, AL, OPEN PURCHASE ORDER FOR MANHOLE COMPONENTS ON AS NEEDED BASIS FOR THE PERIOD OF 1/01/13 - 9/30/13.  
SAP PURCHASE ORDER # 2000070405 \$7,500.00 TOTAL REFERENCE BID # 44-13
7. ENVIRONMENTAL SERVICES ADMINISTRATION FROM A T & T, ATLANTA, GA, FY13 PURCHASE ORDER FOR CELLULAR TELEPHONES. SAP PURCHASE ORDER # 2000070406 \$78,849.00 TOTAL  
STATE OF ALABAMA CONTRACT # T301
8. EMERGENCY MANAGEMENT AGENCY (EMA) FROM XEROX AUDIO VISUAL SOLUTIONS, NORCROSS, GA, TO PURCHASE VIDEO CONFERENCE EQUIPMENT. SAP PURCHASE ORDER # 2000070408 \$9,448.00 TOTAL
9. FINANCE: SEWER BILLING FROM CITY OF TRUSSVILLE UTILITIES BOARD, TRUSSVILLE, AL, OPEN PURCHASE ORDER FOR WATER METER READINGS FOR THE PERIOD OF 10/01/12 - 9/30/13.  
SAP PURCHASE ORDER # 2000070428 \$130,000.00 TOTAL
10. FINANCE: SEWER BILLING FROM IRONDALE WATER SYSTEM, IRONDALE, AL, OPEN PURCHASE ORDER FOR WATER METER READING FOR THE PERIOD OF 10/01/12 - 9/30/13. SAP PURCHASE ORDER # 2000070430  
\$70,000.00 TOTAL
11. REVENUE DEPARTMENT FROM KONICA MINOLTA BUSINESS SOLUTIONS, BESSEMER, AL, TO PURCHASE KONICAMINOLTA BIZHUB C654 COPIER. SAP PURCHASE ORDER # 2000070478 \$8,156.00 TOTAL  
REFERENCE BID # 150-11
12. ROADS AND TRANSPORTATION FROM BIRMINGHAM POWDER AND SUPPLY COMPANY, BIRMINGHAM, AL, TO AWARD BID FOR EXPLOSIVES FOR A THREE-YEAR PERIOD UNTIL SEPTEMBER 30, 2015. NEGOTIATED BID INCLUDES 2% DISCOUNT IN FY14 AND 3% DISCOUNT IN FY1 5. RECOMMEND THREE-YEAR AGREEMENT DUE TO LACK OF COMPETITION IN THE MARKET PLACE. REFERENCE BID 41-13
13. ENVIRONMENTAL SERVICES FROM TEKLINKS, HOMEWOOD, AL, FOR VXN5300 DATA STORAGE EQUIPMENT AND MAINTENANCE. NOTE: EQUIPMENT TO BE LEASED FROM CCA FINANCIAL PURSUANT TO THE MASTER LEASE AGREEMENT. REFERENCE BID # 43-13 \$101,746.07 TOTAL
14. ENVIRONMENTAL SERVICES: VILLAGE ELECTRICAL SHOP FROM GE DIGITAL ENERGY MULTILIN, ATLANTA, GA, TO PURCHASE THREE (3) RELAYS AT \$1,960.00 EACH PLUS FREIGHT ON COUNTY CREDIT CARD.  
SHOPPING CART #S 1000190676 AND 1000190681 \$5,880.00 TOTAL
15. ENVIRONMENTAL SERVICES WWTP FROM LAKEPOINTE ENVIRONMENTAL GROUP, PALM CITY, FL, TO RENEW BID FOR ODOR CONTROL APPLICATION FOR THE PERIOD OF 11/01/12 -10/31/13. REBID SCHEDULED FOR FY14.  
REFERENCE BID # 13-12
16. ACKNOWLEDGMENT FOR INFORMATION TECHNOLOGY FROM INGENUITY INCORPORATED, PELHAM, AL, EMERGENCY PURCHASE ORDER TO PROVIDE ASSISTANCE TO JEFFERSON COUNTY RELATED TO .NET - BASED APPLICATION TO CREATE NEW MANDATORY LIABILITY INSURANCE (MLI) SYSTEM PER ALABAMA STATE LAW.  
SAP PURCHASE ORDER # 2000070489 \$10,000.00 TOTAL CLARITY CONTRACT # CON-00003186

AMENDMENT NO. 1

For Week of 01/01/13 - 01/07/13

**DELETE**

2. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM IMMUCOR, ATLANTA, GA, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PAY PAST DUE INVOICES FOR BLOOD BANK SUPPLIES.

SAP PURCHASE ORDER # 2000069370                      CHANGE ORDER    \$ 7,550.00                      REFERENCE BID # 23-11

PURCHASE ORDER \$19,550.00    TOTAL

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

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Jan-17-2013-17

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

For Week of 12/11/12 -12/17/12

1. EXCEPTION REPORT FOR COOPER GREEN MERCY HOSPITAL (SURGERY) FROM SMITH AND NEPHEW ENDOSCOPY, CHARLOTTE, NC, TO PAY INVOICE FOR ORTHO IMPLANTS AS PRESCRIBED BY DR. FLOYD AND ORDERED BY MEMBER OF CGMH SURGERY DEPARTMENT. SAP PURCHASE ORDER # 2000070157                      \$532.00                      TOTAL

2. EXCEPTION FOR COOPER GREEN MERCY (SURGERY) FROM INETIC CONCEPTS, HOUSTON, TX, TO PAY INVOICE FOR VAC ATS THERAPY AS PRESCRIBED BY PHYSICIAN AND ORDERED BY MEMBER OF CGMH MEDICAL DEPARTMENT ON BEHALF OF PATIENT. SAP PURCHASE ORDER # 2000070158                      \$6,584.58                      TOTAL

3. RECOMMENDED FOR BOARD OF REGISTRARS FROM THE BIRMINGHAM NEWS, LOUISVILLE, AL, OPEN PURCHASE ORDER FOR ADVERTISING VOTER FILE FOR THE PERIOD OF 12/21/12 - 12/28/12.  
SAP PURCHASE ORDER # 2000070146                      \$22,000.00                      TOTAL

4. RECOMMENDED FOR COOPER GREEN MERCY HOSPITAL FROM DARWIN SELECT INSURANCE COMPANY, FARMINGTON, CT, PURCHASE ORDER TO PAY INSURANCE CLAIM FOR CASE C#2012020826.  
SAP PURCHASE ORDER # 2000070072                      \$5,109.95                      TOTAL

For Week of 12/18/12 -12/24/12

1. EXCEPTION FOR COOPER GREEN MERCY HOSPITAL (SURGERY) FROM SMITH AND NEPHEW ENDOSCOPY, CHARLOTTE, NC, TO PAY INVOICE FOR ARTHROSCOPY TUBING AS PRESCRIBED BY DR. FLOYD AND ORDERED BY MEMBER OF CGMH SURGERY DEPARTMENT. SAP PURCHASE ORDER # 2000070160                      \$216.32                      TOTAL

2. EXCEPTION FOR COOPER GREEN MERCY HOSPITAL (SURGERY) FROM SMITH AND NEPHEW ENDOSCOPY, CHARLOTTE, NC, TO PAY INVOICE FOR FOOTPRINT ULTRA PACK SUTURES AS PRESCRIBED BY DR. FLOYD AND ORDERED BY MEMBER OF CGMH SURGERY DEPARTMENT. SAP PURCHASE ORDER # 2000070161  
\$1,240.60                      TOTAL

3. EXCEPTION FOR COOPER GREEN MERCY HOSPITAL (SURGERY) FROM SMITH AND NEPHEW ORTHOPEDIC, ATLANTA, GA, TO PAY INVOICE FOR ORTHO IMPLANTS AS PRESCRIBED BY DR. FLOYD AND ORDERED BY MEMBER OF CGMH SURGERY DEPARTMENT. SAP PURCHASE ORDER # 2000070163                      \$4,142.92                      TOTAL

4. EXCEPTION FOR COOPER GREEN MERCY HOSPITAL (SURGERY) FROM SMITH AND NEPHEW ORTHOPEDIC, ATLANTA, GA, TO PAY INVOICE FOR ORTHO IMPLANTS AS PRESCRIBED BY DR. FLOYD AND ORDERED BY MEMBER OF CGMH SURGERY DEPARTMENT. SAP PURCHASE ORDER # 2000070164                      \$24,734.27                      TOTAL

5. EXCEPTION FOR COOPER GREEN MERCY HOSPITAL (SURGERY) FROM SOUTHERN ORTHOPEDICS, ATLANTA, GA, TO PAY INVOICE FOR ORTHO IMPLANTS AS PRESCRIBED BY DR. FLOYD AND ORDERED BY MEMBER OF CGMH SURGERY DEPARTMENT. SAP PURCHASE ORDER # 2000070168                      \$9,906.00                      TOTAL

6. EXCEPTION FOR COOPER GREEN MERCY HOSPITAL (SURGERY) FROM BIOMET INCORPORATED, CHICAGO, IL, TO PAY INVOICE FOR ORTHO IMPLANTS AS PRESCRIBED BY DR. FLOYD AND ORDERED BY MEMBER OF CGMH SURGERY DEPARTMENT. SAP PURCHASE ORDER # 2000070170                      \$2,041.00                      TOTAL

7. EXCEPTION FOR PROBATE COURT - BIRMINGHAM FROM THE BIRMINGHAM NEWS, CHARLOTTE, NC, TO PAY INVOICE FOR PUBLICATION OF ELECTION NOTICES 11/30/2012. SAP PURCHASE ORDER # 2000070205  
\$5,934.75                      TOTAL

8. EXCEPTION FOR COOPER GREEN MERCY HOSPITAL (SURGERY) FROM SMITH AND NEPHEW ORTHO, ATLANTA, GA, TO PAY INVOICE FOR ORTHO IMPLANTS AS PRESCRIBED BY DR. FLOYD AND ORDERED BY MEMBER OF MEDICAL/SURGICAL STAFF ON BEHALF OF PATIENT. SAP PURCHASE ORDER # 2000070228  
\$6,497.64 TOTAL
9. EXCEPTION FOR COOPER GREEN MERCY HOSPITAL (SURGERY) FROM SYNTHES, PHILADELPHIA, PA, TO PAY INVOICE FOR ORTHO IMPLANTS AS PRESCRIBED BY DR. JAMES FLOYD AND ORDERED BY MEMBER OF CGMH MEDICAL/SURGICAL STAFF ON BEHALF OF PATIENT. SAP PURCHASE ORDER # 2000070229  
\$8,271.00 TOTAL
10. EXCEPTION FOR COOPER GREEN MERCY HOSPITAL (SURGERY) FROM CARDIOVASCULAR SYSTEMS INCORPORATED, PALATINE, IL, TO PAY INVOICE FOR DIAMOND CATHETER AS PRESCRIBED BY DR. FARAH AND ORDERED BY MEMBER OF MEDICAL/SURGICAL STAFF ON BEHALF OF PATIENT.  
SAP PURCHASE ORDER # 2000070230 \$3,275.00 TOTAL
11. EXCEPTION FOR COOPER GREEN MERCY HOSPITAL (SURGERY) FROM SOUTHERN ORTHOPEDIC, ATLANTA, GA, TO PAY INVOICE FOR ORTHO IMPLANTS AS PRESCRIBED BY DR. FLOYD AND ORDERED BY MEMBER OF MEDICAL/SURGICAL STAFF ON BEHALF OF PATIENT. SAP PURCHASE ORDER # 2000070231  
\$6,879.00 TOTAL
12. EXCEPTION FOR COOPER GREEN MERCY HOSPITAL (SURGERY) FROM STERIS, DALLAS, TX, TO PAY INVOICE FOR REPAIR OF AUTOCLAVE ETO STER AERATOR AS ORDERED BY S. WILSON. SAP PURCHASE ORDER # 2000070232  
\$1,375.00 TOTAL
13. EXCEPTION FOR ENVIRONMENTAL SERVICES: SHADES LINE MAINTENANCE FROM SANSOM EQUIPMENT COMPANY, BIRMINGHAM, AL, TO PAY INVOICE # 36514 (06/05/2012) ONLY. SAP PURCHASE ORDER # 2000070233  
\$7,067.04 TOTAL
14. EXCEPTION FOR ENVIRONMENTAL SERVICES: SHADES LINE MAINTENANCE FROM SANSOM EQUIPMENT COMPANY, BIRMINGHAM, AL, TO PAY INVOICE #'S 36513 (06/05/2012) AND 36515 (06/05/2012) ONLY.  
SAP PURCHASE ORDER # 2000070256 \$2,134.08 TOTAL
15. EXCEPTION FOR ENVIRONMENTAL SERVICES ADMINISTRATION FROM JOHNSON CONTROLS INCORPORATED, HOOVER, AL, PAYMENT OF 2012 INVOICES FOR HVAC REPAIR AND MAINTENANCE SERVICES - CURRENTLY WORKING ON CONTRACT FOR FY13. SAP PURCHASE ORDER # 20000700287 \$89,414.84 TOTAL
16. EXCEPTION FOR COOPER GREEN MERCY HOSPITAL (SURGERY) FROM INTEGRA LIFESCIENCES, PLAINSBORO, NJ, TO PAY INVOICE FOR PUTTY AS PRESCRIBED BY DR. J. FLOYD AND ORDERED BY A MEMBER OF SURGICAL STAFF ON BEHALF OF PATIENT. SAP PURCHASE ORDER # 2000070289 \$800.00 TOTAL

AMENDMENT NO. 1

For Week of 12/18/12 -12/24/12

**CHANGE AMOUNT FROM:**

13. EXCEPTION FOR ENVIRONMENTAL SERVICES: SHADES LINE MAINTENANCE FROM SANSOM EQUIPMENT COMPANY, BIRMINGHAM, AL, TO PAY INVOICE # 36514 (06/05/2012) ONLY. SAP PURCHASE ORDER # 2000070233  
\$7,067.04 TOTAL

**CHANGE AMOUNT TO:**

13. EXCEPTION FOR ENVIRONMENTAL SERVICES: SHADES LINE MAINTENANCE FROM SANSOM EQUIPMENT COMPANY, BIRMINGHAM, AL, TO PAY INVOICE # 36514 (06/05/2012) ONLY. SAP PURCHASE ORDER # 2000070233  
\$1,067.04 TOTAL

For Week of 12/25/12 -12/31/12

1. EXCEPTION FOR ENVIRONMENTAL SERVICES ADMINISTRATION FROM B W WEST GEORGIA FENCE COMPANY INCORPORATED, CARROLLTON, GA, PAYMENT OF PAST DUE INVOICE # 5156 DATED 12/23/2012 TO REPLACE FENCING AT VILLAGE CREEK WWTP. SAP PURCHASE ORDER # 2000069567 \$7,667.00 TOTAL
2. EXCEPTION FOR COOPER GREEN MERCY HOSPITAL: ADMINISTRATION FROM SIMPLEX GRINNELL LP, PALATINE, IL, PURCHASE ORDER ISSUED FOR PAYMENT OF INVOICE # 68317490 FOR SERVICES RENDERED ON 10/25/2012 FOR EMERGENCY REPAIR OF NURSE CALL ICU. SAP PURCHASE ORDER # 2000070318 \$7,719.08 TOTAL
3. EXCEPTION FOR COOPER GREEN MERCY HOSPITAL FROM GLOBAL PHARMACEUTICAL SOLUTIONS, LLC, EFFINGHAM, IL, PURCHASE ORDER TO PAY GPS INVOICES #25153, 25165, 25138, 25157 AND 25163. CURRENTLY IN TRANSITION TO DATA RX CON-00002736. COMPANY PROVIDES PHARMACY BENEFIT ADMINISTRATION SERVICES. TARGET DATE FOR THE COMPLETION OF TRANSITION IS UNKNOWN. SAP PURCHASE ORDER # 2000070386



\$16,891.84 TOTAL

4. EXCEPTION FOR COOPER GREEN MERCY HOSPITAL FROM LANGUAGE LINE, LLC, DALLAS, TX, PURCHASE ORDER TO PAY INVOICES FOR INTERPRETATION SERVICES. THIS SERVICE MUST BE PROVIDED AS MANDATED BY THE JOINT COMMISSION STANDARD RI.01.01.03. PATIENT RIGHTS COMPLIANCE. SERVICES SCHEDULED TO BE REBIU BY THE PURCHASING DIVISION. SAP PURCHASE ORDER # 2000070390 \$13,569.56 TOTAL

For Week of 01/01/13 - 01/07/13

1. EXCEPTION FOR JEFFERSON REHABILITATION AND HEALTH CENTER FROM HILL-ROM, BATESVILLE, TN, TO PAY INVOICES FRO MATTRESSES AND BED RENTALS FOR PATIENTS AT JRHC AS PRESCRIBED BY THE ATTENDING PYHSICIAN AND ORDERED BY A MEMBER OF THE MEDICAL STAFF. SAP PURCHASE ORDER # 2000070420 \$1,350.00 TOTAL
2. EXCEPTION FOR COOPER GREEN MERCY HOSPITAL (SURGERY) FROM SOUTHERN ORTHOPEDICS, ATLANTA, GA, TO PAY INVOICES FOR ORTHO IMPLANTS AS PRESCRIBED BY DR. FLOYD AND ORDERED BY A MEMBER OF THE CGMH MEDICAL/SURGICAL STAFF ON BEHALF OF PATIENT(S). SAP PURCHASE ORDER # 2000070421 \$4,739.00 TOTAL
3. EXCEPTION FOR COOPER GREEN MERCY HOSPITAL (SURGERY) FROM SMITH AND NEPHEW ENDOSCOPY, ANDOVER, MA, TO PAY INVOICES FOR ORTHOPEDIC SUPPLIES AS PRESCRIBED BY ATTENDING PHYSICIAN AND ORDERED BY A MEMBER OF THE CGMH MEDICAL/ SURGICAL STAFF ON BEHALF OF PATIENT(S). SAP PURCHASE ORDER # 2000070425 \$755.00 TOTAL
4. EXCEPTION FOR COOPER GREEN MERCY HOSPITAL (SURGERY) FROM UNIVERSAL HOSPITAL SERVICES, BIRMINGHAM, AL, TO PAY INVOICES FOR MATTRESSES AND BED RENTALS AS PRESCRIBED BY ATTENDING PHYSICIAN AND ORDERED BY A MEMBER OF THE CGMH MEDICAL/SURGICAL STAFF ON BEHALF OF PATIENT(S). SAP PURCHASE ORDER # 2000070426 \$9,310.00 TOTAL
5. EXCEPTION FOR COOPER GREEN MERCY HOSPITAL (SURGERY) FROM SMITH & NEPHEW ORTHOPEDICS, ATLANTA, GA, TO PAY INVOICES FOR ORTHOPEDIC IMPLANTS AS PRESCRIBED BY ATTENDING PHYSICIAN DR. FLOYD AND ORDERED BY A MEMBER OF THE CGHM MEDICAL/SURGICAL STAFF ON BEHALF OF PATIENT(S). SAP PURCHASE ORDER # 2000070427 \$5,786.70 TOTAL

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

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Jan-17-2012-18

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Encumbrance Reports for the weeks of 12/11/12 - 12/17/12, 12/18/12 - 12/24/12, 12/25/12 - 12/31/12 and 1/1/13 - 1/7/13.

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

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STAFF DEVELOPMENT

Individual Staff Development

Office of Senior Citizen Services

Janice Williams \$450.00  
Virtual Dementia Training  
Roswell, GA – January 30, 2013

Revenue

Bruce Thompson \$2,406.50  
Sales Tax Audit  
Boston, MA – February 16-24, 2013

Roads & Transportation

Natalie Kornegay \$138.56

Prefabricated Drainage Structure Course  
Pelham, AL – December 5, 2012

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

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BUDGET TRANSACTIONS

Position Changes and/or Revenue Changes

1. Jefferson Rehabilitation & Health Center \$1,092,324

Transfer 8 Staff Nurses (Gr.21), 1 Dietitian (Gr. 20), 9 Patient Care Technicians (Gr. 9), 1 Admin III (Gr. 16), 2 Admin II (Gr. 13), 2 Admin I (Gr. 10) and 1 Medical Clerk (Gr. 11) from Cooper Green to Jefferson Rehab & Health Center. Shift funds from contract staffing to salaries

2. Youth Detention \$0

Transfer 2 Cooks (Gr. 10) from Cooper Green to Youth Detention to fill vacant positions.

Other Budget Transactions

3. Environmental Services \$1,051,396

Shift funds from the uncommitted account to various capital accounts to cover the cost of capital equipment that was purchase last fiscal year but not delivered until Fiscal Year 2013. The purchase orders for this equipment was rolled over into Fiscal Year 2013 without the associated budget creating negative balances within the equipment accounts. The negative accounts prevent ESD from purchasing approved Fiscal Year 2013 equipment.

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

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Jan-17-2013-19

WHEREAS, requirements of the new online insurance verification system as required by ACT 2011-688 required that Jefferson County be provided assistance related to the Microsoft.NET based application previously developed to process online renewals for automobiles; and

WHEREAS, Ingenuity Inc., has entered into a Master Agreement (Agreement) dated October 11, 2011 between the Jefferson County Commission (Jefferson County) and Ingenuity, Inc., (Ingenuity); and

WHEREAS, Ingenuity will provide assistance to Jefferson County related to the Microsoft.NET based application that Ingenuity previously developed for Jefferson County to process online renewals for automobiles; and

WHEREAS, the primary focus of Ingenuity's services will be to enable the application to take advantage of the new Mandatory Liability Insurance (MLI) system that was created by a third party to address the requirements of the new law put in place by the State of Alabama; and

WHEREAS, on January 4, 2013 an emergency shopping cart was processed to complete the work necessary to resume processing online motor vehicle renewals with the signature of three Jefferson County Commissioners.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the actions taken on January 4, 2013 to process this emergency shopping cart are hereby ratified.

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

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Jan-17-2013-20

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 2 to the agreement between Jefferson County, Alabama and GHA Technology, Inc. to provide Solar Wind Net Flow maintenance and support for the period February 1, 2013 - January 31, 2014 in the amount of \$5,816.

CONTRACT NO.: 00003357

Contract Amendment No. 2

This Amendment to Contract entered into the 14<sup>th</sup> day of December 2012, between Jefferson County, Alabama, hereinafter referred to as "the County, and GHA Technology, Inc., hereinafter referred to as the "Contractor" to provide Solar Wind Net Flow Traffic Analyzer Maintenance and Support.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

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

The original contract between the parties referenced above was approved by The Commission on February 22, 2011, recorded in MB 161, pages (s) 291-292, amendment 1 approved by Commission on February 14, 2012, recorded in MB 162, page 584, and is hereby amended as follows:

Item 3. Terms of Agreement and Authorization to Perform Work: February 1, 2013 to January 31, 2014

Item 4. Amend Compensation: Contractor will be compensated in the amount of \$5,816.00

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

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

GHA TECHNOLOGIES, INC.

Thomas Onash, Sales Representative

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

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Jan-17-2013-21

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 2 to the agreement between Jefferson County, Alabama and Access IT Group, Inc. to provide RSA server software and hardware maintenance and support for the period January 1, 2013 - December 31, 2013 in the amount of \$8,498.60.

CONTRACT NO.: 00003422

Contract Amendment No. 2

This Amendment to Contract entered into the 4<sup>th</sup> day of December 2012, between Jefferson County, Alabama, hereinafter referred to as "the County, and Access IT Group Inc., hereinafter referred to as the "Contractor" to provide RSA Software and Hardware Maintenance and Support.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

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

The original contract between the parties referenced above was approved by The Commission on January 25, 2011, recorded in MB 161, pages (s) 221-223; amendment 1 approved by the Commission On March 13, 2012, recorded in MB 163, page 43, and is hereby amended as follows:

Item 3. Terms of Agreement and Authorization to Perform Work: January 1, 2013 to December 31, 2013

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

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

Jefferson County Commission

CONTRACTOR

Pete Chancellor, Account Manager

Access IT Group, Inc.

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

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Jan-17-2013-22

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Provista which authorizes Provista and its agents to act as non-exclusive group purchasing agent for purposes of negotiating and entering into Provista Supplier Agreements for a period of three years beginning December 10, 2012 at no cost to the County.

#### PROVISTA GPO PARTICIPATION AGREEMENT

This Provista GPO Participation Agreement (this "Agreement") is made this 10<sup>th</sup> day of December, 2012 (the "Effective Date"), by and between Provista, LLC T<sup>o</sup> ("Provista"), a Delaware limited liability company, and the Jefferson County Commission, d/b/a Cooper Green Mercy Hospital ("Customer").

WHEREAS, Provista is a group purchasing organization ("GPO") that, among other things, negotiates, directly and through its affiliate, Novation, LLC ("Novation") and/or third party agents, vendor and distribution agreements on behalf of participating organizations.

WHEREAS, Customer is an organization that desires to obtain access to the Provista Supplier Agreements (as defined herein) under the terms of this Agreement.

NOW, THEREFORE, in consideration of the covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. Definitions. For purposes of this Agreement, the following terms have the following meanings:

A. "Confidential Information" is defined in Section V.

B. "Covered Items" means goods, services or intangible rights.

C. "Provista Supplier Agreement" means an agreement between Provista (or one of its agents, such as Novation) and a Supplier, pursuant to which the Supplier makes goods, services and/or intangible rights available for purchase by Provista customers.

D. "Supplier" means a vendor or distributor of Covered Items.

II. Provista Supplier Agreements

A. Authorization. Customer hereby authorizes Provista, and its agents, to act as its non-exclusive group purchasing agent for purposes of negotiating and entering into Provista Supplier Agreements. Notwithstanding the foregoing, this authorization shall be contingent upon Customer's proper and timely completion, of any necessary enrollment forms or declaration documents. Nothing in any Provista Supplier Agreement shall, in any way, obligate Customer to purchase, license or lease any Covered Item thereunder.

B. Supplier Agreement Terms. Customer acknowledges and agrees that before it may purchase through Provista Supplier Agreements, Provista may need to ensure that its Suppliers are willing to do business with Customer. Customer further acknowledges and agrees that, in the event that Customer purchases Covered Items pursuant to Provista Supplier Agreement, Customer shall comply with any and all applicable terms and conditions set forth in such Provista Supplier Agreement.

C. Own Use: Not For Resale. If Customer is a nonprofit organization, Customer represents and warrants that all goods purchased through Provista Supplier Agreements will be for Customer's "own use," within the meaning of the Nonprofit Institutions Act as interpreted by the U.S. Supreme Court in *Abbott Laboratories v. Portland Retail Druggists Association Inc.*, 425 U.S. 1 (1976), and following cases. Notwithstanding, in no event shall Customer sell, resell, lease or otherwise transfer goods purchased through Provista Supplier Agreements to a third party unless expressly permitted by the terms of the applicable Provista Supplier Agreement. Any breach of the foregoing representation and warranty may result in immediate termination of this Agreement.

III. Supplier Fees and Disclosure Reports

A. In General. Customer acknowledges and agrees that, pursuant to the terms of Provista Supplier Agreements, Provista may receive fees from Suppliers ("Supplier Fees") for Provista's provision of certain services to Suppliers. Except as noted below, each Provista Supplier Agreement provides for Supplier Fees that are fixed at three percent or less of the purchase price of the Covered Items in the Provista Supplier Agreement.

B. Fee Database. With respect to Provista Supplier Agreements providing for Supplier Fees that are not fixed at three percent or less of the purchase price of the Covered Items, Customer (or its authorized agent or designee) has been given access to a secure, electronic web-based database that lists all such Supplier Fees, which shall be updated by Provista or Novation, as applicable, from time to time, as necessary.

C. Contact for Questions. If Customer has any questions concerning Supplier Fees in general or the Supplier Fee provisions of any Provista Supplier Agreement in particular, Customer may contact Provista.

D. Disclosure Report. Provista shall provide Customer (or its authorized agent or designee) with, or provide Customer with access to, an annual report listing Customer's purchases under Provista Supplier Agreements and the associated Supplier Fees received by Provista based on such purchases.

#### IV. Term and Termination

A. Term. The initial term of this Agreement shall commence as of the Effective Date and continue for three (3) years (the "Term").

B. Termination Without Cause. Either party may terminate this Agreement at will and without cause at any time upon thirty (30) days' prior written notice to the other party.

C. Termination For Cause. Either party may serve written notice of material breach of this Agreement to the other party, which notice shall specify the nature of the breach. If such material breach is not cured within thirty (30) days of the notice, or such additional time as is reasonably required and agreed to by both parties to cure such material breach, the notifying party may terminate this Agreement upon ten (10) days written notice thereafter.

D. Effect of Expiration or Termination. Upon any expiration or termination of this Agreement, Sections V.A., V.D., V.F., V.G., V.H., V.J, V.K., V.L., and V.M. shall survive.

#### V. Miscellaneous

##### A. Confidentiality

1. General. Except as provided below, neither party shall, during the term of this Agreement and for a period of three (3) years after the expiration or termination thereof, disclose to any third party, other than its employees or agents with a need to know who have been advised of the confidentiality restrictions contained in this Agreement, or use for any purpose other than compliance with this Agreement, any of the Confidential Information of the other party.

2. Exclusions. The obligation of confidentiality described in this Section V.A. shall not apply to information that is:

- a) publicly available through no fault of the receiving party;
- b) received from a third party who is not under an obligation of confidentiality to the disclosing party;
- c) known by the receiving party prior to disclosure by owner;
- d) developed by the receiving party independently from the Confidential Information of the owner; or
- e) required to be disclosed by law or legal process, as determined by the receiving party based on the advice of legal counsel, so long as the party uses reasonable efforts to notify the disclosing party prior to such disclosure.

3. Provista Disclosures. Notwithstanding anything in this Agreement to the contrary, Provista shall have the right to disclose the terms and conditions of this Agreement to Channel Partner, Suppliers with whom Provista has Provista Supplier Agreements, and federal, state, and local governmental regulatory entities.

4. Definition. For purposes of this Agreement, the term "Confidential Information" includes:

- a) any information which refers or relates to this Agreement, any agreements between Provista and its customers, and any Provista Supplier Agreement, including but not limited to any information relating to Supplier pricing, customer data, customer lists, financial analyses, benchmarking, and comparative reports of any kind prepared by the other party;
- b) any information that a party marks as "Confidential," "Proprietary" or with a similar legend prior to disclosure;
- c) any information which is orally identified as confidential at the time of disclosure and confirmed as confidential in writing within three (3) business days following such disclosure; and
- d) all information generated by a party that contains, reflects, or is derived from Confidential Information.

B. Assignment. This Agreement may not be transferred or assigned without the prior written consent of the non-assigning party. Notwithstanding the foregoing, Provista may, without the consent of Customer, assign this Agreement to a parent, affiliate or subsidiary or to the successor in interest in the event of a merger or sale of substantially all of its assets. Provista shall provide Customer with written notice of such assignment. Any attempt to assign this Agreement without the required consent shall be void.

C. Binding Agreement. This Agreement will inure to the benefit of and be binding on the parties and their permitted successors and assigns.

D. Reporting Price Reductions: Compliance with Law. Customer represents, warrants and guarantees that at all times during the Term of this Agreement, Customer shall comply with all applicable federal, state and local laws. To the extent Customer receives discounts, rebates or any other price reductions as a result of purchases under a Provista Supplier Agreement, or any other remuneration under this Agreement or any Provista Supplier Agreement, Customer may have an obligation under federal or state law to disclose such price reductions or remuneration to federal or state health care programs or other payors, and Customer agrees to comply with all such laws.

E. Exclusion. Each party represents and warrants that it has never been, and shall never be, during the term of this Agreement, excluded

from participation in any federal health care program (as such term is defined in 42 U.S.C. § 1320a-7b(f)) ("Federal Health Care Program"), or been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency. Each party represents and warrants that it has not been the subject of an actual, pending or threatened formal adverse action, as that term is defined in 42 U.S.C. § 1320a-7e(g). Each party agrees that it will notify the other party immediately in the event it is excluded from any Federal Health Care Program, or, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency, during the term of this Agreement.

F. Liability. Customer and Provista shall each be responsible for any and all liability resulting from the acts and/or omissions of their respective employees, officers, directors, members, affiliates, subsidiaries, agents and contractors. Neither party shall be liable for any liability resulting from the acts and/or omissions of the other party's employees, officers, directors, members, affiliates, subsidiaries, agents or contractors.

G. Limitation of Liability. Neither party shall be liable for special, incidental or consequential damages under this Agreement, even if advised of the possibility thereof. All remedies available to an aggrieved party herein under this Agreement, at law, or in equity, are cumulative and not mutually exclusive. Provista and its parent, subsidiaries, affiliates, directors, officers, agents and employees shall not be liable to Customer for any act, or failure to act, in connection with any Provista Supplier Agreement (or Provista program), including, but not limited to, any failure of a Supplier to furnish the Covered Items that the Supplier has agreed to furnish under any Provista Supplier Agreement. Without limiting the generality of the foregoing, Provista hereby disclaims and excludes any express or implied representation or warranty regarding any Covered Items under any Provista Supplier Agreement (or Provista program).

H. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the transactions contemplated hereby. This Agreement supersedes all written or oral prior agreements or understandings with respect to the subject matter hereof. This Agreement may not be amended or modified, and no provision of this Agreement may be discharged or waived, except by a writing signed by Provista and Customer. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

I. Severability. In the event any provision of this Agreement is for any reason deemed to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other term or provision of this Agreement, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

J. Notice. Any notice required by this Agreement will be deemed to be properly given if sent by (1) certified or registered mail, return receipt requested, or (2) national courier service, such as federal express, at the addresses set forth below or at any other address of which notice has been properly given pursuant to the provisions of this Section V.J.:

If to Provista: Provista, LLC  
220 E. Las Colinas Blvd.  
Irving, TX 75039  
Attn: Legal Counsel

If to Customer: Jefferson County Commission  
Purchasing Division, Room 830  
716 Richard Arrington, Jr. Blvd, N.  
Birmingham Alabama, 35203  
Attn: Purchasing Agent

K. Governing Law. This Agreement will be construed under and governed by the laws of the State of Alabama.

L. Independent Contractors. The parties to this Agreement are independent contractors and are solely responsible for the conduct of their respective employees, agents, and representative in connection with the performance of their obligations under this Agreement. Neither party will, by entering into this Agreement, become liable for any of the existing or future obligations, liabilities or debts of the other party. Nothing in this Agreement will be construed as creating a partnership or joint venture between Provista and Customer.

M. Audit Rights. At any time during the Term of this Agreement and for a period of one (1) year following termination or expiration of the Agreement, Provista and Customer or its authorized representatives will have the right, upon reasonable written notice and during regular business hours, to inspect and audit all such books, records and accounts of the other party as is necessary to establish and verify the other's compliance with this Agreement.

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered by their respective authorized representatives.

PROVISTA, LLC

Jefferson County Commission

W. D. Carrington Commission President

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

Jan-17-2013-23

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 1 to the agreement between Jefferson County, Alabama and Data Innovations, LLC to provide maintenance and support for Lab Instrument Manager Solution for the period November 21, 2012 - November 20, 2013 in the amount of \$6,745.50.

CONTRACT NO.: CON00002889

Contract Amendment No. I

This Amendment to Contract entered into the 1<sup>st</sup> day of November 2012, between Jefferson County, Alabama, hereinafter referred to as "the County", and Data Innovations LLC, hereinafter referred to as the "Contractor" to provide maintenance and support for Lab Instrument Manager Solution.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract;

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

The original contract between the parties referenced above, was approved by the Commission on September 27, 2011, Minute Book 162 Page 247, is hereby amended as follows:

TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: November 21, 2012 through November 20, 2013.

To incorporate quotation # 6199 dated October 9, 2012 in the amount of \$6,745.50.

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

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

DATA INNOVATIONS

\_\_\_\_\_, Authorized Signature

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

Jan-17-2012-24

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Jefferson Clinic, PC to provide physician staffing and supervision at Cooper Green for the period January 1, 2013 - December 31, 2013 in the amount of \$1,967,118.

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into by and between the Jefferson Clinic, P.C. a professional corporation organized under the laws of Alabama, ("the Corporation") and Jefferson County Alabama ("Jefferson County"), d/b/a CG Clinics as of the 1<sup>st</sup> day of January, 2013.

BACKGROUND

Jefferson County operates a number of health care clinics. Jefferson County desires to retain the Corporation to provide clinical and administrative professional services at CG Clinics, and the Corporation desires to provide those services, all upon the terms and conditions stated below. This Agreement is entered into for the purpose of defining the parties' respective rights and responsibilities.

NOW THEREFORE, in consideration of the mutual agreements set out below, the parties agree as follows:

Section 1-Representation and Warranties of the Corporation.

§ 1.1 Organizational Status. The Corporation represents and warrants that it is a professional service corporation duly organized and validly existing under the laws of the State of Alabama.

§ 1.2 Authority / Binding Effect. The Corporation represents and warrants that it has all requisite corporate power and authority to execute and deliver this Agreement and all of the other documents and instruments required to be delivered hereunder. This Agreement and all other documents and instruments required to be delivered hereunder constitute valid and binding obligations of the Corporation, legally enforceable against it in accordance with their terms.

#### Section 2 - Duties and Obligations of the Corporation.

§ 2.1 Definitions. As used in this Agreement, the term "Corporation's; Representatives" shall mean all of the Corporation's employees, shareholders, partners, sub-clinics, and agents providing services under this Agreement.

#### § 2.2 Procurement and Qualifications of Physicians.

(a) The Corporation shall make available sufficient licensed physicians and staff to perform and complete the duties of the Corporation in maintaining the services described hereunder to persons who present themselves for care at CG Clinics.

(b) The following qualifications must be satisfied by each of the Corporation's Representatives as a condition of providing services under this Agreement:

(i) Shall at all times keep and maintain as necessary a valid license to engage in the practice of medicine in the State of Alabama to provide the services contemplated by this Agreement.

(ii) Shall at all times be a participating provider in good standing in the Medicare and Medicaid programs. The Corporation warrants that its physicians and staff are not excluded from any Federal health care program (as defined in 42 U.S.C. § 1320 a-7b(F)) and are not currently under investigation or subject to any proceeding which could lead to exclusion. Corporation agrees, to the extent legally permissible, to notify Jefferson County in writing of any investigation proceedings or other action by a regulatory authority which results in or could lead to the exclusion of physician or staff from any Federal health care program within fifteen (15) days after receiving notice of such.

§ 2.3 The Corporation's Administrative and Supervisory ("A&S") Services. The Corporation shall provide A&S services set forth below for Jefferson County's outpatient programs.

(a) Provide input and guidance to the clinical support staff of CG Clinics, to attempt to assure that the clinical services rendered meet or exceed accepted standards of care.

(b) Participate as reasonably requested in Jefferson County's plans and programs to assess and improve the quality and utilization of CG Clinics' specified programs, including, but not limited to, plans and programs concerned with quality assessment and improvement, utilization review, risk management, and infection control.

(c) Participate as reasonably requested in planning for Jefferson County's specified programs, including, but not limited to, providing input regarding equipment selection, budgeting and marketing.

(d) Reasonably cooperate with Jefferson County regarding administrative, operational, personnel or professional medical problems relating to Jefferson County's programs described in Exhibit A attached hereto

(e) Coordinate with Jefferson County representatives to plan and develop patient care protocols for Jefferson County's programs.

(f) Reasonably inform the medical community of the capabilities of Jefferson County's programs.

#### § 2.4 The Corporation's Professional Medical Services.

(a) General. Except as otherwise provided, the Corporation shall provide the following professional medical services for patients of CG Clinics ("Core Medical Services"):

(1) The Corporation shall staff CG Clinics with physicians, providing professional medical services to patients in accordance Exhibit A. attached hereto.

(2) The Corporation shall provide all necessary physician after-hours answering services for established patients as reasonably required by Jefferson County and as set forth on Exhibit A, attached hereto.

(b) Requirements Relating to Professional Medical Services. In, the performance of services described under § 2.4(a) above, the Corporation shall:

(1) Reasonably ensure that the Corporation's Representatives provide timely, complete and accurate documentation in Jefferson County's medical records for patients of CG Clinics in accordance with the policies and procedures of Jefferson County and customary professional standards applicable to medical records documentation. The Corporation and the Corporation's Representatives shall have access to such records created by the Corporation's Representatives as may be necessary for the continuing care of the patient and as otherwise permitted by law.

(2) To the extent legally permissible, the Corporation and the Corporation's Representatives shall furnish any and all information, records and other documents which may be related to the Corporation's services hereunder which Jefferson County may



reasonably request in furtherance of its quality assurance, utilization review, risk management, and any other plans and/or programs adopted by Jefferson County to assess and improve the quality and efficiency of CG Clinics' services.

(3) During the term of this Agreement, Corporation agrees that it will not bill patients or third party payers for physicians services provided to patients of CG Clinics under this Agreement.

(4) The Corporation agrees not to use, or permit any of the Corporation's Representatives to use, any part of Jefferson County's facilities as a private office for the delivery of care. This provision shall not, however, be construed as prohibiting the Corporation from maintaining, at the Corporation's expense, an office for private practice at any location outside of CG Clinics.

(5) Neither the Corporation, nor any of the Corporation's Representatives, shall have the right or authority to enter into any contract in the name of Jefferson County or its facilities or otherwise bind Jefferson County in any way.

(6) The Corporation's Representatives are willing and able to provide professional medical services in a competent, timely and professional manner, consistent with their training and expertise and recognized standards of medical practice.

(7) The Corporation and the Corporation's Representatives shall perform all services under this Agreement in accordance with any and all regulatory and accreditation standards applicable to CG Clinics and the services, including, without limitation, those requirements imposed by any State or other regulatory and accrediting organizations, and the Medicare/Medicaid Conditions of Participation, and any amendments thereto.

### Section 3 - Representations and Warranties of Jefferson County.

§ 3.1 General. Jefferson County represents and warrants that it has all requisite power and authority to execute and deliver this Agreement and all of the other documents and instruments required to be delivered hereunder. This Agreement and all other documents and instruments required to be delivered hereunder constitute valid and binding obligations of Jefferson County, legally enforceable against it in accordance with their terms.

§ 3.2 Exclusion. Jefferson County warrants that its physicians (if applicable) and staff are not excluded from any Federal health care program (as defined in 42 U.S.C. § 1320 a-7b(F)) and are not currently under investigation or subject to any proceeding which could lead to exclusion. Jefferson County agrees, to the extent legally permissible, to notify Corporation in writing of any investigation proceedings or other action by a regulatory authority which results in or could lead to the exclusion of physician or staff from any Federal health care program within fifteen (15) days after receiving notice of such.

### Section 4 - Jefferson County's General Obligations.

§ 4.1 General. Jefferson County shall reasonably ensure the performance of all, of the following, all of which shall be provided to the Corporation at no cost:

(a) Jefferson County shall provide the space, equipment (including, without limitation, telephone, computer and information systems, etc., all of which shall be maintained in good working condition), clinical, technical, and personnel required by the Corporation to fulfill its clinical responsibilities hereunder for services to be provided by the Corporation pursuant to this Agreement.

(b) Jefferson County shall, in cooperation with the Corporation, make best efforts to establish administrative and business practices at the clinics for the efficient, prompt and effective handling of patient inquiries, scheduling appointments, greeting and processing patients within CG Clinics in accordance with legal, ethical and payer guidelines.

(c) CG Clinics shall provide, upon request by Corporation, information regarding managed care plans and third party payer plans with which Jefferson County contracts when the Corporation participates or considers participation in these plans. Furthermore, Jefferson County shall ensure adequate time for the Corporation's physicians to be credentialed by any such managed care plans and third party payer plans so as to allow the Corporation and the Corporation's Representatives to obtain provider numbers prior to the commencement of the Corporation or the Corporation's Representatives' participation in any such managed care or third party payor plans.

(d) Jefferson County shall ensure that CG Clinics shall provide and maintain an adequate and complete system of medical records at Jefferson County's expense.

(e) Jefferson County shall provide other reasonable support services necessary to provide services including, assisting in scheduling, referring patients for appropriate and timely follow up and treatment to ensure the standard of care is maintained for the practice of medicine and procurement of specialists, preparation and filing of patient consents to treatment, and other services which may be reasonably requested by the Corporation or the physicians supplied by the Corporation. Without limiting the foregoing, Jefferson County shall use its best efforts to ensure that all patients have the appropriate preauthorization, authorization and referrals, if applicable, prior to services being rendered.

(f) Neither Jefferson County, nor any Jefferson County Representative, shall have the right or authority to enter into any contract in the name of the Corporation or its facilities, or otherwise bind the Corporation in any way.

### Section 5 - Mutual Obligations.

§ 5.1 Executive Meeting. During the first week of each month, the President of the Corporation will make himself available to meet with the Jefferson County Manager to discuss progress toward the shared objectives of both parties.

§ 5.2 Non-Interference/Non-Solicitation. During the term of this Agreement, neither party shall, directly or indirectly, engage in any conduct intending or having the effect of persuading any patient, payor or provider to discontinue or forego entering into any business or service relationship with the other party or any of its affiliates for the provision of medical services. Neither party shall solicit or in any manner attempt to solicit or induce any person employed by or serving as an agent of the other party to terminate such person's association or contract of employment or agency, as the case may be, with that party.

#### Section 6 - Compensation.

§ 6.1 Compensation for Core Medical Services. The Corporation shall receive annual compensation for Core Medical Services provided to the patients enrolled in or deemed eligible for services at CG Clinics based on the staffing mix described in Exhibit A, in the amount of \$ 1,967,118.00. Jefferson County agrees to pay this annual compensation in 12 consecutive equal monthly payments.

#### § 6.2 Logistical Issues for Compensation.

(a) In the event of an early termination of this Agreement, Jefferson County shall pay the Corporation for services provided the date of termination.

(b) All payments due to the Corporation hereunder shall be payable monthly, due and payable on the first (1s) day of each month. Any payments due to the Corporation hereunder which are delinquent shall bear interest at the rate of 1.5% per month.

#### Section 7 - Term and Termination.

§ 7.1 Term. This Agreement shall be effective as of January 1, 2013 (the "Effective Date") through December 31, 2013, subject to the parties hereto negotiating a subsequent amendment to the instant Agreement, on or before May 1, 2013 for a new value based fee schedule, based on productivity, for physician services, which fee schedule shall provide for compensation that is set in advance (within the meaning of such term under 42 CFR § 411.354(d) and which otherwise complies with the requirements of 42 CFR § 411.357(d)). If the subsequent amendment to the instant Agreement for a value based fee schedule has not been approved by the Jefferson County Commission on or before May 31, 2013, the instant Agreement shall automatically terminate in its entirety, effective 11:59 p.m. May 31, 2013.

§ 7.2 Termination for Cause after Notice of Breach. Subject to § 7.1 above, either party may terminate this Agreement at any time in the event the other party engages in an act or omission constituting a material breach of any term or condition of this Agreement and no actions to cure such material breach have been initiated in the manner described in this paragraph. The party electing to terminate this Agreement shall provide the breaching party with not less than sixty (60) days advance written notice specifying the nature of the breach. The breaching party shall then have forty-five (45) days from the date of the notice in which to remedy the breach and conform its conduct to this Agreement. If such corrective action is not taken within the time specified, this Agreement shall terminate at the end of the sixty (60) day period without further notice or demand.

§ 7.3 Termination or Reduction of Compensation. In the event that Corporation fails to provide the staffing levels provided for in Exhibit A, Jefferson County shall have the right, at its option, to either terminate this Agreement in accordance with the notice provisions of § 7.2 above, or reduce compensation payments to the Corporation to reflect the actual staffing levels provided by Corporation in accordance with the compensation levels set forth on Exhibit A. Jefferson County may not reduce compensation payments to Corporation under this Section unless Jefferson County has provided written notice to Corporation of its intent to do so and allowed Corporation to attempt to mitigate that reduction in service. Such notice must be provided at least thirty (30) days in advance of any payment that is reduced under this Section.

§ 7.4 Immediate Termination. Either party may terminate this Agreement immediately upon the complete closure of CG Clinics.

§ 7.5 Obligations after Termination. Upon any termination of this Agreement, neither party shall have further rights against, or obligations to, the other party except with respect to any rights or obligations accruing through the date and time of termination and any obligations, promises or agreements which expressly extend beyond the termination.

#### Section 8 - Insurance and Indemnification.

§ 8.1 Insurance. Each physician of the Corporation shall carry professional liability insurance as required by Jefferson County.

§ 8.2 Jefferson County's Insurance. During the term of this Agreement, Jefferson County shall keep and maintain, at their sole cost and expense, such professional and general liability coverage for the acts and omissions of Jefferson County, its officers, directors, employees, and agents (excluding the Corporation and the Corporation's Representatives should it or they be deemed to be agents notwithstanding the contrary intent of the parties). All such insurance shall be issued upon such forms and in such amounts that are customary in the healthcare industry. Notwithstanding the foregoing, Jefferson County may, at its option self-insure:

§ 8.3 Indemnification. Except as provided for in the below § 10.16 of this Agreement, Jefferson County and Corporation shall each be responsible for any and all liability resulting from the acts and/or omissions of their respective employees, officers, directors, agents and contractors and neither party shall be liable for any liability resulting from the acts and/or omissions of the other party's employees, officers, directors, agents and contractors.

#### Section 9 - Corporation Covenants.

§ 9.1 Modification. If a court determines that the scope of any restrictions contained in § 5.2 hereof is too broad to permit enforcement

of such restrictions to their full extent, then such restrictions shall be enforced to the maximum extent permitted by law, and the Corporation hereby consents and agrees that such scope may be modified accordingly in any proceeding brought to enforce such restrictions.

§ 9.2 Injunctive Relief. Corporation agrees that in the event of any breach by Corporation or Corporation's Representatives of any of the provisions of this Section 9 or of Section 5 that Jefferson County may suffer irreparable harm for which the remedy of monetary damages may be inadequate. Therefore, in the event of a breach by Corporation or Corporation's Representatives thereof, Jefferson County, in addition to, and not in limitation or, any other rights, remedies, or damages available to Jefferson County at law or in equity, shall be entitled to a temporary restraining order, preliminary injunction, and permanent injunction in order to prevent or restrain any such breach by Corporation or by Corporation's Representatives, and/or any and all persons directly or indirectly acting for or with Corporation.

#### Section 10 - Miscellaneous Provisions.

§ 10.1 Notice. Any notice required or desired to be given in respect to this Agreement shall be deemed to be given upon the earlier of (i) actual delivery to the intended recipient or its agent, or (ii) upon the third business day following deposit in the United States mail, postage prepaid, certified or registered mail, return receipt requested. Any such notice shall be delivered to the respective addresses set out below, or to such other address as a party shall specify in the manner required by this § 10.1. The respective addresses are:

If to Jefferson County: County Manager

Suite 251  
Jefferson County Courthouse  
716 Richard Arrington Blvd. N.  
Birmingham, Alabama 35203

With a copy to:

Jefferson County Attorney  
Suite 280  
Jefferson County Courthouse  
716 Richard Arrington, Jr. Blvd. N.  
Birmingham, AL 35203

If to the Corporation: President

Jefferson Clinic, P.C.  
P.O. Box 55845  
Birmingham, Alabama 35255-5845

With a copy to:

Russell L. Irby, III  
Johnston Barton Proctor & Rose LLP  
569 Colonial Brookwood Center, Suite 901  
Birmingham, Alabama 35209

§ 10.2 Entire Agreement. This Agreement contains the entire agreement of the parties hereto and supersedes all prior agreements, contracts and understandings, whether written or otherwise, between the parties relating to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

§ 10.3 Partial Invalidity. In the event any provision of this Agreement is found to be legally invalid or unenforceable for any reason, the remaining provisions of the Agreement shall remain in full force and effect provided the fundamental rights and obligations remain reasonably unaffected.

§ 10.4 Assignment. Because this is a personal, services, contract, the Corporation may not assign any of its rights or obligations hereunder without the prior written consent of Jefferson County. The County may assign this Agreement to any successor to all, or substantially all, of CG Clinics' operating assets or to any affiliate of Jefferson County. This Agreement shall inure to the benefit of and be binding upon parties hereto and their respective successors and permitted assigns.

§ 10.5 Independent Contractors. Corporation acknowledges that it (and its agents and employees) is an independent contractor and not an agent or employee or joint venturer of Jefferson County for any purpose and is not entitled to any type of leave, insurance, or other employee benefit from Jefferson County. Additionally Corporation understands and agrees that this agreement does not establish any employer-employee relationship, nor master-servant relationship, in any way whatsoever, between Jefferson County and any employee or agent of Corporation. Corporation shall not represent itself to any third party as an agent or employee of Jefferson County. Corporation shall withhold and pay all Federal, Social Security taxes, Federal and State Unemployment taxes, and all similar payroll taxes, including Workers Compensation insurance related to its agents and employees and to the extent allowed by law, indemnify and hold Jefferson County harmless from such claims.

§ 10.6 Regulatory Requirements. The parties expressly agree that nothing contained in this Agreement is intended or shall be construed as an inducement to the Corporation or the Corporation's Representatives to refer any patients to, or order any goods or services from CG

Clinics. Notwithstanding any unanticipated effect of any provision of this Agreement, neither party will knowingly or intentionally conduct itself in a manner which violates the federal Antikickback Statute, the Criminal and Civil False Claims Act, the federal SelfReferral Statute, federal law or regulation relating to criminal mail, wire fraud, or health care fraud, or any other federal, state or local law or regulation, or which could reasonably result in such a violation. All amounts paid under this Agreement are expressly intended to reflect and do reflect fair market value for services rendered.

§ 10.7 7 Third Party Beneficiaries. This Agreement is entered into for the sole benefit of Jefferson County and the Corporation. Nothing contained herein or in the parties' course of dealings shall be construed as conferring any third party beneficiary status on any person or entity that is not a party to this Agreement, including, without limitation, any of Corporation's Representative.

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

§ 10.9 Amendments/Approvals. Neither this Agreement nor any amendment or modification hereto, except as stated in § 7.2 hereof, shall be effective or legally binding upon the parties, or any officer, director, employee or agent thereof, unless and until it has been reviewed and approved in writing by an authorized representative of Jefferson County, by Jefferson County's Legal Counsel and by an authorized representative of the Corporation.

§ 10.10 Headings. All section, subsection, or paragraph utilized in this Agreement are for convenience only and do not, expressly or by extend the specific terms of the section, subsection or paragraph s

§ 10.11 Waiver. No delay on the part of either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver ai either party of any right, power or privilege hereunder be construed as a waiver at my subsequent time of the same or another right, power or privilege.

§ 10.12 Conflicts of Interest. Each party shall inform the other of any arrangements which may present a conflict of interest or materially interfere in such party's performance of its duties under this Agreement. In the event a party pursues conduct why does, in fact, constitute a conflict of interest or which materially interferes with (or is reasonably anticipated to materially interfere with) such party's performance under this Agreement, the other party may exercise its rights and privileges.

§ 10.13 Access to Books and Records. As and to the extent regained by law, upon the written request of the Secretary of Health and Human Services, the Comptroller General or any of their duly authorized representatives, each party to, this Agreement shall make available those contracts, books, documents and records necessary to verify the nature and extent of the costs of providing services under this Agreement. Such inspection shall be available far up to six (6) years after the rendering of such services. If any party hereto carries out any of the duties of this Agreement through a subcontract with a value of \$10,000.00 or more over a twelve (12) month period with a related individual or organization, such party agrees to include this requirement in any such subcontract. This Section is included pursuant to and is .governed by the requirements of 42 U.S.C. Section 1395x(v)(1) and the regulations thereto. No attorney-client, accountant-client, or other legal privilege will be deemed to have been waived by Jefferson County, its representatives, the Corporation, or Corporation's representatives by virtue of this Agreement.

§ 10.14 Chance of Circumstances. In the event any federal, state or local legislative or regulatory authority adopts any law, rule, regulation, policy, procedure or interpretation thereof which requires a material change in the manner of either party's operations under this Agreement, then, upon the request of either party materially affected by any such change in circumstances, the parties shall enter into good faith negotiations for the purpose of establishing such amendments or modifications as may be appropriate in order to accommodate the new requirements and change of circumstances while preserving the original intent of this Agreement to the greatest extent possible.

§ 10.15 Confidentiality and Disclosure of Patient Information. The Corporation acknowledges that in the course of providing the services called for by this Agreement it may have access to confidential protected health information, as defined in 45 C.F.R § 164.501 ("PHI"). As set forth in 45 C.F.R 164.504(e), the Corporation may use and/or disclose this PHI solely (i) for the purposes of providing the services called for by this Agreement, (ii) for the proper management and administration of the Corporation, or (iii) to carry out the legal responsibilities of the Corporation. If the Corporation discloses this PHI to another person or entity, the Corporation must (i) obtain reasonable assurances from such other person or entity that the PHI will be held confidentially and used or disclosed only as required by law or for the purpose for which it was disclosed to the person or entity, and (ii) require such other person or entity to notify the Corporation of any instances of which it is aware in which the confidentiality of the PHI has been breached The Corporation will (a) not use or further disclose PHI other than as permitted by this Agreement or required by law; (b) use appropriate safeguards to prevent use or disclosure of PHI other that as permitted by this Agreement ; (c) promptly report to Jefferson County any use or disclaut of PHI not provided for by this Agreement of which Corporation becomes away (d) indemnify and hold harmless Jefferson County from all liabilities, costs or damages arising out of or in any manner connected with a disclosure by the Corporation of any PHI other than as permitted by this Agreement; (e) make available PHI in accordance with 45 C.F.R. § 164.524; (f) make available PHI for amendment and incorporate any amendments to PHI in accordance with

45 C.F.R. § 164.526; (g) make available the information required to provide an accounting of disclosures in accordance with 45 C.F.R. § 164.528; (h) make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Corporation on behalf of, Jefferson County available to the Secretary of Health and Human Services and Jefferson County for purposes of determining compliance with 45 C.F.R. §§ 164.500 - .534; (i) ensure that any agents, including subcontractors, to whom Jefferson County provides PHI received from, or created or received by the Corporation on behalf of, Jefferson County agrees to the same restrictions and conditions that apply to the Corporation with respect to such PHI; and (j) upon termination of this Agreement, for whatever reason, return or destroy, if feasible, all PHI received from, or created or received by the Corporation on behalf of, Jefferson County that the Corporation maintains in any form, and retain no copies of such PHI, or if such return or destruction is not feasible, the Corporation will extend the protections of this Agreement to the PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI unfeasible. Any breach of this section of the Agreement shall permit Jefferson County to terminate this Agreement immediately, upon written notice to the Corporation. The obligations of this Section 10.16 shall survive the termination of this Agreement.

§ 10.16 Non-Discrimination Policy: Jefferson County is strongly committed to equal opportunity and it encourages contractors to share this commitment. The Corporation 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.

§ 10.17 County Funds Paid: Jefferson County, Corporation, and Corporations's representative signed below certify by the execution of this Agreement that no part of the funds paid by Jefferson County and or the State of Alabama 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 Corporation 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 Jefferson 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. Any violation of this certification shall constitute a breach and default of this Agreement, which shall be cause for termination. Upon such termination Corporation shall immediately refund to Jefferson County all amounts paid by Jefferson County pursuant to this Agreement.

§ 10.18 Interested Parties: The Corporation declares that, as of the effective date of this Agreement, neither Jefferson County, nor any of Jefferson County's employees nor any Director nor any other Government Official is directly or indirectly interested in this Agreement or any Agreement with the Corporation for which compensation will be sought during the period of time this Agreement is being performed. And, furthermore, the Corporation pledges that it will notify Jefferson County's Purchasing Manager in writing should it come to its knowledge that any such official becomes either directly or indirectly interested in the Agreement or any Agreement with the Corporation for which compensation will be sought during the aforesaid period. In addition, the Corporation declares, that as of the date of this Agreement, neither it nor any of its officers or employees have given or donated or promised to give or donate, either directly or indirectly, to any official or employee of Jefferson County, or to anyone else for Jefferson County's benefit, any sum of money or other thing of value for aid or assistance in obtaining this contract with Jefferson County under which compensation will be sought during the period of time this contract is being performed. And furthermore, that neither the Corporation nor any of its officers or employees will give or donate or promise to give or donate, directly or indirectly, to any official or employee of Jefferson County, or to anyone else for the benefit of Jefferson County, its officials, or employee's benefit, any sum of money or other thing of value, for aid of assistance in obtaining any amendment to this Agreement or any other Agreement with the Corporation for which compensation will be claimed during the period of time this Agreement is being performed.

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

IN WITNESS WHEREOF, Jefferson County and the Corporation have duly executed this Agreement as of the dates set out beneath their respective signatures.

CORPORATION:  
JEFFERSON CLINIC, PC  
Rick Player, President

JEFFERSON COUNTY  
W.D. Carrington, President

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

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Jan-17-2013-25

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Memorandum of Understanding between Jefferson County, Alabama and Affinity Hospital, LLC d/b/a Trinity Medical Center to make available quality inpatient healthcare to certain current and future patients of Cooper Green Mercy Hospital.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into by and between the Affinity Hospital, LLC d/b/a Trinity Medical Center (hereinafter "Trinity") and Jefferson County, Alabama, a political subdivision of the state of Alabama, (hereinafter "Jefferson County").

WHEREAS, Jefferson County currently operates Cooper Green Mercy Hospital, an acute care general hospital, duly licensed by the State of Alabama, and

WHEREAS, Jefferson County is transitioning the current health care model of Cooper Green Mercy Hospital from an acute care hospital to an urgent care clinic, and

WHEREAS, Jefferson County desires to establish a cost-effective plan for its payment for the inpatient health care needs of its current and future patients who are no longer able to receive inpatient services at Cooper Green Mercy Hospital after the transition; and

WHEREAS, Jefferson County and Trinity agree to enter into negotiations regarding the potential framework for Jefferson County's payment for and Trinity's provision of inpatient healthcare services to current and future Jefferson County patients who are no longer able to receive inpatient services at Cooper Green Mercy Hospital.

NOW THEREFORE, in consideration of the above recitals contained herein, Jefferson County and Trinity agree as follows:

- 1) To enter into negotiations for a Provider Agreement that will set forth a framework for the payment for and provision of inpatient healthcare services to Jefferson County's current and future patients in a cost-effective manner; and
- 2) That the Provider Agreement will outline and define specific covered services that should be provided to the patients of Cooper Green Mercy Hospital and its associated clinics; and
- 3) That the Provider Agreement will specify that covered inpatient services should be provided in the same manner as those services are provided to all of Trinity's patients.

JEFFERSON COUNTY, ALABAMA

AFFINITY HOSPITAL, LLC d/b/a TRINITY MEDICAL CENTER

W. D. Carrington, President

Keith Granger, CEO

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

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Jan-17-2013-26

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Memorandum of Understanding between Jefferson County, Alabama and The Health Care Authority for Medical West, an affiliate of UAB Health System to make available quality inpatient healthcare to certain current and future patients of Cooper Green Mercy Hospital.

MEMORANDUM OF UNDERSTANDING BETWEEN

THE HEALTH CARE AUTHORITY FOR MEDICAL WEST, AN AFFILIATE OF UAB HEALTH SYSTEM AND

THE JEFFERSON COUNTY COMMISSION

THIS Memorandum of Understanding (MOU) is entered into by and between The Health Care Authority for Medical West, an affiliate of UAB Health System (hereinafter "MW") and Jefferson County, Alabama, a political subdivision of the state of Alabama, (hereinafter "Jefferson County").

WHEREAS, Jefferson County currently operates Cooper Green Mercy Hospital, an acute care general hospital, duly licensed by the State of Alabama, and

WHEREAS, Jefferson County is transitioning the current health care model of Cooper Green Mercy Hospital from an acute care hospital to an urgent care clinic, and

WHEREAS, MW and Jefferson County desire to enter into a Memorandum of Understanding to make available quality inpatient healthcare to certain current and future patients of Cooper Green Mercy Hospital.

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

1. Jefferson County and MW agree that they will use best efforts to enter into a formal Provider Agreement on terms mutually acceptable

to both parties in order to provide Inpatient Hospital Services (including inpatient physician services) to the County's patients in a cost-effective manner.

2. That such Provider Agreement will outline and define specific Covered Inpatient Hospital services that will be provided to the County's patients.

3. That the Provider Agreement will specify that Covered Inpatient Services will be provided in the same manner as those services are provided to all other MW patients.

4. That if the parties cannot agree on terms for a Provider Agreement by January 31, 2013, this MOU will terminate.

The Health Care Authority for Medical West  
an affiliate of UAB Health System

JEFFERSON COUNTY, ALABAMA  
W. D. Carrington, President

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

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Jan-17-2013-27

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Professional Sales Contract between Jefferson County, Alabama and MW/David Dumas & Associates, Inc. to prepare and provide contract drawings and specifications for replacement of primary boiler at the Sheriff's Headquarters (Tom Gloor Building) Division 23 HVAC and Division 26 Electrical to County Purchasing Department for procurement in the amount of \$26,000.

#### PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into this January 1, 2013, by and between Jefferson County Commission, hereinafter called "the County, and MW/Davis Dumas & Associates, Inc. located at 2720 3<sup>rd</sup> Avenue South, Birmingham, Alabama 35233 hereinafter called "the Contractor."

WHEREAS, the County desires to contract for Engineering Services for the replacement of primary boiler at the Jefferson County Sheriff's Headquarters Building (Tom Gloor Building).

WHEREAS, the Contractor desire to furnish said services to the General Services Department.

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

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

SCOPE OF SERVICES: Prepare and provide contract drawings and specifications for Division 23 HVAC and Division 26 Electrical to County Purchasing Department for procurement. Conduct Pre-Bid and pre-construction meetings, review Contractor shop drawings and submittal data, site visit and final construction observation.

TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The term of the contract is for twelve months beginning January 1, 2013 through December 31, 2013 or project completion.

COMPENSATION: Mechanical Engineering services to be performed on an hourly basis at rates listed per attachment "A" (not given to Minute Clerk) with a guaranteed maximum billing per said scope of work of eighteen thousand dollars (\$18,000.00). Payments due Net 30.

Reimbursable Expenses: Reimbursable expenses will include printing, reprographic services, CADD plotting travel, delivery, courier and shipping and other miscellaneous in-house and outside services incurred while providing said service will be billed at cost, estimated to be less than two thousand five hundred dollars (\$2,500.). Fee for electrical sub consultant will be at rate of (x 1.1) times their invoiced amount estimated to be five thousand dollars (\$5,000.).

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:

Contractor: MW/Davis Dumas & Associates, Inc.  
Attention; Mr. James Robinson, PE  
2720 3<sup>rd</sup> Avenue South  
Birmingham, Alabama 35203

Copy to: Jefferson County Commission  
General Services Department  
Director of General Services

716 Richard Arrington Jr. Blvd. North - Room 1  
Birmingham, AL 35203

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

Jefferson County, Alabama

James Sam. Davis, Jr., P.E., President

W.D. Carrington, President, Commissioner

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

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Jan-17-2013-28

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 1 to the agreement between Jefferson County, Alabama and Facilities Technology Group, Inc. (FTG) to reduce number of licenses for Site FM Work Order Management System mobile feature for a three year period in the amount of \$69,512 (Oct 1, 2012-\$28,834/Oct 1, 2013-\$20,339/Oct 1, 2014-20,339). This is a contract reduction of \$22,827.

Contract Amendment No. 1

This Amendment to the Contract entered into the 1<sup>st</sup> day of October, 2012, between Jefferson County, Alabama, hereinafter referred to as "the County, and Facilities Technology Group SiteFM, hereinafter referred to as the "Contractor" to provide off-site hosting services and proprietary software licensing and support services for the SiteFM Work Order Management System.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

NOW, THEREFORE, in consideration of the above, the parties hereto agree to amend the contract entered into between the parties on September 25, 2012 and recorded in Minute Book 163, Page 562. The contract is amended to change the scope of services reducing the licenses for the mobile feature. The resultant compensation will be: October 1, 2012 year 1= \$28,834.00 (includes system upgrade); October 1, 2013= \$20,339.00; October 1, 2014=\$20,339. Total contract amount for 3 years = \$ 69,512.00. This is a contract reduction of \$22,827.00.

The terms and conditions of Facilities Technology Group SiteFM, dated September 28th, 2012 is incorporated herein by reference and attached hereto.

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

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

CONTRACTOR

Bryan Wallace, CEO

FTG SiteFM

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

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Jan-17-2013-29

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and The Pennington Group to complete modernization of four (4) existing elevators at the 2121 Building to include the replacement of cabs interiors, new mechanical unit for penthouse, update fire alarms, replace main line disconnects, add shunt trips, upgrade all penthouse electrical outlets, provide power to new mechanical unit and provide connections to new equipment, machines and phones.

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



Jan-17-2013-30

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the reappointment of Jim Dunn to serve on the Center Point Fire District Board of Trustees for a term ending November, 2016, be and hereby is approved.

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

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Jan-17-2013-31

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the reappointment of Dina Foster to serve on the Center Point Fire District Board of Trustees for a term ending November, 2017, be and hereby is approved.

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

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Jan-17-2013-32

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

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

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

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

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

Z-2012-023      DJA, LLC, owner; Kerry Adkins, agent. Change of zoning on Parcel ID# 40-8-1-2-24 in Section 8 Twp 19 Range 2 West from A-1 (Agriculture) to C-1 (Commercial) for an electrical contractor's office and dispatch facility. (Case Only: 2668 Old Rocky Ridge Road; Birmingham, AL 35216) (ROCKY RIDGE) (1.33 Acres M/L)

RESTRICTIVE COVENANTS: 1. The use of the property shall be strictly limited to the electrical contractor's office and dispatch facility as described at the October 11, 2012 Planning & Zoning Commission hearing and depicted on the submitted site plan, or to other office-only uses permitted under a C-P (Preferred Commercial) zoning classification;

2. full construction plans for development must be approved by all appropriate County departments prior to any disturbance of the property; and 3. any proposed on-site septic system must meet the specifications of the Jefferson County Department of Health.

Motion was made by Commissioner Stephens seconded by Commissioner Brown that Z-2012-023 be approved. Voting "Aye" Stephens, Brown, Bowman, Carrington and Knight.

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Jan-17-2013-33

WHEREAS, In accordance with § 11-3-1.1, Alabama Code (1975), the Jefferson County Commission will conduct a public hearing to consider a resolution altering the boundaries of the its single member districts during the Regular Meeting of said Commission at 9:00 a.m. on February 14, 2013.

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

1. The County Manager shall publish a notice of the date, time and place of said public hearing in a newspaper of general circulation in Jefferson County for at least two weeks prior to February 14, 2013,
2. Said notice shall state that a map indicating the proposed new district boundaries will be available for public inspection for at least two weeks prior to February 14, 2013, at the Office of the Board of Registrars at Room A-410, Jefferson County Courthouse, 716 Richard Arrington Jr. Blvd. North, Birmingham. Alabama 35203.

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

*Commissioner Brown comments:*

Alternative plans altering the boundary lines of the single member districts will be considered at the Public Hearing. Any alternative plans should be reviewed by the Board of Registrars in advance of the Public Hearing to ensure compliance with the applicable section of the Voting Rights Act and so that all applicable scheduled elections can take place in a timely manner.

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Jan-17-2013-34

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

Sub-Grantee Agreements with Alabama Emergency Management Agency to provide federal funds for installation of safe rooms:

- a. Hazard Mitigation Grant # 1971-572 - 14 residential safe rooms - \$59,061
- b. Hazard Mitigation Grant # 1971-553 - 25 residential safe rooms - \$102,675
- c. Hazard Mitigation Grant # 1971-588 - 20 residential safe rooms - \$84,447
- d. Hazard Mitigation Grant # 1971-565 - 16 residential safe rooms - \$65,408
- e. Hazard Mitigation Grant # 1971-576 - 17 residential safe rooms - \$70,915

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

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Jan-17-2013-35

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

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

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

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

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Jan-17-2013-36

BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Agreement with United Way of Central Alabama for Program Year 2012. The agreement authorizes reimbursement for all eligible documented expenditures in accordance with the Supportive Services Policy for eligible youth, adults, and dislocated workers. The agreement is in the amount of \$665,968.00 and is for the period January 1, 2013 through June 30, 2013.

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

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Jan-17-2013-37

NOW, THEREFORE, BE IT RESOLVED by the County Commission of Jefferson County, Alabama, that the President of the County Commission is authorized to executed Amendment #2 to renew the Agreement between Jefferson County and The Parker Law Firm, LLC to perform legal services through September 30, 2013 in an amount not to exceed \$50,000.00 in support of Jefferson County's Community & Economic Development Programs.

AMENDMENT #2 TO CONTRACT

This is Amendment #2 to the Contract by and between Jefferson County, Alabama through the Office of Community and Economic Development, hereinafter called "the County", and The Parker Law Firm, LLC, hereinafter called "the Contractor" to provide legal services as required in support of various programs and activities as directed by the Community and Economic Development offices. The effective date of this agreement shall be the day of 2013.

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract.

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

The contract between the parties which was approved by the Jefferson County Commission on June 14, 2011, in Minute Book 161 Page(s) 584-588, is hereby amended as follows:

Item 3. Amend the Terms of the Agreement and Authorization to Perform Work paragraph to add as follows:

The contracted services are being renewed for the period of October 1, 2012 through September 30, 2013 for a contract amount of \$50,000. The effective date for this contract is October 1, 2012. At the end of stated term, this contract may be renewed a third time for a total contract period of thirty-six (36) months.

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

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

Jefferson County Commission

CONTRACT R

Lorrie Maples Parker

The Parker Law Firm, LLC

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

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Jan-17-2013-38

NOW, THEREFORE, BE IT RESOLVED by the County Commission of Jefferson County, Alabama, that the President of the County Commission is authorized to executed Amendment #1 to renew the Agreement between Jefferson County and Deborah Byrd Walker to perform Legal Services through September 30, 2013 in an amount not to exceed \$50,000.00 in support of Jefferson County's Community & Economic Development Programs.

AMENDMENT #1 TO CONTRACT

This is Amendment #1 to the Contract by and between Jefferson County, Alabama through the Office of Community and Economic Development, hereinafter called "the County", and Deborah Byrd Walker, hereinafter called "the Contractor" to provide legal services as required in support of various programs and activities as directed by the Community and Economic Development offices. The effective date of this agreement shall be the day of 2013.

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 January 24, 2012, in Minute Book 162 Page(s) 541-544, is hereby amended as follows:

Item 3. Amend the Terms of the Agreement and Authorization to Perform Work paragraph to add as follows:

The contracted services are being renewed for the period of October 1, 2012 through September 30, 2013 for a contract amount of \$50,000. The effective date for this contract is October 1, 2012. At the end of stated term, this corm may be renewed for one additional term not to exceed a total of thirty-six months.

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

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

Jefferson County Commission

CONTRACTOR

Deborah Byrd Walker

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

\_\_\_\_\_  
Jan-17-2013-39

BE IT RESOLVED by the Jefferson County Commission that the President, be and hereby is authorized, empowered and directed to execute Change Order Number One (1) to the Construction Agreement for the Gardendale New Castle Park Improvements (CD09-03F-UM04-GNP) dated June 12, 2012, between Jefferson County Commission in Jefferson County Alabama and Southeastern Sealcoating Inc.

The purpose of Change Order Number One (1) is to increase the days of construction by 22 calendar days. The additional cost associated with this change order shall be \$0 and the new date of completion shall be December 7, 2012. This project is from the Program Year 2009.

CONTRACT MODIFICATION

Jefferson County, Alabama  
Department of Community and Economic Development  
Room A-430  
716 Richard Arrington Jr. Blvd. N.  
Birmingham, Alabama 35203-0115

Change Order Number: 1  
Date: November 7, 2012  
Project Name: Gardendale New Castle Park  
Project Address: 3811 New Castle Road  
Gardendale, AL 35119  
Project Number: CD09-03F-UM04-GNP  
Original Contract Completion Date: 11/15/2012  
ENGINEER: Engineering Service Associates, Inc.  
5300 Cahaba River Road, Suite 250  
Birmingham, AL 35243

CONTRACTOR: Southeastern Sealcoating, Inc  
1330 Adamsville Industrial Parkway  
Birmingham, AL 35224

THE CONTRACT IS CHANGED AS FOLLOWS:

Contract Time Extended Due to Rain Delays; The Addition of Time Results in No Net Change in Contract Value.

ITEMIZED CONTRACT MODIFICATIONS:

Item No.	Quantity	Item Description	Unit Price	Amount
(None)				
		Original Contract Amount		\$179,655.50
		Previously Approved Contract Modifications		\$ 0.00
		This Contract Modification		\$ 0.00
		TOTAL CONTRACT OBLIGATION		\$179,655.50

ADDITIONAL CONTRACT TIME REQUIRED BY MODIFICATION: 22 Calendar Days

NEW DATE OF SUBSTANTIAL COMPLETION THEREFOR IS: December 7, 2012

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

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

CONTRACTOR  
Southeastern Sealcoating, Inc.  
1330 Adamsville Industrial Parkway  
Birmingham, AL 35224

OWNER  
Jefferson County, Alabama  
7116 Richard Arrington, Jr. Blvd. N  
Suite A-430  
Birmingham, AL 35203  
W. D. Carrington, President

Note: This Contract Change Order is Not Valid Until Signed by the Owner, Engineer and Contractor.

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

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Jan-17-2013-40

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, be and hereby is authorized, empowered and directed to execute this Cooperation Agreement between Jefferson County, Alabama and the City of Midfield for the Midfield Community Center Renovations (CDBG12-03F-M02-MCC). There is \$160,000 in federal CDBG funds allocated to this project. This project is from the 2012 program year.

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

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Jan-17-2013-41

WHEREAS, Congress has appropriated funds for the Emergency Shelter Grant Program for fiscal year 2011; and

WHEREAS, the Jefferson County Commission has applied for and has been designated by the Federal Government, Department of Housing and Urban Development as a recipient for Emergency Shelter Grant Program funds; and

WHEREAS, the Emergency Shelter Grant Program does allow entitlement local governments to contract with non-profit homeless agencies for the implementation of the program, in providing assistance to homeless individuals and families; and

WHEREAS, the Jefferson County Commission desires to enter into a contract agreement with Bridge Ministries, Inc. (FESG11-HP-05Q-BM) for an amount not to exceed \$5,160.00;

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President is hereby authorized, empowered and directed to execute a Federal Emergency Shelter Grant Program agreement between Jefferson County, Alabama and Bridge Ministries, Inc. (FESG11-HP-05Q-BM) for an amount not to exceed Five Thousand One Hundred Sixty and no/100 Dollars (\$5,160.00). The cost will be paid from Program Year 2011 federal funds.

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

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Jan-17-2013-42

BE IT RESOLVED by the Jefferson County Commission that the Commission President is authorized to execute the Department of Justice Agreement with the Board of Trustees of the University of Alabama, for the University of Alabama at Birmingham(UAB) for drug court services. The agreement is in the amount of \$200,000.00 and is for the period October 1, 2012 through September 30, 2014.

#### AGREEMENT

THIS AGREEMENT entered into this \_\_\_\_\_ day of November, 2012, by and between Jefferson County, Alabama, hereinafter called "the County", and the Board of Trustees of the University of Alabama, for the University of Alabama at Birmingham, hereinafter called "the Contractor". The effective date of this agreement shall be October 1, 2012.

WHEREAS, the County desires to contract for enhanced drug court activities; and

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

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

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

2. **SCOPE OF SERVICES:**

The Contractor shall provide the following services to the Jefferson County Commission on an as need basis:

Establish new services for target populations not currently being served; enhance existing court operations; expand court services; improve the quality and/or intensity of offender services such as healthcare and mental healthcare, education, vocational and job training, job and housing placement assistance, and childcare or other family support services for each adult who requires such services.

3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to render enhanced drug court services to the County beginning on the effective date of this Contract. The completion date of all services under this Contract is September 30, 2014.

4. **COMPENSATION:** The Contractor shall be compensated for services rendered under the terms and conditions of this contract not to exceed the maximum amount of \$200,000.00. as specified in Attachment A which is made a part of this agreement by reference. The Contractor will submit a monthly itemized invoice adjusted for services not actually provided. All funds paid under the terms of this Agreement shall be on a reimbursement basis for eligible expenditures incurred after the effective date of this Agreement. Requests for reimbursement shall be submitted on forms furnished by the COUNTY. All requests for payment shall be submitted together with supporting documentation such as invoices, method of calculating charges, bills, statements, contracts or other documentation that shall support the payment request. Funds for this will be paid from a grant to Jefferson County Commission from the Department of Justice. Requests for payments will be paid by the Finance Department upon receipt of invoice.

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

6. **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.

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

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

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

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

12. **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.

UAB, a division of The Board of Trustees of the University of Alabama, a state agency, cannot waive immunity conferred by Ala. Const. Art 1§ 14. The exclusive forum in which a claim can be asserted against UAB is the State of Alabama Board of Adjustment. UAB maintains self-insurance coverage applicable to the negligent acts and omissions of its officers and employees, which occur within the scope of their employment by UAB. UAB has no insurance coverage applicable to third-party acts, omissions or claims, and can undertake no obligation that might create a debt on the state treasury.

B. The County and UAB recognize that, in order for professional liability coverage to be provided for activities pursuant to this Agreement,

it is necessary for each to have access to normal investigation information for specific incidents which may give rise to a claim being filed against either party. Therefore, each party shall notify the other of such events and each party agrees to cooperate with the other in investigation and/or processing of such incidents and/or claims.

13. 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:

Department of Community & Economic Development  
716 Richard Arrington Blvd. North  
Suite A-430  
Birmingham, AL 35203

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

15. INSURANCE: The University, an agency of the State of Alabama, agrees to be responsible for any and all third-party claims that arise as a result of negligent acts and omissions of UAB, its officers, employees and agents in the performance of the work that is the subject of this agreement. UAB maintains a formal self-insurance program to cover claims against the Institution and its employees, with limits of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate

(Note\* UAB, a division of the Board of Trustees of The University of Alabama, a state agency, cannot waive immunity conferred by Ala. Const. Article 1 & 14. The exclusive forum in which a claim can be asserted against UAB is the State of Alabama Board of Adjustment. UAB maintains self-insurance coverage applicable to the negligent acts and omissions of its officers and employees, which occur within the scope of their employment by UAB. UAB has no insurance coverage applicable to third-party acts. Omissions or claims, and can undertake no obligation that might create a debt on the State Treasury. UAB is a state agency and is not subject to the Workmen's Compensation Act. UAB maintains equivalent on the job coverage and a long-term disability program.)

16. HOLD HARMLESS AND INDEMNIFICATION: UAB is a state institution and is constrained by Alabama State Law in its ability to indemnify and hold harmless another entity. The exclusive forum in which a claim can be asserted against UAB is the State of Alabama Board of Adjustment. UAB maintains self-insurance coverage applicable to the negligent acts and omissions of its officers and employees, which occur within the scope of their employment by UAB. UAB has no insurance coverage applicable to third-party acts, omissions or claims, and can undertake no obligation that might create a debt on the State Treasury.

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

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.

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

\*Notwithstanding the above, the Board of Trustees of the University of Alabama, whether acting as the University of Alabama at Birmingham, the University of Alabama Hospital, the University of Alabama School of Medicine, the University of Alabama School of Dentistry or the University of Alabama School of Optometry cannot waive its immunity conferred by Ala. Const., Article 1314. Nothing herein shall be construed as a waiver of that immunity.

19. MATCH REQUIREMENT: UAB TASC will assume the responsibility for the entire 25% match requirement (\$66,667.00) with existing drug court and administrative staff expense. Cash match expenditures are delineated in Attachment B. Documentation to support the match

requirement will be submitted monthly.

20. ADHERENCE TO SPECIAL CONDITIONS: The contractor agrees to adhere to the Special Conditions in Attachment C.

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

The Board of Trustees of the University of Alabama  
for the University of Alabama at Birmingham  
Lynn W. Stedman MBA  
Director  
Office of Sponsored Programs

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

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

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Jan-17-2013-43

BE IT RESOLVED by the Jefferson County Commission that the Commission President is authorized to execute the a Department of Health and Human Services Agreement with the University of Alabama at Birmingham (UAB) for drug court services. The agreement is in the amount of \$955,500.00 and is for the period October 1, 2012 through September 29, 2015.

#### AGREEMENT

THIS AGREEMENT entered into this \_\_\_\_\_ day of November, 2012, by and between Jefferson County, Alabama, hereinafter called "the County", and the Board of Trustees of the University of Alabama, for the University of Alabama at Birmingham, hereinafter called "the Contractor". The effective date of this agreement shall be October 1, 2012.

WHEREAS, the County desires to contract for enhanced drug court services; and

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

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

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

2. SCOPE OF SERVICES:

The Contractor shall provide the following services to the Jefferson County Commission on an as need basis:

Enhance services for the Jefferson County Drug Court including adoption of the following components: (1) expanded intensive outpatient treatment services utilizing the Living in Balance evidence-based practice; (2) expanded availability of treatment for co-occurring disorder, (3) expanded access to psychiatric care; (4) hiring of an onsite Job Placement Coordinator, (5) enhanced peer-facilitated relapse prevention and community integration, (6) formation of a Project Team to provide guidance in the planning, implementation and evaluation of the initiative.

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render enhanced drug court services to the County beginning on the effective date of this Contract. The completion date of all services under this Contract is September 29, 2015.

4. COMPENSATION: The Contractor shall be compensated for services rendered under the terms and conditions of this contract not to exceed the maximum amount of \$955,500.00 as specified in Attachment A which is made a part of this agreement by reference. The Contractor will submit a monthly itemized invoice adjusted for services not actually provided. All funds paid under the terms of this Agreement shall be on a reimbursement basis for eligible expenditures incurred after the effective date of this Agreement. Requests for reimbursement shall be submitted on forms furnished by the COUNTY. All requests for payment shall be submitted together with supporting documentation such as invoices, method of calculating charges, bills, statements, contracts or other documentation that shall support the payment request. Funds for this will be paid from a grant to Jefferson County Commission from the Department of Health and Human Services, Substance Abuse and Mental Health Services Administration. Requests for payments will be paid by the Finance Department upon receipt of invoice.

5. 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 Contractor to subcontract (assign) any portion of this contract, the Contractor will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Contractor must maintain a continuous effective business relationship with the sub-contractors) including, but not limited to, regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, will result in



termination of the contract and/or legal ramifications, due to nonperformance.

6. 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.

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

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

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

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

12. 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.

UAB, a division of The Board of Trustees of the University of Alabama, a state agency, cannot waive immunity conferred by Ala. Const. Art 1§ 14. The exclusive forum in which a claim can be asserted against UAB is the State of Alabama Board of Adjustment. UAB maintains self-insurance coverage applicable to the negligent acts and omissions of its officers and employees, which occur within the scope of their employment by UAB. UAB has no insurance coverage applicable to third-party acts, omissions or claims, and can undertake no obligation that might create a debt on the state treasury.

B. The County and UAB recognize that, in order for professional liability coverage to be provided for activities pursuant to this Agreement, it is necessary for each to have access to normal investigation information for specific incidents which may give rise to a claim being filed against either party. Therefore, each party shall notify the other of such events and each party agrees to cooperate with the other in investigation and/or processing of such incidents and/or claims.

13. 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:

Department of Community & Economic Development  
716 Richard Arrington Blvd. North  
Suite A-430  
Birmingham, AL 35203

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

15. INSURANCE: The University, an agency of the State of Alabama, agrees to be responsible for any and all third-party claims that arise as a result of negligent acts and omissions of UAB, its officers, employees and agents in the performance of the work that is the subject of this agreement. UAB maintains a formal self-insurance program to cover claims against the Institution and its employees, with limits of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate

(Note\* UAB, a division of the Board of Trustees of The University of Alabama, a state agency, cannot waive immunity conferred by Ala. Const. Article 1 & 14. The exclusive forum in which a claim can be asserted against UAB is the State of Alabama Board of Adjustment. UAB maintains self-insurance coverage applicable to the negligent acts and omissions of its officers and employees, which occur within the scope of their employment by UAB. UAB has no insurance coverage applicable to third-party acts. Omissions or claims, and can undertake no

obligation that might create a debt on the State Treasury. UAB is a state agency and is not subject to the Workmen's Compensation Act. UAB maintains equivalent on the job coverage and a long-term disability program.)

16. HOLD HARMLESS AND INDEMNIFICATION: UAB is a state institution and is constrained by Alabama State Law in its ability to indemnify and hold harmless another entity. The exclusive forum in which a claim can be asserted against UAB is the State of Alabama Board of Adjustment. UAB maintains self-insurance coverage applicable to the negligent acts and omissions of its officers and employees, which occur within the scope of their employment by UAB. UAB has no insurance coverage applicable to third-party acts, omissions or claims, and can undertake no obligation that might create a debt on the State Treasury.

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

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.

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

\*Notwithstanding the above, the Board of Trustees of the University of Alabama, whether acting as the University of Alabama at Birmingham, the University of Alabama Hospital, the University of Alabama School of Medicine, the University of Alabama School of Dentistry or the University of Alabama School of Optometry cannot waive its immunity conferred by Ala. Const., Article 1314. Nothing herein shall be construed as a waiver of that immunity.

19. RECORDS AND REPORTS: The contractor agrees to submit semi-annual reports and required CPRA data in order for the County to comply with the federal reporting requirements. Financial records, supporting documents, statistical records and all other record pertinent to this Agreement shall be retained by the SUB-RECIPIENT for a period of four (4) years from the termination of 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.

The Board of Trustees of the University of Alabama  
for the University of Alabama at Birmingham  
Lynn W. Stedman MBA  
Director  
Office of Sponsored Programs

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

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

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Jan-17-2013-44

WHEREAS, Congress has appropriated funds for the Emergency Shelter Grant Program for fiscal year 2011; and

WHEREAS, the Jefferson County Commission has applied for and has been designated by the Federal Government, Department of Housing and Urban Development as a recipient for Emergency Shelter Grant Program funds; and

WHEREAS, the Emergency Shelter Grant Program does allow entitlement local governments to contract with non-profit homeless agencies for the implementation of the program, in providing assistance to homeless individuals and families; and

WHEREAS, the Jefferson County Commission desires to enter into a contract agreement with YWCA-Interfaith Hospitality House (FESG11-ES-05-YINT) for an amount not to exceed \$12,000.00.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President is hereby authorized, empowered

and directed to execute a Federal Emergency Shelter Grant Program agreement between Jefferson County, Alabama and YWCA-Interfaith Hospitality House (FESG11-ES-05-YINT) for an amount not to exceed Twelve Thousand and no/100 Dollars (\$12,000.00). The cost will be paid from Program Year 2011 federal funds.

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

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Jan-17-2013-45

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, be and hereby is authorized, empowered and directed to execute this Cooperation Agreement between Jefferson County, Alabama and the City of Fairfield for the Fairfield Willie Mays Park Improvements (CDBG12-03F-M01-FWM). There is \$160,000 in federal CDBG funds allocated to this project. This project is from the 2012 program year.

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

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Jan-17-2013-46

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, be and hereby is authorized, empowered and directed to execute this Cooperation Agreement between Jefferson County, Alabama and the City of Graysville for the Graysville East Ball Park Improvements (CDBG12-03F-M03-GEP). There is \$160,000 in federal CDBG funds allocated to this project. This project is from the 2012 program year.

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

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Jan-17-2013-47

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the Commission President is authorized to sign Agreement No. 2-1-30-30-28 with Dayjon, Inc. in the amount of \$225,000.00. Dayjon will be reimbursed 50% of the wages paid to eligible Adult and Dislocated Worker participants. The contract expires on June 30, 2013.

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

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Jan-17-2013-48

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, be and hereby is authorized, empowered and directed to execute this Cooperation Agreement between Jefferson County, Alabama and the City of Clay for the Clay Senior Center Renovations (CDBG12-03A-M04-CSC). There is \$160,000 in federal CDBG funds allocated to this project. This project is from the 2012 program year.

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

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Jan-17-2013-49

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, be and hereby is authorized, empowered and directed to execute this Cooperation Agreement between Jefferson County, Alabama and the City of Homewood for the Rosedale Sidewalks Phase II (CDBG12-03L-M05-RS2). There is \$160,000 in federal CDBG funds allocated to this project. This project is from the 2012 program year.

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

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Jan-17-2013-50

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, W. D. Carrington, be hereby authorized, empowered and directed to execute this modification to the agreement between Jefferson County, Alabama and Civil Engineering Associates, for the Edgewater Park Project (CDBG10-03F-U03-EDG). The modification shall include geotechnical investigations, redesigns, plan review and work related to the bidding process. The additional cost shall be \$6,550.00. The total compensation to CE Associates shall be \$39,630.00 and extend the contract for an additional 225 days. The new completion date shall be August 15, 2013. This project is from the 2010 program year.

AMENDMENT TO CONTRACT #2

This is an Amendment to the Contract by and Between Jefferson County, Alabama through the Department of Community & Economic Development, hereinafter called "the County", and CE Associates Engineering Consultants, hereinafter called "the Contractor" for grant allocation PY10/FY12. The effective date of this agreement shall be July 17, 2012.

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract;

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

The contract between the parties which was approved by the Jefferson County Commission on July 17, 2012 in Minute Book 163, Page 360, is hereby amended as follows:

The purpose of this Modification is to add the cost of Geotechnical investigations, redesigns, plan review and work related to the bidding process. The additional cost shall be \$6,550.00 for the contract with CE Associates for the Edgewater Park Project (CDBG10-03FU03-EDG). The total compensation to CE Associates Engineering Consultants shall be \$39,630. Also the purpose of the modification is to modify the time and extend the contract an additional 225 days at no additional cost. The new completion date shall be August 15, 2013. All other terms and conditions of the original contract remains the same.

JEFFERSON COUNTY, AL

W. D. Carrington, President

Jefferson County Commission

CONSULTANT

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

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

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Jan-17-2013-51

NOW, THEREFORE, BE IT RESOLVED, by the Jefferson County Commission that the Commission President is authorized to sign the agreement between the Jefferson County Commission and The Jefferson County Housing Authority for Fair Housing Counseling Services. The agreement is for \$25,000.00 and for the period January 1, 2013 to September 30, 2013.

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

Communication was read from Roads & Transportation recommended the following;

1. AT&T to install 3,835' of buried cable in Rosser Farms Phase II in Sparks Gap.
2. AT&T to install 1,086' of cable at 7201 Dons Drive in Hueytown.

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

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Jan-17-2013-52

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Letter of Concurrence to the Alabama Department of Transportation for the award of an agreement for the bridge replacement on Dickey Springs Road over Shades Creek to low bidder, Alabama Bridge Builders, Inc.

CONCURRENCE OF AWARD LETTER

December 18, 2012

Mr. D. E. Phillips, Jr., P.E.

State County Transportation Engineer

Alabama Department of Transportation

1409 Coliseum Blvd., Room D-101

Montgomery, AL 36110-2060

Dear Sir:

RE: Project No. BR-7004(601)

County: Jefferson County

This is to advise the Jefferson County Commission concurs in the award of the contract to Alabama Bridge Builders, Inc., located at 231 Applegate Trace, Pelham, AL 35124 for the construction of the subject project.

Also attached is the County's check in the amount of \$414,418.63 for the County's participation in this project.

Sincerely,

W. D. Carrington, President

Jefferson County Commission

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

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Jan-17-2013-53

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Roads & Transportation be granted permission to temporarily close 25<sup>th</sup> Avenue NW in Center Point approximately 100 feet east of 5<sup>th</sup> Place NW intersection to remove and replace a collapsed corrugated metal storm drain culvert beginning Tuesday, January 22, 2013 and expect reopening by Friday, January 25, 2013.

A detour route will be established in accordance with Federal Manual on Uniform Traffic Control Devices.

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

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Jan-17-2013-54

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Roads & Transportation be granted permission to temporarily close Industrial Parkway in Tarrant approximately 575 feet east of Springdale Road intersection to remove and replace a collapsed corrugated metal storm drain culvert beginning Monday, February 4, 2013 and expect to be reopened by Friday, February 8, 2013.

A detour route will be established in accordance with Federal Manual on Uniform Traffic Control Devices.

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

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Jan-17-2013-55

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: December 21, 2012  
Purpose: Pay Jones & Berry, P.C. Real Estate Trust Account  
Invoice for Settlement of Circuit Ct. Case No. CV2011-000053.00 Tr. No. 39  
Jefferson Co. vs. HJN, Inc., et al. Project No. STPBH-7002(600) - Morgan Road Improvements  
Agent - Alan Dodd  
Price: \$12,500.00  
Pay to the order of: Jones & Berry, P.C, Real Estate Trust Account  
Mailing Address: 1205 North 19<sup>th</sup> Street  
Birmingham, AL 35224

Fund # 4022000000  
Bus. Area # 5100  
GL Object -# 515710  
Fund Center -# 5100000000  
WBS #C.981.D  
Functional Area – THR0  
Check Delivery Code: #84

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

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Jan-17-2013-56

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: January 4, 2013  
Purpose: Payment to Sumiton Leasing, LTD for acquired Right of Way 0.07 acres, more or less and the Temporary Construction Easement contains 0.03 acres, more or less – (site address) – 1832 Virginia Street  
Project No. STPBH-7229(602) - Tract No. 7 Agent: Rick Turner  
Price: \$14,200.00  
Pay to the order of: Sumiton Leasing, LTD  
Mailing Address: 1940 Pinson Valley Parkway  
Birmingham, AL 35217

Fund #4022000000, Bus. Area 5100 - Object 514100 - Fund Center - 5100000000 - Functional Area THR0 - WBS C.931.R.  
Check Delivery Code 84

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

Jan-17-2013-57

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that upon the recommendation of the Director of roads and Transportation and the Director of Environmental Services, the President of the Commission is hereby authorized to execute the attached Quit Claim Deed for the release of the unused sanitary sewer right of way at St. Vincent's Hospital, South Tower - Line S-2.

STATE OF ALABAMA

THIS INSTRUMENT PREPARED

BY:

Jefferson County

James F. Henderson, Jr.

A200 Courthouse

716 Richard Arrington Jr, Blvd N

Birmingham, AL 35203

Quit Claim Deed

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the sum of One and no/100 DOLLARS ( \$1.00 ) in hand paid by St. Vincent's Hospital, the receipt whereof is acknowledged, Jefferson County, Alabama, does remise, release, quit claim and convey to the said St. Vincent's Hospital, all its right, title, interest, and claim in or to the following described real estate, to wit:

That certain sanitary sewer right-of-way conveyed to Jefferson County, Alabama, by instrument 200501/8219 as recorded in the Probate Office of Jefferson County, Alabama and being described as:

St. Vincent's Hospital South Tower Sanitary Sewer Easement #2

A Sanitary Sewer Easement lying in a portion of the South 1/2 of Section 31, Township 17 South, Range 2 West, Jefferson County, Alabama and being more particularly described as follows:

Commence at the southwest corner of Lot 1D, St. Vincent's Resurvey No. 13 as recorded in Map Book 215, Page 26 in the Office of the Judge of Probate of Jefferson County, Alabama; thence in a northeasterly direction along the southerly property line of said Lot 1D a distance of 507.32 feet to the point of beginning of the Sanitary Sewer Right-of-Way herein described; said Right-of-Way being 20 feet in width, lying 10 feet each side of, parallel to and abutting the following described centerline; thence 22°10'26" to the left from the last described course in a northerly direction a distance of 60.24 feet to the point of ending of the centerline of said Sanitary Sewer Right-of-Way.

Situated in Jefferson County, Alabama

TO HAVE AND TO HOLD, to the said St. Vincent's Hospital, heirs and assigns forever.

Given under my hand(s) and seal(s), this 17<sup>th</sup> day of January, 2013.

JEFFERSON COUNTY,

W.D. Carrington, President

Jefferson County Commission

Attest:

Minute Clerk

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

Jan-17-2013-58

BE IT RESOLVED, by the County Commission of Jefferson County, Alabama, that the County enter into an agreement with the State of Alabama; acting by and through the Alabama Department of Transportation for Bridge replacement over Shades Creek on CR-55 (Dickey Springs Road). Length - 0.067 miles. Project #BR-7004(601), JCP 37-55-07, CPMS Ref #100058783; which agreement is before this Commission, and that the agreement be executed in the name of the County, by the Chairman of the Commission for and on its behalf and that it be attested by the County Clerk and the seal of the County affixed thereto.

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

Passed, adopted, and approved this 17<sup>th</sup> day of January, 2013

ATTESTED:

County Clerk

W. D. Carrington

Chairman, County Commission

AGREEMENT-FA

This Agreement is made and entered into by and between the STATE OF ALABAMA, acting by and through the ALABAMA DEPARTMENT of TRANSPORTATION, party of the first part (hereinafter called the STATE), and JEFFERSON COUNTY, ALABAMA, (FEIN 63- 6001579) party of the second part (hereinafter called the COUNTY):

WITNESSETH

WHEREAS, the STATE and COUNTY desire to cooperate in the bridge replacement over Shades Creek on CR-55 (Dickey Springs Road). Length - 0.067 miles. Project #BR-7004(601), JCP 37-55-07, CPMS Ref #100058783.

NOW THEREFORE, it is mutually agreed between the STATE and COUNTY as follows;

- A. The COUNTY will furnish all Right-of-Way for project without cost to the STATE or this Project.
- B. The COUNTY will adjust and/or relocate all Utilities on the project without cost to the STATE or this project.
- C. The COUNTY will make the survey, complete the plans and furnish all preliminary engineering for the project with County forces without cost to the STATE or this Project. The plans will be subject to the approval of the STATE and the project will be constructed in accordance with the plans approved by the STATE and the terms of this Agreement.
- D. The COUNTY will furnish all construction engineering for the project with County forces or with a consultant selected by the STATE or with State forces as a part of the project cost.
- E. The STATE will furnish the necessary inspection and testing of materials when needed as part of the cost of the project.
- F. If necessary, the COUNTY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the State or this project. The County will be the permittee of record with ADEM for the permit. The contractor shall be a co-permittee with the COUNTY for the permit, and shall comply with all requirements of the permit. The COUNTY and the contractor will be responsible for compliance with the permit and the STATE will have no obligation regarding the permit. The COUNTY will furnish the STATE (Division) a copy of the permit prior to any work being performed by the contractor.
- G. Funding for this Agreement is subject to availability of Federal Aid funds at the time of authorization. The STATE will not be liable for Federal Aid funds in any amount. Any deficiency in Federal Aid or overrun in construction costs will be borne by the COUNTY from County Federal Aid funds, if available, and from County funds. In the event of an underrun in construction costs, the amount of Federal Aid funds will be the amount stated below, or 80% of eligible costs, whichever is less.

H. The estimated cost of construction of this project payable by the parties is the amount set forth below:

FA Funds (2007)	\$ 86,566.94
FA Funds (2008)	500,000.00
FA Funds (2009)	533,000.00
FA Funds (2010)	339,000.00
FA Funds (2011)	71,359.65
County Funds	382,481.65
Total ( Incl. E&I & Indirect Cost)	\$ 1,912,408.24

- I. The STATE will be responsible for advertisement and receipt of bids, and the award of the Contract. Following the receipt of bids and prior to the award of the Contract, the STATE will invoice the COUNTY for its prorata share of the estimated cost as reflected by the bid of the successful bidder plus E & I, and the COUNTY will pay this amount to the STATE no later than 30 days after the date bids are opened.
- J. The COUNTY will submit reimbursement invoices for work performed under the terms of this Agreement to the Alabama Department of Transportation within six (6) months after the completion and acceptance of the project. Any invoices submitted after this six (6) month period will not be eligible for payment.
- K. The COUNTY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that alignment and grades on this project meet the standards of the Alabama Department of Transportation and the project will be built in accordance with the approved plans.
- L. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the County, for any audit performed on this project in accordance with Act No. 94-414.
- M. Upon completion and acceptance of this project, the COUNTY will maintain the project in satisfactory condition in accordance with the requirements of the Alabama Department of Transportation.
- N. To the fullest extent permitted by law, the COUNTY shall defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, and its agents, servants, employees and/or facilities from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by alleged or proven negligent acts or omissions of the COUNTY, anyone directly or indirectly employed by the COUNTY or anyone for whose acts the COUNTY may be liable, regardless of whether such claim, damage, loss or expense is caused in part, or alleged but not legally established to have been caused in whole by a party indemnified hereunder.

The term "hold harmless" includes the obligation of the COUNTY to pay damages on behalf of the State of Alabama, the Alabama



Department of Transportation, and its agents, servants, and/or employees.

O. The COUNTY will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the COUNTY, its agents, servants, employees or facilities.

P. By entering into this agreement, the COUNTY is not an agent of the STATE, its officers, employees, agents or assigns. The COUNTY is an independent entity from the STATE and nothing in this agreement creates an agency relationship between the parties.

Q. Exhibit M is attached hereto as a part hereof. (on file in the Minute Clerk's office)

R. Exhibit N is attached hereto as a part hereof.

S. This agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.

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

ATTEST:

Clerk

JEFFERSON COUNTY, ALABAMA

W. D. Carrington,

Chairman - Jefferson County Commission

RECOMMENDED

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

State County Transportation Engineer

Acting Chief Engineer G. M. Harper, P.E.

D. E. Phillips, Jr., P.E.

Alabama Department of Transportation

APPROVED AS TO FORM:

Transportation Director John R. Cooper

Jim R. Ippolito, Jr., Chief Counsel

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY APPROVED ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

GOVERNOR OF ALABAMA

ROBERT BENTLEY

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

\_\_\_\_\_

Jan-17-2013-59

WHEREAS, the Alabama Department of Senior Services has awarded the Jefferson County Office of Senior Citizen Services Title III Older American Act funds in the amount of \$1,064,688; and

WHEREAS, these grant funds will be used to fund contracts for services such as administration, case management, home delivered meals, recreational activities at senior centers, public education, care giver services, etc.; and

WHEREAS, these federal funds require a 25% locate match and/or in-kind services match; and

WHEREAS, the local match dollars have been budgeted for 2013.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION to accept grant funds for the Jefferson County Office of Senior Citizens Services in the amount of \$1,064,688 from the Alabama Department of Senior Services.

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

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Jan-17-2013-60

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the claim of Tom Franklin in the amount of Four Hundred Fifty and no/100 (\$450.00) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to Tom Franklin in the amount of \$450.00 and forward it to the County Attorney for disbursement.

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

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Jan-17-2013-61

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Kevin Berland in the amount of Twenty Two Thousand Four Hundred Fifty Six and 97/100 (\$22,456.97) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to Kevin Berland in the amount of \$22,456.97 and forward it to the County Attorney for disbursement.

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

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Jan-17-2013-62

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Darrell Lindsey in the amount of One Thousand Five Hundred Seventy and 10/100 (\$1,570.10) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to Darrell Lindsey in the amount of \$1,570.10 and forward it to the County Attorney for disbursement.

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

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Jan-17-2013-63

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Lanya Daffin in the amount of Seven Thousand One Hundred Twenty Eight and 11/100 (\$7,128.11) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to Lanya Daffin in the amount of \$7,128.11 and forward it to the County Attorney for disbursement.

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

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Jan-17-2013-64

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Rose Weems in the amount of One Thousand Four Hundred Seventeen and 24/100 (\$1,417.24) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to Rose Weems in the amount of \$1,417.24 and forward it to the County Attorney for disbursement.

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

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Jan-17-2013-65

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the claim of Sherri Knot in the amount of Two Thousand One Hundred and 00/100 (\$2,100.00) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to Sherri Knott in the amount of \$2,100.00 and forward it to the County Attorney for disbursement.

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

Jan-17-2013-66

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Cheryl Gracien-Smith in the amount of One Thousand Seven Hundred Twenty Five and 38/100 (\$1,725.38) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby authorized and directed to issue a check made payable to Cheryl Gracien-Smith in the amount of \$1,725.38 and forward it to the County Attorney for disbursement.

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

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Jan-17-2013-67

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Progressive Specialty Insurance on behalf of Michael Evans in the amount of Seven Hundred Sixty Six and 16/100 (\$766.16) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby authorized and directed to issue a check made payable to Progressive Specialty Insurance in the amount of \$766.16 and forward it to the County Attorney for disbursement.

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

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Jan-17-2013-68

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the claim by Mary Parham has been denied.

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

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Thereupon the Commission Meeting was adjourned.

The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 9:00 a.m., Thursday, January 31, 2013.

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President

ATTEST

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Minute Clerk