

STATE OF ALABAMA)

JEFFERSON COUNTY) June 27, 2013

The Commission convened in regular session at the Birmingham Courthouse at 9:10 a.m., David Carrington, President, presiding and the following members present:

District 1 - George F. Bowman

District 2 - Sandra Little Brown

District 3 - James A. (Jimmie) Stephens

District 4 - Joe Knight

District 5 - David Carrington

Motion was made by Commissioner Stephens seconded by Commissioner Brown that the Minutes of June 13, 2013, be approved. Voting "Aye" Stephens, Brown, Bowman, Carrington and Knight.

The Commission met in Work Session on June 25, 2013, and approved the following items to be placed on the June 27, 2013, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Items 1 through 4.
- Commissioner Brown, Community Service and Roads and Transportation Committee Items 1 through 11 and a OSCS grant agreement.
- Commissioner Carrington, Administrative Services Committee - Items 1 through 16 and the Resolution of Organization which will be placed on the July 25th Commission Meeting Agenda.
- Commissioner Knight, Land Planning and Development Services, Emergency Management Agency, Board of Registrars and Courts, Inspection Services Committee Items 1 through 3.
- Commissioner Stephens, Finance & Information Technology Committee Items 1 through 16.

Commissioner Carrington discussed use of Capital Appreciation Warrants ("CABs") in the County's sewer financing.

Jun-27-2013-427

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the claim of Doris Cunningham is hereby denied.

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

Jun-27-2013-428

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

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

Jun-27-2013-429

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the claim of Sarah Troupe is hereby denied.

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

Jun-27-2013-430

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

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

Jun-27-2013-431

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the plumber reimbursement claim of Altha Pickett is hereby denied.

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

Jun-27-2013-432

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the claim of Crystal Hall in the amount of Nine Hundred Twenty Seven and no/100 (\$927.00) 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 Crystal Hall in the amount of \$927.00 and forward it to the County Attorney for disbursement.

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

Jun-27-2013-433

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the claim of Leigh Pate in the amount of Two Hundred Fifty and no/100 (\$250.00) 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 Leigh Pate in the amount of \$250.00 and forward it to the County Attorney for disbursement.

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

Jun-27-2013-434

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Chris Dyleski in the amount of Seven Hundred Seventy Eight and 00/100 (\$778.00) 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 Chris Dyleski in the amount of \$778.00 and forward it to the County Attorney for disbursement.

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

Jun-27-2013-435

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Kathryn Oliver in the amount of Eight Hundred Twenty Six and 81/100 (\$826.81) 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 Kathryn Oliver in the amount of \$826.81 and forward it to the County Attorney for disbursement.

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

Jun-27-2013-436

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of William and Teena Mashburn in the amount of Two Thousand Three Hundred Seven and 68/100 (\$2,307.68) 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 William and Teena Marshall in the amount of \$2,307.68 and forward it to the County Attorney for disbursement.

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

Jun-27-2013-437

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Timberfalls Apartments in the amount of Three Thousand One Hundred Forty Three and 76/100 (\$3,143.76) 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 Timberfall Apartments in the amount of \$3,143.76 and forward it to the County Attorney for disbursement.

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

Jun-27-2013-438

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Tamiaka Ragland in the amount of Twenty Two Thousand Forty Nine and 31/100 (\$22,049.31) 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 Tamiaka Ragland in the amount of \$22,049.31 and forward it to the County Attorney for disbursement.

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

Jun-27-2013-439

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of National Subrogation Services, LLC in the amount of Forty Nine Thousand Seven Hundred Ninety Two and 19/100 (\$49,792.19) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to National Subrogation Services, LLC in the amount of \$49,792.19 and forward it to the County Attorney for disbursement.

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

Stephens, Brown, Bowman, Carrington and Knight.

Jun-27-2013-440

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

Jeremy Romine, Sheriff's Office was granted a military leave of absence from January 30, 2013 to March 9, 2013 and the amount of pension contributions due Jeremy Romine is \$326.15 plus the County matching contributions of \$326.15 for a total of \$652.30.

William Pharr, Sheriff's Office was granted a military leave of absence from February 7, 2013 to May 4, 2013 and the amount of pension contributions due William Pharr is \$625.45 plus the County matching contributions of \$625.45 for a total of \$1,250.90.

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

Jun-27-2013-441

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be and hereby is authorized to execute Change Order No. 1 to the contract for Valley Creek Wastewater Treatment Plant Anaerobic Digester Clean-Out and Disposal between Jefferson County, Alabama and Video Industrial Services, Inc. This Change Order increases the contract by \$117,600 to a total amount not to exceed \$924,240.

CHANGE ORDER NO. 2

TO THE CONTRACT FOR VALLEY CREEK WASTEWATER TREATMENT PLANT ANAEROBIC DIGESTER CLEAN-OUT & SOLIDS DISPOSAL

This is an Amendment to the Contract by and Between Jefferson County, Alabama through the Environmental Services Department, hereinafter called "the Owner," and Video Industrial Services, Inc., hereinafter called the "Contractor" to provide for additional cleaning of the anaerobic digesters at the Valley Creek Wastewater Treatment Plant and the associated solids disposal.

WITNESSETH:

WHEREAS, the Owner desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract;

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

The contract between the parties which was approved by the Jefferson County Commission on June 12, 2012, in Minute Book 163, Page 238, is hereby amended as follows:

PART 4 – TERMS & CONDITIONS

Amend Part 4 – Terms & Conditions, Section 2. Compensation as follows:

The contract value shall be based on the Unit price of dry tonnage removed (\$392.00) multiplied by the estimated quantity (2,220 dry tons) plus Mobilization. The contract shall not exceed a cost of Nine Hundred Twenty Four Thousand Two Hundred Forty Dollars (\$924,240.00).

RECOMMENDED:

David Denard, Director
Environmental Services Department

APPROVED:

W.D. Carrington, President
Jefferson County Commission

ACCEPTED:

Drew Mahan, Vice President
Video Industrial Services, Inc.

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

Jun-13-2013-442

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be and hereby is authorized to execute an agreement between Jefferson County, Alabama (Utility) and the City of Birmingham in the amount of \$12,550.00. This agreement allows the County to be reimbursed for costs to relocate sanitary sewers that are in conflict with the City of Birmingham proposed Cotton Avenue and Tuscaloosa Avenue roadway improvement project. The relocation construction work to be done by State of Alabama contractor. The actual

cost of relocation will not be reimbursed to the Utility but will be paid directly to the State contractor by the State as a part of its roadway improvement contract.

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

Private Right-of-Way

ATRIP NUMBER: ACAA58363-ATRP (001)

Public Right-of-Way

CITY: Birmingham

THIS AGREEMENT is entered into by and between the CITY of Birmingham acting by and through its CITY COUNCIL, hereinafter referred to as the CITY, and Jefferson County Commission - Jefferson County, AL, hereinafter referred to as the Utility.

WITNESSETH:

WHEREAS, the CITY proposes a project of certain highway improvements in Birmingham CITY, Alabama, said project being designated as Project No. ACAA58363-ATRP (001) and consisting approximately of the following: widening of Cotton Ave from 10th Street to Lomb Ave, installation of round about to connect Tuscaloosa Ave with Cotton Ave; and

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

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

WHEREAS, the Alabama Department Of Transportation will use Federal funds allocated to the CITY, if available, that are provided to it by the Federal Highway Administration pursuant to 23 CFR 645 to reimburse the CITY's expenses incurred in adjusting the utilities facilities;

NOW, THEREFORE, the parties hereto agree as follows:

1. The UTILITY, not being staffed or equipped to perform the relocation, requests that the relocation work be included in the Alabama Department of Transportation's Highway Construction Contract. The relocation of the facilities will be accomplished in accordance with and as shown by the UTILITY'S reproducible mylar plans, specifications, and estimate transmitted herewith and made a part hereof by reference. The estimated cost of the "In-Kind" relocation including engineering is \$12,550.00.

a. The actual cost of relocation will not be reimbursed to the UTILITY but will be paid directly to the STATE'S contractor by the STATE as a part of its contract. A detailed itemized cost estimate will be transmitted herewith and made a part hereof by reference.

b. The total actual cost of relocation, including Engineering, whether the facilities are on private or public right-of-way, shall be adjusted for betterment, if any, as defined and provided for in 23 CFR 645 above noted. Excluding betterment costs, the total estimated cost of relocation, including Engineering, is \$12,550.00. The total estimated cost including betterment is \$12,550.00. If an adjustment for betterment is applicable, the CITY shall reimburse the UTILITY based On the percentage ratio of "inkind" cost and "betterment" cost and being 100 percent of the total actual cost of relocation, as "inkind" and the remaining 0 percent thereof shall be for the account of the UTILITY for betterment. If there are changes during construction and/or the actual construction cost percentage becomes substantially different from the construction estimate, the CITY reserves the right to recalculate the percentages at any time.

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

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

4. The UTILITY will be notified by the CITY Project Engineer, twenty-four (24) hours in advance of the commencement of the facility adjustment by the STATE Contractor. The CITY Project Engineer shall have final authority in all matters affecting the work of the STATE'S Contractor. In the event the UTILITY has an Inspector on the project, such Inspector will not issue any instructions to the STATE'S Contractor. All instructions to the STATE'S Contractor with regard to the work provided for under this agreement will be issued by the CITY Project Engineer, after consultation with the UTILITY Inspector or Representative if found necessary by the CITY Project Engineer.

5. Code of Federal Regulations 23 CFR 645 is hereby made a part hereof by reference and will be conformed to by the UTILITY as the provisions thereof are applicable hereto.

6. By signing this contract, the CITY and UTILITY 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.

7. 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.

8. Where the UTILITY has a compensable property interest in its existing location (herein referred to as private right-of-way) by reason of holding the fee, an easement or other property interest, evidence of such compensable property interest shall be attached hereto and made a part of this Agreement.

9. If the UTILITY is required to move all of its facilities from a portion of its private right-of-way, upon completion of the relocation provided for herein, the UTILITY will convey to the CITY by Quitclaim Deed the portion of its private right-of-way located within the right-of-way limits of the above referenced project.

10. In the event the UTILITY is required to relocate any of its facilities which are located on its private right-of-way to a new location on public right-of-way or if any such facilities are to be retained in place within the public right-of-way due to this project, the following provisions will apply:

a. The cost of relocation will include reimbursement for acquisition of right-of-way by the UTILITY to place necessary guy wires and anchors on private lands adjacent to the highway right-of-way and the rights to cut, trim and remove, initially and from time to time as necessary, trees on private lands adjacent to the highway right-of-way which might then or thereafter endanger the facilities of the UTILITY.

b. Reimbursement for future relocation of the UTILITY'S facilities will be in accordance With State law in effect at the time such relocation is made; provided, however, the UTILITY will be reimbursed for the cost of any future relocation of the facilities, including the cost of acquisition of equivalent private right-ofway if such future relocation is outside the highway right-of-way and such relocation is required by the CITY, and provided that the prior relocation from private right-of-way to public right-of-way was without compensation to the UTILITY for its compensable property interest in its private right-of-way.

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

12. Nothing contained in this Agreement, or in its execution, shall be construed to alter or affect the title of the CITY to the public right-of-way nor to increase, decrease or modify in any way the rights of the UTILITY provided by law with respect to the construction, operation or maintenance of its facilities on the public right-of-way.

13. Paragraph 13 set forth below is applicable to this Agreement only if Federal appropriated funds are available or will be available in the project by which the relocation required by this Agreement is necessitated.

14. In the event any Federal Funds are utilized for this work, the following certification is made: The undersigned certifies, to the best of his or her knowledge and belief, that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

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

its approval by the Innovative Programs Engineer.

WITNESS:

W.D. Carrington, President

Jefferson County Commission, Jefferson Co., AL

RECOMMENDED FOR APPROVAL: BY:

BY: _____ CITY ENGINEER/ENGINEER-OF-RECORD

BY: _____ DIVISION ENGINEER

CITY OF BIRMINGHAM

BY: William Bell, MAYOR

APPROVED:

BY: _____ INNOVATIVE PROGRAMS ENGINEER

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

Jun-27-2013-443

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of Phillip Bagwell to serve on the Mount Olive Fire District Board for a five year term ending June, 2018, be and hereby is approved.

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

JEFFERSON COUNTY COMMISSION

Unusual Demands

6/27/2013

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	Doc No
DISTRICT 1	1000193	JEFFERSON CO TREASURER	STAMPS FOR COUNTY HOME MAILOUT	CO HOME: PLANT OPERATIONS	6.44	1900070809
DISTRICT 1	1000193	JEFFERSON CO TREASURER	FIVE CALL IN MODULES CA-10 FOR FAMILY COURT	GEN SVCS: ADMINISTRATION	125.00	1900070941
DISTRICT 1	1000193	JEFFERSON CO TREASURER	REIMBURSEMENT FOR KEY DEPOSIT - V. PORTERFIELD.	GEN SVCS: ADMINISTRATION	5.00	1900071024
DISTRICT 1	1000193	JEFFERSON CO TREASURER	CORONER EMERGENCY LIGHTS (2)	CORONER/MEDICAL EXAMINER	73.90	1900071017
*DISTRICT 1					210.34	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	BALL BEARINGS, SCREWS, FUEL FILTERS FOR MOWERS	R&T: HIGHWAY MAINT-KETONA	189.63	1900070948
DISTRICT 2	1000193	JEFFERSON CO TREASURER	SOKKIA - TOTAL STATION REPAIRS HIGHWAY ENGINEERING	R&T: HIGHWAY ENG & CONSTR	250.00	1900070777
DISTRICT 2	1000193	JEFFERSON CO TREASURER	DRILL BITS, CDL RENEWAL, BATTERIES, SCREWS - KETON	R&T: HIGHWAY MAINT-KETONA	266.89	1900070895
DISTRICT 2	1000193	JEFFERSON CO TREASURER	VEHICLE TAGS, SHIPPING FEE, SAFETY DECALS	FLEET MGMT: ADMINISTRATION	211.47	1900070786
DISTRICT 2	1000193	JEFFERSON CO TREASURER	FUEL	FLEET MGMT: ADMINISTRATION	98.85	1900070787
*DISTRICT 2					1,016.84	
DISTRICT 3	1000193	JEFFERSON CO TREASURER	SELF INKING STAMPS	SHER CORRECT-BIRMINGHAM	86.28	1900070890
DISTRICT 3	1000193	JEFFERSON CO TREASURER	TV REPAIRS	SHER CORRECT-BIRMINGHAM	50.00	1900070889
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REVENUE-RETURN TRAVEL - AUDIT-W. S. MOORE 3/16-23	REVENUE	28.19	1900070789
DISTRICT 3	1001598	THE BIRMINGHAM NEWS	LEGAL NOTICE - VALUES MAY 17, 24 & 31	BD OF EQUAL - BHAM STATE	140.25	1900071049
DISTRICT 3	1030145	GEORGE TABLACK	REFUND FOR SAP BOOKS	FINANCE ADMINISTRATION	347.80	1900070954
*DISTRICT 3					652.52	
DISTRICT 4	1000193	JEFFERSON CO TREASURER	MISC OFFICE SUPPLIES	LAND DEVELOPMENT	64.95	1900070888
DISTRICT 4	1000193	JEFFERSON CO TREASURER	FOOD/EQUIPMENT FOR RESIDENTS	YOUTH DETEN: SUPPORT SVCS	149.21	1900070922
DISTRICT 4	1000193	JEFFERSON CO TREASURER	EQUIPMENT FOR RESIDENTS	YOUTH DETEN: SUPPORT SVCS	49.97	1900070923
DISTRICT 4	1020562	BESSEMER FIRE DEPART	11 SMA BESSEMER FIRE TRAINING REIMBURSEMENT	EMA	3,245.00	1900070956
DISTRICT 4	1020923	ALABAMA FIRE COLLEGE	12SMA HOMEWOOD FIRE TRAINING REIMB. FANCHER	EMA	295.00	1900071047
DISTRICT 4	1030665	GEORGIA A WRIGHT	SR REIMBURSEMENT - GEORGIA A WRIGHT	EMA	4,000.00	1900071170
DISTRICT 4	1031286	ROBERT BEWLEY	REFUND A-2013-017 WITHDRAWN	LAND DEVELOPMENT	200.00	1900070976
*DISTRICT 4					8,004.13	
DISTRICT 5	1000193	JEFFERSON CO TREASURER	REFUND OF TRAVEL COST DUE EMPLOYEE REFLIE LUCAS	ES: SANITATION ADMIN	4.34	1900070011
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CONCRETE MIX,4" COUPLING, 4" CLEANOUT,FLEX. COUP.	ES: CONSTRUCT SEWER LINE	35.10	1900070226
DISTRICT 5	1000193	JEFFERSON CO TREASURER	TONER FOR COPIER IN THE OFFICE	ES: TURKEY CREEK WWTP	29.00	1900070883
DISTRICT 5	1000193	JEFFERSON CO TREASURER	INK FOR OFFICE COMPUTER	ES: TURKEY CREEK WWTP	60.15	1900070884
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PARTS TO INSTALL NEW A/C UNIT	ES: CAHABA RIVER WWTP	130.09	1900070799
DISTRICT 5	1000193	JEFFERSON CO TREASURER	COMPRESSOR, FITTINGS, CLEANER	ES: VILLAGE CREEK WWTP	554.04	1900070894
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PRIME SAFETY RED;WIRE;USBS;GLASS FUSE;COIL GUN;	ES: VILLAGE ELECTRICAL SHOP	359.16	1900070925
DISTRICT 5	1000193	JEFFERSON CO TREASURER	FITTINGS TO INSTALL NEW A/C UNIT	ES: CAHABA RIVER WWTP	31.76	1900070798
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CDU'S, TENT, EXPANSION PLUG	ES: SHADES LINE MAINT	209.98	1900070785
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PUMP	ES: FIVE MILE CREEK WWTP	457.50	1900071086
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PUMP	ES: FIVE MILE CREEK WWTP	457.50	1900071085
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CHESELL CIRCULAR CHARTS	ES: FIVE MILE CREEK WWTP	165.77	1900071088
DISTRICT 5	1000193	JEFFERSON CO TREASURER	MUFFLER	ES: CONSTRUCT SEWER LINE	53.71	1900071171
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SHOWER PARTS, TOILET PARTS	ES: VILLAGE CREEK WWTP	409.43	1900071069
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PLASTIC SAMPLE BOTTLES	ES: VILLAGE CREEK WWTP	243.00	1900071070
DISTRICT 5	1000193	JEFFERSON CO TREASURER	A/C REPAIR PARTS	ES: CAHABA RIVER WWTP	26.13	1900071151
DISTRICT 5	1000193	JEFFERSON CO TREASURER	MILEAGE FOR CALL-IN EMPLOYEE	ES: FIVE MILE CREEK WWTP	13.77	1900071052
DISTRICT 5	1000193	JEFFERSON CO TREASURER	MOUNTING TAPE	ES: SANITATION ADMIN	9.49	1900070951
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SOCKET KIT;INPUT CARD, WIRING ARM;	ES: INSTRUMENT SHOP	191.93	1900070953
DISTRICT 5	1000193	JEFFERSON CO TREASURER	COOLERS, VACUUM,GLUE TRAPS,COUPLER	ES: CONSTRUCT SEWER LINE	311.69	1900071057
DISTRICT 5	1000193	JEFFERSON CO TREASURER	WIRELESS REFER SCALE;BATTERY;NITROGEN;ADAPTER;	ES: VILLAGE ELECTRICAL SHOP	254.63	1900071082
DISTRICT 5	1000193	JEFFERSON CO TREASURER	REFRESHMENTS FOR CUSTOMER SERVICE TRAINING CLASS	ES: SANITATION ADMIN	355.42	1900070986
DISTRICT 5	1000193	JEFFERSON CO TREASURER	3/4" PVC UNION,RAT POISON,J-BOX,STARTER REBUILD	ES: PACKAGE WWTP & PUMP STA	180.13	1900071059
DISTRICT 5	1000193	JEFFERSON CO TREASURER	TRAINING MANUAL, WIPER BLADES, EAR PLUGS	ES: VILLAGE CREEK WWTP	302.92	1900071068
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BOLTS AND NUTS FOR ROTOR AND INK FOR OFFICE	ES: TURKEY CREEK WWTP	67.28	1900071014
DISTRICT 5	1000193	JEFFERSON CO TREASURER	GASTORADE;BATTERY;WATER;	ES: FIVE MILE CREEK WWTP	96.23	1900071051
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SANDSCREEN;DRYER;LEAK DETECTOR;POWER FLUSH KIT;	ES: VILLAGE ELECTRICAL SHOP	319.12	1900071081

DISTRICT 5	1001598	THE BIRMINGHAM NEWS	LEGAL AD-CLOSURE OF JRHC	COUNTY ATTORNEY	60.50	1900071061
DISTRICT 5	1031129	DANA GORTNEY	REFUND FOR OVERPAYMENT & FB W 0-74363(D)	FINANCE SEWER SERVICES	190.23	1900070959
DISTRICT 5	1031220	MARVIN & CAROL STANFORD	REFUND FOR OVERPAYMENT & FB W 0-49192(D)	FINANCE SEWER SERVICES	262.25	1900070960
DISTRICT 5	1031291	ANDREA PINCHAM BENTON	REFUND FOR LEAK ADJUSTMENT N 4325-3512 (L1)	FINANCE SEWER SERVICES	65.41	1900070958
*DISTRICT 5					5,907.66	
**					15,791.49	

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

Jun-27-2013-444

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request from the Department of Finance to remove the following equipment from fixed assets, be and hereby is approved.

DISPOSALS

Tax Collector

130000000246	Check Scanner Jogger Software	Warehouse for Auction
140000005820	Copier	Warehouse for Auction
140000003185	Copier	Warehouse & Parts
130000000248	Canon Scanner	Warehouse & Parts

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

Jun-27-2013-445

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 06/04/13 - 06/10/13

1. ROADS AND TRANSPORTATION (BRIDGE) FROM ALABAMA GUARDRAIL L INCORPORATED, PINSON, AL, TO AWARD BID FOR THE PURCHASE OF GUARDRAIL COMPONENTS ON AN AS NEEDED BASIS FOR THE PERIOD OF 6/27/13 - 6/26/14. REFERENCE BID109-13
2. ENVIRONMENTAL SERVICES SEWER LINE MAINTENANCE FROM U S FOUNDRY AND MANUFACTURING CORPORATION, ATLANTA, GA, CONTRACT RENEWAL FOR THE PURCHASE OF MANHOLE SEWER COVERS ON AN AS NEEDED BASIS FOR THE PERIOD 10/01/13 - 9/30/14. SCHEDULED TO BE REBID IN FY1-4. REFERENCE BID#169-11
3. ENVIRONMENTAL SERVICES AND GENERAL SERVICES DEPARTMENT FROM JASPER ELECTRIC MOTORS INCORPORATED, JASPER, AL, CONTRACT RENEWAL FOR LARGE MOTOR REPAIRS ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/01/13 - 9/30/14. 2ND YEAR OF BID. SCHEDULED TO BE REBID IN FY 15. REFERENCE BID#131-12
4. ENVIRONMENTAL SERVICES AND GENERAL SERVICES DEPARTMENT FROM B & D ELECTRIC MOTOR COMPANY, BIRMINGHAM, AL, CONTRACT RENEWAL FOR SMALL MOTOR REPAIRS ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/01/13 - 9/30/14. 2ND YEAR OF BID. SERVICE TO BE REBID IN FY 15. REFERENCE BID#131-12
5. COOPER GREEN MERCY HEALTH SERVICES FROM SOURCEONE HEALTHCARE TECHNOLOGIES, MENTOR, OH, TO PAY PAST DUE INVOICES FOR BARIUM CONTRAST MEDIA FOR SUPPLIES AS PURCHASED FROM SOURCEONE. ITEMS PREVIOUSLY ORDERED ON PO'S: 2000058514; 2000058660; 2000058764.
SAP PURCHASE ORDER # 2000073154 \$14,138.67 TOTAL REFERENCE BID # 224-10
6. ROADS AND TRANSPORTATION (BRIDGE WAREHOUSE) FROM ALABAMA GUARDRAIL INCORPORATED, PINSON, AL, TO PURCHASE GUARDRAIL COMPONENTS ON AN AS NEEDED BASIS FOR THE PERIOD OF 06/27/2013 - 06/27/2014. SAP PURCHASE ORDER # 2000072250 \$27,058.80 TOTAL REFERENCE BID # 109-13
7. ROADS AND TRANSPORTATION ADMINISTRATION FROM DUNN CONSTRUCTION, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR THE PURCHASE OF ASPHALT EMULSIFIED ON AN

AS NEEDED BASIS FOR THE PERIOD OF 4/01/13 - 3/31/14. SAP PURCHASE ORDER # 20000069497

CHANGE ORDER \$400,000.00 REFERENCE BID # 66-13 PURCHASE ORDER \$900,000.00 TOTAL

8. COOPER GREEN MERCY HEALTH SERVICES FROM GVM TPS (OLD TOWN SUITES) BIRMINGHAM HOMEWOOD LLC, HOMEWOOD, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO COVER INVOICES FOR AJP CONSULTING - CONCERNING OTIS STORY LODGING. SAP PURCHASE ORDER # 20000071081

CHANGE ORDER \$ 4,000.00 CLARITY CONTRACT # CON-00004408 PURCHASE ORDER \$14,000.00 TOTAL

For Week of 06/11/13 - 06/17/13

1. YOUTH DETENTION CENTER AND PACA MEMBERS FROM EVANS MEATS, BIRMINGHAM, AL, TO AWARD BID FOR FRESH MEATS ON AN AS NEEDED BASIS FOR THE PERIOD OF 7/01/13 - 6 30/14. REFERENCE BID # 108-13
2. ROADS AND TRANSPORTATION ADMINISTRATION FROM KIRKPATRICK CONCRETE, BIRMINGHAM, AL, CONTRACT RENEWAL FOR THE PURCHASE READY MIX CONCRETE ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/01/13 - 9/30/14 - 3RD YEAR OF BID. TO BE REBID IN FY14. REFERENCE BID # 178-11
3. BULK STORES FROM BATTLE & BATTLE DISTRIBUTORS INCORPORATED, DECATUR, AL. CONTRACT RENEWAL FOR SMALL DRY CELL BATTERIES ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/01/13 - 9/30/ 14. REFERENCE BID # 183-11
4. VARIOUS JEFFERSON COUNTY DEPARTMENTS AND PACA MEMBERS FROM ARAMARK UNIFORM SERVICE, LOS ANGELES, CA, CONTRACT RENEWAL (1ST RENEWAL) FOR WORK UNIFORM RENTAL AND MISCELLANEOUS ITEMS ON AN AS NEEDED BASIS FOR THE PERIOD OF 5/01/13 - 4/30/14. SCHEDULED FOR REBID IN 2015. REFERENCE BID # 14-12
5. ROADS AND TRANSPORTATION: FLEET MANAGEMENT FROM ACTION TIRE COMPANY, TARRANT, AL, CONTRACT RENEWAL (2 N° YEAR OF BID) FOR TIRE RECAPING FOR LARGE TRUCK TIRES ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/01/13 - 9/30/14. REFERENCE BID # 145-12
6. ROADS AND TRANSPORTATION ADMINISTRATION FROM KELLY CONSTRUCTION COMPANY, BIRMINGHAM, AL, CONTRACT RENEWAL (1ST RENEWAL) FOR ROAD MILLING SERVICES ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/01/13 - 9/30/14. REFERENCE BID # 160-12
7. ROADS AND TRANSPORTATION FROM CANON SOLUTIONS AMERICA, BIRMINGHAM, AL, TO PURCHASE ONE (1) CANON PRINTER. SAP SHOPPING CART # 1000198873 \$6,614.00 TOTAL
8. BULK STORES AND PACA MEMBERS FROM AMERICAN OSMENT CHEMICALS LAFAYETTE, AL, TO PURCHASE CAN LINERS ON AN AS NEEDED BASIS FOR THE PERIOD OF 12/13/12 - 12/12/13. SAP PURCHASE ORDER # 7000008730 \$9,461.00 TOTAL SHOPPING CART #'S: 10000199793 & 10000199794 REFERENCE BID # 188-11
9. ENVIRONMENTAL SERVICES: T.V. INSPECTION BUILDING FROM ATLAS INSPECTION TECHNOLOGIES, BIRMINGHAM, AL, TO PURCHASE TWO (2) ARIES PE2720 PAN TILT & ZOOM CAMERAS. SAP PURCHASE ORDER # 2000072713 \$40,469.16 TOTAL REFERENCE BID # 88-13
10. INFORMATION TECHNOLOGY DEPARTMENT FROM STRATEGIC ALLIED TECHNOLOGIES, HOOVER, AL, FOR INFOBLOX MAINTENANCE. SHOPPING CART # 1000198956 \$12,464.00 TOTAL STATE OF ALABAMA CONTRACT # T600
11. ENVIRONMENTAL SERVICES FROM DELL MARKETING, ROUND ROCK, TX, TO PURCHASE POWER EDGE 520 SERVERS. SAP SHOPPING CART # 1000198994/2 \$6,334.20 TOTAL REFERENCE BID # 83-13
12. JEFFERSON COUNTY DEPARTMENTS AND PACA MEMBERS FROM MCCAIN UNIFORMS, BIRMINGHAM, AL, TO EXTEND CONTRACT UNTIL SEPTEMBER 2, 2013. ITEMS TO BE PURCHASED ON AN AS NEEDED BASIS. BID IS BEING DEVELOPED. SCHEDULED FOR RELEASE IN JULY 2013. REFERENCE BID # 101-10
13. ROADS AND TRANSPORTATION: HIGHWAY MAINTENANCE BESSEMER FROM SUNSHINE SUPPLIES INCORPORATED, WATSON, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING OPEN PURCHASE ORDER FOR SILT FENCE AND ACCESSORIES ON AN AS NEEDED BASIS FOR THE PERIOD OF 10/01/12 - 9/30/13. SAP PURCHASE ORDER # 2000068240 CHANGE ORDER \$4,000.00 REFERENCE BID # 5-12 PURCHASE ORDER \$9,000.00 TOTAL
14. FAMILY COURT - ADMINISTRATION FROM PITNEY BOWES, LOUISVILLE, KY, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR POSTAGE RESERVE ACCOUNT. SAP PURCHASE ORDER # 2000069268 CHANGE ORDER \$10,000.00 PURCHASE ORDER \$65,000.00 TOTAL
15. COMMUNITY AND ECONOMIC DEVELOPMENT FROM THE BIRMINGHAM TIMES, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR ADVERTISING SERVICE FOR LEGAL AND DISPLAY

ADVERTISEMENTS. SAP PURCHASE ORDER # 2000070458 CHANGE ORDER \$ 2,500.00

PURCHASE ORDER \$10,000.00 TOTAL

- 16. COOPER GREEN MERCY HEALTH SERVICES FROM ADVANCED DISPOSAL SERVICES, CAROL STREAM, IL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PAY PAST AND CURRENT INVOICES.

SAP PURCHASE ORDER # 2000071211 CHANGE ORDER \$23,100.00 REFERENCE BID # 175-10

PURCHASE ORDER \$33,100.00 TOTAL

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

Jun-27-2013-446

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Encumbrance Reports for the week of 6/4/13 - 6/10/13 and 6/11/13 - 6/17/13 be and hereby is approved.

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

STAFF DEVELOPMENT

Multiple Staff Development

Environmental Services - 4 participants

Table with 2 columns: Name, Amount. Rows: Cedric Hayden (\$249.00), Tonya Kelley (\$249.00), Emily Kemp (\$249.00), Ronald Stephens (\$249.00)

Individual Staff Development

Commission - District 2

Table with 2 columns: Description, Amount. Row: Sandra Little Brown, Assn. of County Commissioners Annual Convention Orange Beach, AL - August 20-23, 2013 (\$1,056.02)

Roads & Transportation

Table with 2 columns: Name, Amount. Row: Kelly Watson, IRWA Course - Bargaining Negotiations Web Class (\$415.00)

Roads & Transportation

Table with 2 columns: Name, Amount. Row: Kelly Watson, IRWA Course - Introduction to Property Asset Management Web Class (\$415.00)

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

BUDGET TRANSACTIONS

Position Changes and/or Revenue Changes

- 1. General Services \$(5,604,812.73)

Return/delete all available funds remaining on the Bessemer Project in order to clear the budget.

For Information Only

- 2. Sheriff's Office \$26,000

Add purchasing memorandum to purchase a pickup truck.

3. Personnel Board \$68,000

Shift funds and add purchasing memorandum to purchase TekLinks equipment for upgrade the Board to wireless capabilities.

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

Jun-27-2013-447

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. II to the agreement between Jefferson County, Alabama and Microsoft Corporation to provide maintenance for Microsoft license software products for the period July 1, 2013 - June 30, 2014 in the amount of \$62,560.

CONTRACT NO.: 00003986

MAINTENANCE AND SUPPORT MICROSOFT PREMIER

Contract Amendment No. II

This Amendment to Contract entered into the 13th day of May, 2013, between Jefferson County, Alabama, hereinafter referred to as "the County, and Microsoft Corporation, hereinafter referred to as the "Contractor" to provide Microsoft Premier Standard Maintenance.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

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

This contract amendment results from Jefferson County's request for Bid No. 129-11 The original contract between the parties referenced above, was approved by the Commission on July 12, 2011; recorded in MB 162, Page 48; Amendment 1 approved by Commission July 17, 2012,; recorded in MB 163, page(s) 346-347.

Amend Term of Contract: July 1, 2013 through June 30, 2014.

Amend Fees: Contractor to be paid the sum of \$62,560.00

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

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

Microsoft Corporation

Kimberly B. Jennissen / Contracts Manager

On behalf of David T. Gallagher Director of Contracts

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

Jun-27-2013-448

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Archives Security, Inc. to provide off-site data backup protection for various County departments in an amount not to exceed \$30,000 (IT cost - \$15,000).

CONTRACT NO. CON00005138

THIS AGREEMENT entered into this 1st day of May, 2013, by and between Jefferson County Alabama hereinafter called "the County", and Archives Security Inc., called "the Contractor", located at 88 Greensprings Highway, Birmingham, AL 35209. The effective date of this agreement shall be July 1, 2013.

WHEREAS, the County desires to contract for offsite data protection services for the Jefferson County Commission, hereinafter called

"the Commission"; 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: This contract results from Jefferson County's ITB No. 80-13. The ITB describes the scope of services called for and the Response contains the statements and representations of the Contractor, thereto. The response from Archives Security, Inc., Inc. constitutes essential components of this Contract and is adopted herein by reference and is attached hereto as Exhibit A. Those two components and this CONTRACT document constitute the entire agreement between the parties. The Scope of Services is listed in Exhibit A (on file in the Minute Clerk's Office).
3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render services to Jefferson County Commission at any time after the effective date of this Contract. The Contract term expires on June 30, 2014, with the County's option to renew for two additional one year terms.
4. COMPENSATION: The Contractor shall be compensated for services rendered at cost shown in Exhibit A.
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-contractors) including, but not limited to, regular payment of all monies owed to any subcontractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.
7. 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.
8. 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.
9. INDEPENDENT CONTRACTOR: The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for all applicable federal, state and local taxes, etc.
10. NON-DISCRIMINATION POLICY: Both parties agree that all services rendered under this contract will be done so without regard to race, creed, color, sex, national origin, religion or handicap.
11. MISCELLANEOUS REQUIREMENTS: Upon execution of this contract, the Contractor shall furnish the Jefferson County Finance Department with information required for Form 1099 reporting and other pertinent data required by law.
12. LIABILITY: The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY. The Contractor 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.
13. TERMINATION FOR CONVENIENCE: Upon Thirty (30) days written notice to the Contractor, the County may without cause and without prejudice to any other right or remedy to the County, elect to terminate the Agreement. In such case the Contractor shall be paid (without duplication of items): (1) for completed and accepted work executed in accordance with the Agreement prior to the effective date of termination, including fair and reasonable sums for such work; (2) for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Agreement in connection with any uncompleted work; and (3) for reasonable expenses directly attributable to termination, excluding loss of anticipated revenue or other economic loss arising out of or resulting from such termination.
14. AMENDMENT OF AGREEMENT: This Contract contains the entire understanding of the parties, and no change of any term or provision of the Contract shall be valid or binding unless so amended by written instrument which has been executed or approved by the County. Any such amendment shall be attached to and made a part of this Contract. A written request must be made to the County and an amended agreement will be executed.

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

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

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

18. 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.

19. 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

Archives Security, Inc.

_____, Authorized Signature

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

Jun-27-2013-449

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to sign the Insolvents, Errors and Taxes in Litigation for 2012 and Uncollected Insolvents and Taxes in Litigation from Previous Years report from the Tax Collector's Office.

INSOLVENTS, ERRORS AND TAXES IN LITIGATION FOR 2012 AND
UNCOLLECTED INSOLVENTS AND TAXES IN LITIGATION FOR PREVIOUS YEARS)

THE STATE OF ALABAMA

JEFFERSON County

BE IT REMEMBERED, That at the meeting of the Board of County Commissioners of said County, held on this 27th day of JUNE,

2013. J. T. SMALLWOOD, Tax Collector of said County, made his report of "Insolvents", "Errors in Assessment" and "Taxes in Litigation" on taxes for the current year 2012, as required by Code of Ala. 1975, Section 40-5-23. And after a careful and rigid examination of said reports by said Board, it was considered and adjudged that said collector be allowed credit on his final settlement with the Comptroller for the following amounts:

Insolvents: State Taxes – General	\$ 118,380.47
– Soldier	\$ 47,352.10
– School	\$ 145,196.31
Errors in Assessments: State Taxes – General	\$ 727,007.23
– Soldier	\$ 290,801.94
– School	\$ 925,769.97
Taxes in Litigation: State Taxes – General	\$ 11,105.69
– Soldier	\$ 4,442.22
– School	\$ 13,326.76

And said Collector has also made his report for final allowance of the uncollected balances of Insolvent Taxes for the previous year 2011, as required by Code of Ala. 1975, Section 40-5-29; and the Board thereupon made the following allowances to said Collector of such Insolvent Taxes as he may have been unable to collect, as follows:

State Taxes – General	\$ 81,247.48
– Soldier	\$ 32,499.04
– School	\$ 99,978.03

And said Collector is also allowed credit for the following taxes in litigation for the previous years) which he has been unable to collect as follows:

	General	Soldier	School
2011	\$ 93,927.83	\$ 37,571.11	\$ 113,765.07
2010	\$ 8,412.13	\$ 3,364.87	\$ 10,094.61
2009	\$ 8,088.63	\$ 3,235.45	\$ 9,706.35

(SEE ATTACHED)

Given under my hand this 27th day of JUNE, 2013

W. D. Carrington, Presiding Officer

And said Collector is also allowed credit for the following taxes in litigation for the previous year(s) which he has been unable to collect as follows:

	General	Soldier	School
2008	\$ 12,086.37	\$ 4,834.49	\$ 14,503.46
2007	\$ 502.40	\$ 200.96	\$ 602.88
2006	\$ 3,126.06	\$ 1,250.42	\$ 3,751.27
2005	\$ 815.66	\$ 326.26	\$ 978.80
2002	\$ 1,234.16	\$ 493.66	\$ 1,481.00
1996	\$ 90.50	\$ 36.21	\$ 108.58
1995	\$ 790.65	\$ 316.25	\$ 948.76
1994	\$ 82.89	\$ 33.16	\$ 99.45
1990	\$ 2,020.83	\$ 808.17	\$ 2,424.80
1988	\$ 689.15	\$ 275.67	\$ 826.98
1987	\$ 8.78	\$ 3.52	\$ 10.55

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

Jun-27-2013-450

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Troy F. Kilpatrick, M.D. to provide medical services to patients of the County's Ambulatory Care

Center for a period of one year in the amount of \$80,000. (Exhibits on file in the Minute Clerk's Office)

PHYSICIAN SERVICES AGREEMENT

This Physician Services Agreement (the "Agreement") is made and entered into as of the 17th day of June, 2013 between Jefferson County Commission d/b/a Cooper Green Mercy Health Services of Birmingham, Alabama (the "County") and Troy F. Kilpatrick, M.D., an independent contractor ("Physician").

RECITALS

WHEREAS, the County provides medical services to patients of the County's Ambulatory Care Center and wishes to engage Physician as an independent contractor to support the provision of clinical services;

WHEREAS, Physician is licensed to practice medicine in the State of Alabama and is qualified to provide clinical services to County in accordance with the terms of this Agreement; and

WHEREAS, the County and Physician wish to enter into this Agreement for the provision of services contemplated hereunder;

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, the parties, intending to be legally bound, agree as set forth below.

1. DUTIES AND OBLIGATIONS OF PHYSICIAN

1.1. Services. Physician shall perform the duties and responsibilities as set forth in Exhibit A. Physician shall perform all such duties and responsibilities ("Physician Services") in accordance with accepted professional standards, all applicable federal, state, and local laws and regulations, County policies, and JCAHO standards (if County maintains or seeks JCAHO accreditation), as the same may be revised from time to time.

1.2. License and DEA Registration. Physician must at all times be a qualified, professionally competent, duly licensed physician under the laws of the State of Alabama and have a current DEA registration number. Physician shall submit to County proof of a current license and DEA registration prior to providing services pursuant to this Agreement.

1.3. Qualifications. Physician represents and warrants to County that (i) he or she has never been debarred, suspended or excluded from a federal health care program (as defined at 42 U.S.C. § 1320a7b(f)); (ii) he or she has never had civil monetary penalties levied against him or her by a federal health care program; (iii) he or she holds a valid, unrestricted license to practice medicine in the State of Alabama; and (iv) he or she is not currently the subject of any formal or informal investigation or disciplinary proceeding by any department or agency having jurisdiction over the professional activities of Physician in any state where Physician is licensed. Physician agrees to notify the County within five (5) days of the occurrence of any of the events described above.

1.4. Hours. The parties estimate that, on average, Physician duties hereunder will require a maximum of 16 hours per week to perform.

1.5 Productivity. It is a material condition of this Agreement that Physician will see an average of twenty (20) to twenty-five (25) patients per day. If working in collaboration with a Certified Registered Nurse Practitioner, Physician will see an average of thirty-five (35) to forty (40) patients per day. The productivity requirements set forth in this Section 1.5 are based upon such number of patients being available to be seen by Physician. If Physician is available to see patients, but an insufficient number of patients are available at the County's Ambulatory Care Center for Physician to see the number of patients set forth in this Section 1.5, Physician shall not be deemed in breach of the Agreement.

1.6. Compliance with Laws. This Agreement shall be carried out in compliance with all applicable laws, rules, and regulations, including, without limitation, those with respect to the following: (i) Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and related requirements imposed by the Department of Health and Human Services (45 C.F.R. Part 80); and (ii) the protection of the rights of residents, including, but not limited to, rights relative to confidentiality, privacy, quality of care rendered, consumer protection, and the like.

1.7. Collaboration with Certified Registered Nurse Practitioner.

(a) If called upon to do so by the County, Physician shall serve as the collaborating physician for a Certified Registered Nurse Practitioner ("CRNP") with regard to services provided to patients at the County's Ambulatory Care Center and shall provide professional oversight and direction to CRNP in accordance with Alabama Code §§ 34-21-80, et seq., and the rules and regulations of the Alabama Board of Nursing and the Alabama State Board of Medical Examiners (the "Boards") and in accordance with this Agreement and the standard protocol (the "Protocol") approved by the Board of Nursing and Board of Medical Examiners.

(b) Such collaboration services provided by Physician shall include, at a minimum:

(i) completing such applications, renewals and reports as are required by applicable rules and regulations to enable Physician to serve as the collaborating physician for the CRNP;

(ii) documenting evaluation of the clinical practice of CRNP against established patient outcome indicators, using a specific percentage or selected sample of patient records, with a summary of findings, conclusions, and, if indicated, recommendations for change;

(iii) providing professional medical oversight and direction to the CRNP;

(iv) being readily available for direct communication or by radio, telephone or telecommunications with CRNP;

(v) being readily available for consultation or referrals of patients from CRNP;

(vi) making provision for medical coverage by a physician who is preapproved by the Board of Medical Examiners and Physician and who is familiar with applicable Board of Medical Examiners rules regarding collaborative arrangements, for any reasonable periods when Physician is not readily available;

(vii) Physician will clearly specify the circumstances and provide written verification of the availability of an approved physician for consultation, referral, or direct medical intervention in emergencies and after hours, if indicated, as set forth in the Protocol; and

(viii) Physician shall be present with CRNP at approved collaborative practice sites for not less than ten percent (10%) of CR,NP's scheduled hours in the collaborative practice or provide for a preapproved covering physician to be present in lieu of Phi with the calculation of the ten percent (10%) requirement on a monthly or quarterly basis in accordance with Ala- Board of Medical Examiners Admin. Code r. 540-X-8-.08(6).

2. DUTIES AND OBLIGATIONS OF COUNTY

2.1. Scheduling. County shall coordinate and schedule interdepartmental or committee meetings or conferences and notify Physician promptly of any anticipated need for his or her involvement therein.

2.2. Responsibility for Services Performed. County shall retain administrative responsibility for all services provided hereunder.

3. COMPENSATION

County shall pay to Physician for the services rendered pursuant to this Agreement the amount of \$100.00 per hour. The compensation provisions of this Agreement may not be altered or modified except at the end of the Initial Term or any Renewal Term or by mutual consent of both parties. Physician shall provide invoices by the 5th of each month as set forth in Exhibit B for services provided along with a monthly schedule to be developed with the Cooper Green Mercy Ambulatory Care Administrator as set forth in Exhibit C. The County shall make payment no later than the 20th of each month.

County is providing Physician personal Professional Liability Insurance at an annual expense of \$4,384.

4. TERM AND TERMINATION

4.1. Term of Agreement. The initial term of this Agreement shall be one (1) year, commencing on the date first written above (the "Initial Term").

4.2. Termination without Cause. Either party may terminate this Agreement at any time upon sixty (60) days written notice to the other party.

4.3. Termination for Cause. County may terminate this Agreement for cause upon breach of the Agreement, which shall include but not be limited to the occurrence of any of the following events, by providing the Physician with written notice of such breach. This Agreement shall terminate as set forth in such notice unless the Physician cures the breach to the County's satisfaction within ten (10) days of Physician's receipt of the notice of breach. The occurrence of any of the events forming the basis for termination shall be determined solely in the County's discretion.

a. The Physician fails to comply with the policies and procedures of County; or

b. The Physician fails to diligently perform all obligations under this Agreement, including but not limited to the specific duties set forth in Exhibit A of the Agreement; or

c. The Physician breaches any provision, warranty, or representation set forth in the Agreement; or

d. The Physician engages in an act or omission that is harmful or disruptive to the County's operations or reputation; or

e. The Physician attempts to assign this Agreement without the written consent of the County.

4.4. Immediate Termination. The County may terminate this Agreement immediately upon notice to Physician of the occurrence of any one of the following events:

a. Physician dies or becomes disabled for a ten (10) day period or more; or

b. The County ceases operations or the County's Ambulatory Care Center is the subject of a change of ownership with a third party that is unaffiliated with the County; or

c. The Physician's license to practice medicine in any state is suspended, revoked or terminated, or any state's Board of Medical Examiners or any other governmental agency having jurisdiction over physicians initiates any proceeding or investigation for the purposes of suspending, terminating or revoking any such license or for the purpose of considering any of the foregoing; or

d. The Physician's authority to prescribe any controlled substance or drug is suspended, revoked, or terminated, or any authorized governmental agency initiates any proceeding or investigation for the purposes of suspending, terminating or revoking an such authority or for the purpose of considering any of the foregoing; or

e. The Physician is convicted of a felony. For purposes of this section, "convicted" shall have the same definition as that contained in 42 U.S.C. § 1320a-7(i); or

f. The County determines in its sole discretion that continuation of this Agreement would jeopardize the health or safety of any

County patient.

4.5. Termination by Physician. The Physician may terminate this Agreement for cause upon breach of this Agreement, which shall include the County's failure to comply with the compensation provisions set forth in Section 3 of this Agreement, by providing written notice to the County. This Agreement shall terminate as set forth in such notice unless the County cures the breach within ten (10) days of its receipt of the written notice. Physician may also terminate this Agreement upon thirty (30) days written notice in the event that the Physician becomes unable, for any reason, to continue to perform the services required by this Agreement.

4.6. Impact of Termination. In the event that either the County or the Physician terminate this Agreement prior to the expiration of the Initial or a Renewal Term, the parties agree not to enter into any agreement or other financial relationship with one another until the Initial or Renewal Term that was in effect at the time of the termination would have expired. The provisions of this Section 4.6 shall survive termination of this Agreement.

5. PROFESSIONAL LIABILITY INSURANCE

During the term of this Agreement, professional liability insurance shall be furnished by County with such carrier, trust, or other program or self-insurance program as County shall select, in the minimum amounts of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate. Physician agrees to provide true, complete and correct applications as requested and to comply with the County's risk management policies and any requirements of the insurance carrier of the policy furnished to Physician. The County reserves the right to terminate this agreement with written notice should Physician be denied coverage or the coverage is terminated by carrier selected by the County.

6. ASSIGNMENT OF FEES FOR SERVICES

All fees and other income generated by Physician for services as a physician performed during the term of this Agreement shall belong to County, whether paid directly to County or Physician, and Physician hereby assigns them to County. Physician shall cooperate fully with County's efforts to bill and collect for services rendered by Physician and will account for and remit promptly to County all such fees paid to Physician.

7. MISCELLANEOUS

7.1 Independent Contractor. The parties intend that Physician shall be an independent contractor in all things relevant to this Agreement and the performance hereunder. County shall not withhold or in any way be responsible for the payment of any federal, state, or local income or occupational taxes, F.I.C.A. taxes, unemployment compensation or workers' compensation contributions, vacation pay, sick leave, retirement benefits or any other payments for or on behalf of Physician. All such payments, withholdings, and benefits are the responsibility of Physician, and Physician shall indemnify and hold harmless County from any and all loss or liability arising with respect to such payments, withholdings and benefits.

7.2. Physician's Financial Relationships. Physician represents and warrants that neither Physician nor an immediate family member of Physician has a financial relationship with any entity not a party to this Agreement that provides to the County any "Designated Health Services" which may be reimbursed in whole or in part under the Medicare or Medicaid programs. For purposes of this paragraph, "Designated Health Services" means: Urgent Care and Ambulatory Care services, clinical, psychiatric services, physical therapy services, occupational therapy services, radiology services (including magnetic resonance imaging, computerized axial tomography scans, and ultrasound services); radiation therapy services and supplies; durable medical equipment and supplies; parenteral and enteral nutrients, equipment, and supplies; prosthetics, orthotics, and prosthetic devices and supplies; home health services: outpatient prescription drugs; and inpatient and outpatient hospital services. "Financial Relationship" means an ownership or investment interest in the entity or a compensation arrangement with the entity, as defined in 42 U.S.C. §§ 1395nn(a)(2)&(h). Physician further represents and warrants that neither Physician nor an immediate family member of Physician will enter into any additional Financial Relationship described in this paragraph during the term of this Agreement without the prior written approval of the County.

7.3. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

7.4. No Waiver. The failure of either party to insist upon strict compliance with any provision of this Agreement shall not be deemed a waiver of such provision or of any other provision hereof.

7.5. Assignment and Subcontracting. This Agreement cannot be assigned by either party without the express written consent of the other party, except, however, that County may assign this Agreement to a related entity without obtaining Physician consent and such assignment by County to a related entity shall be automatic in the event of a restructuring that results in the transfer of the ownership or operations of Cooper Green Mercy Health Services Operations, which includes Urgent Care and Ambulatory Care services, to such related entity. Physician may not subcontract or otherwise arrange for another individual or entity to perform his duties under this Agreement unless approved by County.

7.6. Confidentiality. All documentation and records relating to County's patients shall be and remain the sole property of County, subject to the resident's rights in such records. Neither Physician nor any of his staff shall disclose to any third party, except where permitted or required

by law or where such disclosure is expressly approved by County or the patient in writing, any resident or medical record information regarding County's patients, and Physician shall comply with all federal and state laws and regulations and all County policies regarding the confidentiality of such information. County shall provide copies of its confidentiality policies to Physician upon request.

7.7. Notices. Any and all notices required or permitted to be given under this Agreement will be deemed given if furnished in writing and personally delivered or if sent by certified or registered mail, postage prepaid addressed to the party to whom notice is being given as follows (or to such other address or addresses as may from time to time hereafter be designated by the parties in writing by like notice):

If to Physician: Troy F. Kilpatrick, M.D.
PO Box 550
Pinson, AL 35126

If to 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

All notices shall be deemed effective on the date of actual receipt, as evidenced by the return receipt, courier record, or similar document.

7.8. Entire Agreement. This Agreement contains the entire understanding 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.

7.9. Regulatory Requirements. The parties expressly agree that nothing contained in this Agreement is intended or shall be construed as an inducement to the Physician to refer any patients to, or order any goods or services from the County. 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 Self-Referral Statute, federal law, or regulation relating to criminal mail, wire fraud, 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.

7.10. No Third Party Beneficiaries. This Agreement is entered into for the sole benefit of the parties. 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.

7.11. 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.

7.12. Amendments/Approvals. Neither this Agreement nor any amendment or modification hereto, 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 Physician.

7.13. Headings. All section, subsection, or paragraph headings utilized in this Agreement are for convenience only and do not, expressly or by implication, limit, define or extend the specific terms of the section, subsection or paragraph so designated.

7.14. 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 which 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.

7.15. Access to Books and Records. As and to the extent required 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 for 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 the County, its representatives by virtue of this Agreement.

7.16. Change 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 a party's operations under this Agreement, then, upon the request of a 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.

7.17. Confidentiality and Disclosure of Patient Information. The Physician acknowledges that in the course of providing the services called for by this Agreement he or she 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 Physician 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 Cooper Green Mercy Health Services Operations which includes Urgent Care and Ambulatory Care services, or (iii) to carry out the legal responsibilities of the County. If the Physician discloses this PHI to another person or entity, the Physician 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 County of any instances of which it is aware in which the confidentiality of the PHI has been breached. Physician 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 than as permitted by this Agreement; (c) promptly report to the County any use or disclosure of PHI not provided for by this Agreement of which Physician becomes aware; (d) indemnify and hold harmless the County from all liabilities, costs or damages arising out of or in any manner connected with a disclosure by the Physician 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 Physician on behalf of the County available to the Secretary of Health and Human Services and the County for purposes of determining compliance with 45 C.F.R. §§ 164.500 - .534; (i) ensure that any agents, including subcontractors, to whom the Physician provides PHI received from, or created or received by the Physician on behalf of the County agree to the same restrictions and conditions that apply to the County 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 Physician on behalf of the County that the Physician maintains in any form, and retain no copies of such PHI, or if such return or destruction is not feasible, the Physician 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 infeasible. Any breach of this section of the Agreement shall permit the County to terminate this Agreement immediately, upon written notice to the Physician. The obligations of this Section 7.17 shall survive the termination of this Agreement.

7.18. Non-Discrimination Policy. The County is strongly committed to equal opportunity and it encourages contractors to share this commitment. The Physician 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.

7.19. County Funds Paid. The County and Physician certify by the execution of this Agreement that no part of the funds paid by the 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 Physician nor any of either's 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 Physician shall immediately refund to Jefferson County all amounts paid by Jefferson County pursuant to this Agreement.

7.20. Interested Parties. The Physician declares that, as of the effective date of this Agreement, neither the County, nor any of the County's employees nor any Director nor any other Government Official is directly or indirectly interested in this Agreement or any Agreement with Physician for which compensation will be sought during the period of time this Agreement is being performed. And, furthermore, the

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

7.21. 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 HEREOF, Physician and County have executed this Agreement as of the day and year first above written.

Troy F. Kilpatrick, M.D.

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President - Jefferson County Commission

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

Jun-27-2013-451

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Facility Technology Group to provide remote hosting of program on secure servers, daily backup with historical archiving, technical support for the period October 1, 2012 - September 30, 2015 in the amount of \$8,500 annually.

CONTRACT NO. 0000

Work Order Manager 3.0 Hosting

THIS AGREEMENT entered into this ____, 2012, by and between Jefferson County Alabama d/b/a Cooper Green Mercy hereinafter called "the County", and Facilities Technology Group, Inc., d/b/a SiteFM, called "the Contractor", located at 5608 Parkcrest Drive, Suite 325, Austin Texas 78731. The effective date of this agreement shall be October 1, 2012.

WHEREAS, the County desires to contract for Off-Site Hosting Services for Work Order Manager 3.0 for Cooper Green Mercy"; 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.

SCOPE OF SERVICES: Provide remote hosting of program on secure servers, daily back-up with historical archiving, level 1 technical support, full SiteFM program with Web Request, Facilities and EOC Management with BMP Support of proprietary software licensing and support services.

2. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The term of the contract is for three (3) years beginning October 1, 2012 through September 30, 2015.

3. COMPENSATION: Contractor shall be compensated in the amount of \$8,500.00 annually.

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

7. 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.

8. 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.

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

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

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

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

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

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

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

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

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

18. 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.

19. 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

Facilities Technology Group Inc., dba SiteFM

_____, Authorized Signature

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

Jun-27-2013-452

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 Facility Technology Group to remove Jefferson Rehabilitation & Health Center from work order system contract which will reduce contract amount by \$1,905.57 per year (three year contract).

Contract Amendment No. 2

This Amendment to the Contract entered into the 1st 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 as follows:

Amendment No. 2; Request for change to the building total square footage removing the 218,500 square feet of the Jefferson Rehabilitation and Health Center. The resultant total will be: 1,113,650 square feet a reduction in cost of \$1,905.57 per year. The contract amount will be \$18,433.44 per year. The next two years total cost will be \$ 36,866.88.

Contract History; The Contract, CON-00004369, was approved by the Commission on September 25, 2012 and recorded in Minute Book 163, Page 562. Amendment 1 reduced the cost to \$69,512.00 for a three year total.

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 Commission Brown that the above resolution be adopted. Voting "Aye" Stephens, Brown, Bowman, Carrington and Knight.

Jun-27-2013-453

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and The Board of Trustees of the University of Alabama for the University of Alabama at Birmingham (UAB) to provide Fellowship education to one Fellow in forensic pathology for the period July 1, 2013 - June 30, 2014 in the amount of \$56,121.

CONTRACT

WHEREAS, JEFFERSON COUNTY, ALABAMA AND THE JEFFERSON COUNTY CORONER/MEDICAL EXAMINER'S OFFICE, herein called "the Coroner/ME", desires to contract for Fellowship services: and

WHEREAS, The Board of Trustees of the University of Alabama for the University of Alabama at Birmingham, herein called "the Contractee", desires to furnish a Fellow to the Jefferson County Coroner/Medical Examiner's Office.

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

CORONER/MEDICAL EXAMINER AGREES:

1. To provide Fellowship education for one Fellow in forensic pathology in the continuum of the educational process begun during pathology residency.

2. To provide a wide variety of case types for examination by the Fellow.

A. The Fellow should perform at least 250 autopsies in a year of approved training. At least 200 of the cases must be complete autopsies that include active participation in:

- Review of clinical history
- External examination of the body
- Gross dissection
- Review of microscopic and laboratory findings
- Preparation of written descriptions of the gross and microscopic findings
- Development of an opinion regarding the cause of death
- Review of the autopsy report with one of the medical examiners

B. The Fellow should be given the opportunity for experience in scene investigations, including examination of the body before it has been disturbed.

C. The Fellow should have responsibility for the performance of autopsies on cases that are likely to result in criminal prosecution or civil litigation, and it is highly desirable for the Fellow to have opportunities to participate in the legal follow-up of cases if such occurs during the course of their year of training.

D. It is highly desirable for the Fellow to accompany staff pathologists when they testify in court and give depositions.

3. UAB shall provide the services of a Fellow in Forensic Pathology to the Jefferson County Coroner/Medical Examiner Office to perform the scope of work listed in item 2 above. The Forensic Pathology Fellow shall be selected by the Chief Coroner/Medical Examiner, Associate Coroner/Medical Examiners with the approval of the Coroner/Medical Examiner Commission. The Fellow shall be an independent contractor and not an employee of the Coroner/Medical Examiner. All compensation and benefits and professional liability shall be provided by UAB.

4. Jefferson County shall pay UAB the sum of \$4,676.75 each month beginning July 1, 2013 through June 30, 2014, for the Fellow's services hereunder, payment to be made by the fifth work day of each month.

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

6. This agreement shall commence on July 1, 2013 and shall end on June 30, 2014. Said agreement may be terminated by either party on thirty (30) days written notice to the other. This agreement shall be terminated immediately upon the resignation, dismissal, or death of the person occupying this position or upon his or her becoming physically unable to provide the professional services set forth herein.

IN WITNESS WHEREOF, the parties have caused this agreement to be properly executed in their names and behalves this day of, 2013.

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA, a public corporation and instrumentality of the State of Alabama, for The University of Alabama at Birmingham

CONCUR

Kevin A. Roth, M.D., Professor & Chairman -Department of Pathology

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

Memorandum of Understanding with the City of Trussville to provide financial assistance in the amount of \$25,000 to the City of

Trussville to help pay for a portion of the amount needed for the repair of damage caused by a break in the storm water pipe located in the partial right of way of Chalkville Mountain Road was carried over.

Jun-27-2013-454

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Memorandum of Understanding between Jefferson County, Alabama and Friends of Birmingham Botanical Gardens to assist the County in complying with the education and training requirements of the NPDES permit.

Memorandum of Understanding

Jefferson County Commission and Friends of Birmingham Botanical Gardens

This Memorandum of Understanding (MOU) establishes an agreement between the Jefferson County Commission (JCC) and the Friends of Birmingham Botanical Gardens (FBBG).

The purpose of entering into this MOU is to assist JCC in complying with the education and training requirements of the National Pollutant Discharge Elimination System (NPDES) Permit, and to assist FBBG in working toward its goal of environmental stewardship, with particular focus on water resources.

Through this document, JCC and FBBG will identify areas in which the purpose and mission of each agency intersect and establish a common agenda within these areas in order to work collaboratively and/or in partnership on projects, events, trainings, publications, and other activities, to include:

- education fairs and workshops offered to students, docents, and the general public (environmental science classes, informational trainings, Earth Day at the Gardens, etc.)
- water quality seminars offered to the public (recapture and reduce runoff, low impact landscaping practices, proper maintenance activities, etc.)
- water quality workshops offered to particular trades (lawn care industry, botanical groups/societies, general public, homebuilders, etc.)
- publications (posters, brochures, etc)
- and other trainings and programs developed to reflect modifications made to the County's NPDES.

The benefits of entering into this MOU include reducing expenses by sharing knowledge and resources, minimizing duplication of effort, enhancing the efficiency of stormwater pollution prevention outreach efforts, and expanding the reach of both agencies to improve stormwater quality.

JCC and FBBG agree to maintain a cooperative working relationship to promote stormwater pollution prevention. This MOU does not create enforceable legal obligations, but rather is an expression of intent by the parties to work with one another as partners to reduce stormwater pollution.

Amendments or additions may be developed and implemented by mutual written agreement of the parties at any time without renegotiating the entire MOU. One or both parties also may terminate participation in this agreement after providing 30 days written notice to the other party, thereby nullifying this agreement. This agreement is effective immediately after both parties sign, and will remain in effect for both parties unless and until they choose to formally terminate.

David Carrington, President

Jefferson County Commission

Frederick R. Spicer, Jr., Executive Director

Friends of Birmingham Botanical Gardens

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

Jun-27-2013-455

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 Commission Brown that the above resolution be adopted. Voting "Aye" Stephens, Brown, Bowman, Carrington and Knight.

Jun-27-2013-456

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, W. D. Carrington, be hereby authorized, empowered and directed to execute this amendment #1 to the cooperation agreement between Jefferson County, Alabama and the City of Trussville, for the Trussville Senior Center Improvements Project (CD11-03A-M4-TSC). The amendment is to decrease the age from 62 to 55 and older to participate at the center. All other conditions and terms shall remain the same. This project is from the 2011 program year.

AMENDMENT #1 TO COOPERATION AGREEMENT

This is Amendment #1 to the contract by and between Jefferson County, Alabama through the Department of Community & Economic Development, hereinafter called "the County" and City of Trussville, hereinafter called "the Contractor" for grant allocation PY11/FY13. The effective date of this agreement shall be December 22, 2011.

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 December 22, 2012, in Minute Book 162, Page 500 is hereby amended as follows:

The purpose of this amendment is to decrease the age from 62 to 55 and older to participate at the Trussville Senior Citizens Center. All other conditions and terms shall remain the same.

JEFFERSON COUNTY, AL

W. D. Carrington, President

Jefferson County Commission

CITY OF TRUSSVILLE

Eugene Melton, Mayor

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

Jun-27-2013-457

WHEREAS, Jefferson County Center for Workforce Development desires to serve as the Host Agency under the Alabama Department of Senior Services (ADSS) Senior Community Service Employment Program; and

WHEREAS, the Host Agency agrees to provide a work site for a Senior Aide; and

WHEREAS, the contract period is from July 1, 2013 – June 30, 2014; and

WHEREAS, under the terms of the agreement there is no cost to Jefferson County.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the Commission President is authorized to sign the SSAI/ADSS SCSEP Host Agency Agreement.

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

Jun-27-2013-458

WHEREAS, a mortgage was executed by Harriett Hall Pullom, Clifford L. Pullom and Queenie Hall, dated November 12, 1991, and recorded in Real 4143 Page 048 in the Probate Office of Jefferson County, Alabama, Birmingham Division; and

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

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

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

FULL SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That, the undersigned, W. D. Carrington, AS PRESIDENT OF JEFFERSON COUNTY COMMISSION FOR JEFFERSON COUNTY, ALABAMA, does hereby acknowledge full payment of the indebtedness secured by that certain Mortgage executed by Harriett Hall Pullom, Clifford L. Pullom and Queenie Hall, dated November 12, 1991, and recorded in Real 4143 page 048, in the Probate Office of Jefferson County, Alabama, Birmingham Division and the undersigned does further hereby release and satisfy said Mortgage.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed on this the 27th day of June, 2013.
JEFFERSON COUNTY, ALABAMA, a political subdivision of the State of Alabama

W. D. Carrington, President
Jefferson County Commission

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

Jun-27-2013-459

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 Engineering Service Associates Inc., for the Gardendale New Castle Park Project (CD09-03F-UM04-GNP). The modified shall include additional amount of \$5,802.50 for bid work and additional inspection days due to extension of the construction time. The contract amount shall be \$40,697.50. The purpose is also to extend the contract 406 calendar days. The completion date shall be April 30, 2013. All other terms and conditions of the original contract shall remain the same. This project is from the 2009 program year.

AMENDMENT TO CONTRACT

This is Amendment to the contract by and between Jefferson County, Alabama through the Department of Community & Economic Development, hereinafter called "the County" and Engineering Service Associates, Inc., hereinafter called "the Contractor" for grant allocation PY09/FY12. The effective date of this agreement shall be September 28, 2010.

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract.

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

The award and agreement between the parties which was approved by the Jefferson County Commission on September 28, 2010 in Minute Book 162, Page 57-58, is hereby amended as follows:

The purpose of this Modification is to amend the contract between Jefferson County and Engineering Service Associates, Inc. On the Gardendale New Castle Park Project. The additional amount shall be \$5,802.50 for bid work and additional inspection days due to extension of the construction time. The contract amount shall be \$40,697.50. The purpose is also to extend the contract 406 calendar days. The completion date shall be April 30, 2013. All other terms and conditions of the original contract shall remain the same.

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

ENGINEER

_____, President

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

Jun-27-2013-460

BE IT RESOLVED, by the Jefferson County Commission that the president, W. D. Carrington, be and he is authorized, directed and empowered to execute an Agreement between Jefferson County, Alabama and Engineering Service Associates, Inc. for engineering services associated with the Graysville East Ball Park Improvements Project (CDBG12-03F-M03-GEP). The fee for these services shall not exceed Thirty Seven Thousand Three Hundred Seventy Five and 00/100 Dollars (\$37,375.00), and will be paid for in full with federal funds. This project is from the Program Year 2012 funds.

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

Jun-27-2013-461

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission does hereby ratify the action taken by signature of three Commissioners (T. Joe Knight, George Bowman and James A. Stephens) approving the emergency, temporary closing of Hackworth Road south of Pershing Road for Southern Natural Gas to remove and replace a failing 24" high pressure gas main.

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

Jun-27-2013-462

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Subdivision Surety Deposit Agreement between Jefferson County, Alabama and Foresight Development, LLC for completion of roads within Cheshire Parc, Phase II- D.

JEFFERSON COUNTY SUBDIVISION SURETY DEPOSIT AGREEMENT

Foresight Development, LLC
Developer
Cheshire Parc, Phase II-d
Project
Driveway For Lot 2
Improvements
May 2014
Completion Date
\$21,000
Deposit

This agreement is between Jefferson County, Alabama (the "County") and the Developer identified above ("Developer").

WITNESSETH:

WHEREAS, Developer is developer of the above project in Jefferson County, Alabama (the "Project"), and has not yet constructed and installed the above described Project improvements (the "Improvements"); and

WHEREAS, the Improvements must be completed to comply with the County's Subdivision Regulations; and

WHEREAS, the Improvements are scheduled and required to be completed before the above completion date (the "Completion Date"); and

WHEREAS, the County is amenable to signing the record plat map for the Project pending completion of the Improvements, if Developer deposits the above sum (the "Deposit") with the County to secure completion of the Improvements.

NOW THEREFORE in consideration of the premises, the mutual covenants contained herein and intending to be legally bound hereby,

the parties hereto agree as follows:

1. Developer shall deposit the Deposit with the County to hold in the County's bank deposit account pursuant to this Deposit Agreement.
2. The County shall sign the record plat map for the Project upon receipt of the Deposit.
3. If the Improvements have not been completed on or before the Completion Date, the County shall be entitled to use the Deposit to complete the Improvements. If the proceeds of the Deposit exceed the amount required to complete the Improvements, the excess shall be refunded to Developer.
4. If the amount of the Deposit is insufficient to complete the Improvements, the County shall notify Developer of the amount of the deficiency (the "Deficiency") which sum shall be due and payable from Developer to the County within five business days after delivery or posting in the U. S. Mail of the notice to the following address:

Foresight Development, LLC
3477 Indian Lake Way
Birmingham, AL 35124
Phone: 205 621-2000
Fax: 205 621-2003

5. If all of any part of the Deficiency remains unpaid on the sixth business day following delivery of the aforesaid notice, Developer hereby grants the County a Lien for such unpaid amount on all of the real property and interests in real property Developer owns at the site of the Project to secure the payment thereof.
6. If legal action by the County is performed in order to enforce any provision of this Deposit Agreement the Developer hereby agrees to pay the reasonable amount or value thereof and any costs and expenses.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by the duly authorized representatives as below.

JEFFERSON COUNTY, ALABAMA
DAVID CARRINGTON, President
Jefferson County Commission
Paul J. Spina, Jr., Managing Member
Foresight Development, LLC

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

Jun-13-2013-463

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Neel-Schaffer, Inc. to provide engineering services for the bridge replacement on Minor Parkway over Burlington Northern Railroad in the amount of \$62,265.60.

AGREEMENT FOR ENGINEERING SERVICES

This Agreement made this _____ day of _____, 2013, by and between Jefferson County in the State of Alabama (hereinafter referred to as the COUNTY), and Neel-Schaffer, Inc. (hereinafter referred to as the CONSULTANT).

WHEREAS, CONSULTANT shall provide all professional services necessary for the design and production of complete roadway and bridge construction plans, including corridor study, field surveys, right-of-way map, tract sketches and deeds, environmental documents and railroad permit submittal for the replacement of the southbound bridge on Minor Parkway over Burlington Northern Railroad and approaches in Jefferson County.

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

"As a part of the obligation of the CONSULTANT to the COUNTY under this AGREEMENT, the CONSULTANT does hereby certify that CONSULTANT has no financial or other interest in the outcome of the project proposed under this AGREEMENT."

W I T N E S S E T H

In consideration of the mutual covenants hereinafter stipulated, it is agreed between the parties as follows:
The CONSULTANT, in the preparation of plans and any other items pertaining thereto for this project, will meet the requirements for conformance with the Standards adopted by AASHTO, Alabama Department of Transportation (hereinafter referred to as the STATE) Standards and Specifications and will ascertain the written practices of the STATE and COUNTY prior to beginning any work on this project.

All work required under this AGREEMENT will be performed in accordance with these standard practices, and any special requirements hereinafter set forth. All work performed by the CONSULTANT under this AGREEMENT will be subject to the review, approval and acceptance of the COUNTY, STATE and Federal Highway Administration. In addition, all work to be performed as set forth in the Procedural Guidelines for County Projects, Bureau of County Transportation, ALDOT.

ARTICLE I – SCOPE OF WORK

The CONSULTANT will perform engineering and environmental studies, prepare the required environmental documents and secure design approval, perform field surveys, prepare roadway plans and prepare bridge plans for the replacement of the southbound roadway bridge on CR-65 (Minor Parkway) over the Burlington Northern Railroad in Jefferson County. The work to be performed by the CONSULTANT will include engineering and environmental studies, prepare required environmental documents, secure corridor approval, perform field surveys, perform geotechnical investigations, prepare submittal for hydraulic site inspection, prepare submittal to obtain railroad agreement and prepare roadway and bridge plans as follows:

SECTION 1 – CORRIDOR STUDIES

TASK A: PRELIMINARY CORRIDOR INVESTIGATIONS

- A-1 Plan work shall not begin until traffic data has either been supplied by STATE or STATE has approved data.
- A-2 Study COUNTY supplied digital U.S.G.S. quadrangle maps and raster photography in conjunction with on-site review.
- A-3 Identify environmentally sensitive areas on base maps supplied by the COUNTY.
- A-4 Meet with the COUNTY to present the corridor base map with environmentally sensitive areas labeled.
- A-5 Prepare initial plan/profile sheet(s) and other data as required in the Procedural Guidelines to submit to STATE for hydraulic site inspection.

TASK B: ALTERNATIVE UPGRADING STUDIES

- B-1 Based on project design considerations mutually agreed upon between the CONSULTANT, the COUNTY, and the Bridge Bureau, the CONSULTANT will develop and study preliminary designs on a scale of 1"=100' or as approved by the COUNTY as required to determine feasibility showing edge of pavements, construction limits, break points and nominal right-of-way width. Profiles for the centerline of the project and cross streets will be developed as required to assure workability at a suitable scale as approved by the COUNTY.
- B-2 CONSULTANT, if required, shall perform a traffic study and capacity analysis of Design Year Traffic as furnished by the COUNTY and data for preliminary design for the main roadway and cross roads where traffic volumes warrant such analysis. The CONSULTANT will make appropriate changes in design as necessary to ensure a satisfactory level of service.
- B-3 CONSULTANT shall prepare schematic drainage layout of any major drainage improvements that may affect the right-of-way requirements. Identify on the base map the major drainage structures.
- B-4 CONSULTANT shall tabulate approximate right-of-way requirements for the preliminary design and submit seven (7) copies of prints to the COUNTY for right-of-way and utility estimates and hazardous material coordination, which will be handled by the COUNTY. COUNTY shall develop right-of-way cost estimates for each alternate design from estimated values of required properties and relocation assistance costs for all required properties. Impacts to commercial properties should also be considered, in particular, the ability of the affected business to remain in operation in the event of a partial acquisition. Develop preliminary costs for typical roadway sections and relocation of major utilities, as applicable for each design.
- B-5 A public involvement meeting may be conducted by the COUNTY, with assistance from the CONSULTANT. The CONSULTANT will prepare technical data, maps, and layouts as necessary for the public meeting. Representatives of the CONSULTANT will be in attendance at the public meeting to explain or comment upon matters pertaining to studies completed on this project. The CONSULTANT will assist the COUNTY in analyzing comments received through public meeting and in resolving comments within the scope of the AGREEMENT to the satisfaction of the COUNTY. The CONSULTANT will meet with COUNTY personnel prior to the public meeting.
- B-6 CONSULTANT shall perform Environmental Analysis as follows:
 - 1. Conduct social, economic and environmental studies sufficient to comply with FHWA Technical Advisory T6640.8A dated October 30, 1987 and 23 CFR, Part 771. The archeological and standing structures phase of the cultural resources survey will identify site(s) and structures that will be affected by alternates carried forward in the environmental document. Personnel conducting the work must meet US Department of the Interior (DOI) Standards [36 CFR Part 61] and be approved by STATE. Fieldwork and reporting shall comply with the Alabama Historical Commission Standards. The cultural resources report will include a recommendation as to whether the archaeological site(s) and standing structures are eligible for the National Register of Historic Places. If there are resources recommended as eligible that cannot be avoided, a supplemental agreement may be implemented to determine if the site(s) are important for what can be learned by data recovery or if the site(s) warrant preservation in place. All scopes of work, man-day/fee proposals and budgets prepared by CONSULTANT must be reviewed and approved by COUNTY.
 - 2. The CONSULTANT shall perform studies of endangered and threatened species in accordance with the Technical Advisory and

Section 7 of the Endangered Species Act to the point where a "no effect" or a "may effect" determination can be made for each alternative under consideration. In the event of a "may effect" determination, additional studies may be required for Formal Consultation with the U.S. Fish and Wildlife Service. If additional studies are required, the COUNTY may enter into a supplemental agreement with the CONSULTANT. Reports and data justifying this determination must be supplied to the COUNTY along with a proposal for the work under the supplemental agreement. A wetland assessment will be performed for each alternative. The wetlands will be identified using criteria set forth in the U. S. Army Corps of Engineers 1987 "Manual for Delineating Wetland", however, a full delineation is not required. The wetland assessment does not require the completion of delineation forms, but will require the judgment of a wetlands specialist. The approximate limits of wetlands shall be marked on maps and quantified such that alternatives can be compared. A wetland evaluation report shall be submitted in accordance with T6640.8A.

3. The CONSULTANT shall furnish environmentally sensitive features and the cost for minimizing any adverse environmental effects for each alternate to be included in matrix to be developed by the COUNTY.

4. The CONSULTANT shall perform a Phase I Environmental Site Assessment for hazardous substances and petroleum products. This assessment should be conducted in accordance with FHWA'S Techniques and Approaches to Screen Right-of-Way-Initial Site Assessment. The CONSULTANT also shall fill out a Hazardous Materials Notification Form (HMNF) for each site(s) identified. In order to obtain needed information it is imperative that the HMNF be filled out accurately and completely. The CONSULTANT shall also conduct a file review at ADEM in order to determine if any known or potential hazardous substance site(s) are located within each alternate and provide such findings in writing to COUNTY. The CONSULTANT shall also provide a map to clearly delineate the extent of the site(s) in relation to alternative project alignments. For the preferred alternate, the CONSULTANT shall provide a map with the proposed and existing right-of-way. This information shall be submitted to the STATE Environmental Technical Section for review. The STATE Environmental Technical Section and STATE Hazardous Materials Section will provide the CONSULTANT with a cost estimate for the final environmental document. If Phase II investigations are warranted, a supplemental agreement is to be prepared to perform the additional work that is not included in this scope of work.

B-7 The CONSULTANT shall review each feasible alternate design taking into consideration the social, economic, and environmental effects of each feasible alternate. CONSULTANT shall prepare and submit for purpose of review by the COUNTY five (5) copies of a Project Engineering Record, complying with FHWA Technical Advisory T6640.8A dated October 30, 1987, and 23 CFR, Part 771. CONSULTANT shall not prepare Project Engineering Record until COUNTY is notified in writing by the Bureau of County Transportation. A template will be provided to the CONSULTANT. Upon receipt of review comments, CONSULTANT shall make any necessary corrections to the Project Engineering Record and resubmit five (5) copies with the original signature sheet to COUNTY for approval. After approval, CONSULTANT shall submit five (5) copies of the Project Engineering Record to the COUNTY for distribution. CONSULTANT shall make necessary changes as required by the Bureau of County Transportation.

SECTION 2- FIELD SURVEY

The CONSULTANT will perform the following as applicable:

TASK A – MOBILIZATION AND BASIC CONTROL SURVEY

A-1 The CONSULTANT will mobilize on the project site all personnel, vehicles, and equipment necessary to complete each phase of the work. Upon completion of the work, the CONSULTANT will demobilize the field party.

A-2 The CONSULTANT will determine and contact all adjacent property owners throughout the length of the project prior to beginning any survey work. The CONSULTANT will make every effort to contact the property owners verbally and follow-up the contact with a confirmation letter documenting the contact. The CONSULTANT will use a standard letter format, which is to be furnished by the COUNTY. The CONSULTANT will furnish copies of property owner contact letters to the COUNTY.

A-3 A basic control survey will be performed by the CONSULTANT to locate and identify horizontal and vertical control points which will provide control in the project corridor and will be the basis of subsequent surveys. All surveying and mapping will be performed in English units and in accordance with the Federal Highway Administration's current "Surveying and Mapping Manual". The basic control survey will be established using the North American Datum of 1983, 1992 adjustment (NAD83/92) datum, Alabama State Plane, U.S. Survey foot definition unless otherwise specified. Horizontal control work will be performed to at least horizontal geodetic Second Order Class II, and be tied to STATE furnished GPS points. When establishing control with GPS, the CONSULTANT will establish the necessary monuments using GPS Relative Positioning Techniques as specified in the "Geometric Geodetic Accuracy Standards and Specifications for Using GPS Relative Positioning Techniques, Version 5.0, and dated May, 1988, published by the Federal Geodetic Control Committee or the latest version thereof. Leveling will be performed to Third Order specifications. Project benchmarks will be monumented as required at intervals not to exceed 1000 feet along the project corridor and will be established to NAVD 88 datum unless otherwise specified. A final check level book containing all level loops and BM descriptions will be furnished to the COUNTY. The CONSULTANT will run a closure

of the basic control survey to verify that the traverse qualifies for the specified classification accuracy. If the closure specification requirements are not met, sufficient additional surveying will be performed by the CONSULTANT to meet specification requirements. A closure diagram will be prepared by the CONSULTANT with a coordinate listing of all control points and submitted to the COUNTY for review and included on the project field map upon acceptance. All horizontal and vertical control work will be submitted to the COUNTY prior to beginning any data collection. The CONSULTANT will immediately notify the COUNTY if there are any problems associated with any control provided by the STATE. The CONSULTANT will furnish the COUNTY field notes, sketches, and adequate descriptions of the control traverses or control points in the form of a control report. The report will include but not be limited to control schematics, control descriptions, computer closure printouts and how to reach descriptions. Computer closure printouts will include raw, unadjusted angular and linear closures. A printout showing closure results of balanced angles and distances will also be submitted. All reports and descriptions will be delivered as hard copy and in Microsoft Word Document files. Wooden survey hubs are not permitted as traverse or control points on any control survey.

A-4 Copies of the latest recorded deed for each adjacent property will be obtained by the CONSULTANT from courthouse records. For those properties located in a subdivision, copies of plats will be obtained. In addition, a copy of the latest county tax map and plat will be obtained. Copies of all deeds, plats, and tax maps will be furnished to the COUNTY. The CONSULTANT will tie sufficient property corners of adjacent properties as well as any section corners within the project corridor. Fence lines or other evidence of property lines shall also be obtained. The CONSULTANT is to plot all properties on the project field map showing ownership, deed book, and page number(s) from the latest recorded deed and station, offset, size, and type of monument of all property corners and section corners tied in the field. A property insert drawn to a suitable scale is to be included for properties extending off the field map.

TASK B - PROJECT ALIGNMENT, PROFILE, AND DATA GATHERING

B-1 The CONSULTANT will establish by ground survey the proposed centerline of construction at 100-foot intervals. Ground profiles for the project centerline will be obtained at intervals not to exceed 100 feet and at all significant breaks in the ground line. All P.C.'s, P.T.'s, P.O.T.'s and other critical points necessary to reestablish the project centerline will be set and referenced with capped irons labeled with appropriate station by the CONSULTANT. A minimum of one bronze disc monument will be set in each interchange quadrant as permanent project control reference points. A reference diagram with angles and distances will be shown as a part of the field map for each point referenced.

B-2 Topographic data will be obtained by the CONSULTANT by measuring X, Y, and Z coordinates of each point necessary to define underground tanks, pipes, culverts, cover, and culture. Septic tanks and other underground tanks will be shown on parcels where right-of-way is required. Topographic data is not required outside the right-of-way except on property parcels affected by right-of-way acquisition. On such affected parcels, topographic information shall be obtained for the entire parcel, as necessary for appraisal and acquisition purposes. All topographic information obtained will be included on the project field map.

B-3 Traverses will be run by the CONSULTANT on all paved cross roads, side roads, railroads, and unpaved county roads a sufficient distance from the project centerline for appropriate design work to be performed or as directed by the COUNTY. All traverse ties to the project centerline will be set by the CONSULTANT at critical points. All traverse ties will be included on the project field map and in the final field book with appropriate angles and station equations labeled.

B-4 The CONSULTANT will obtain stream topo and data to a minimum distance of 500 feet each way from the project centerline and in accordance with applicable provisions of Chapter 3 of the STATE Hydraulic Manual. Information for the drainage DTM is to be gathered as described in the manual.

B-5 Drainage areas for the project will be defined and a schematic drainage area map prepared and furnished to the COUNTY. High water elevation, drainage areas, flood profile, etc., will be obtained and shown as described in Chapter 3 of the STATE Hydraulic Manual or otherwise at the direction of the COUNTY. The HYD-100 and HYD-101 forms referenced in Chapter 3 are to be completed within this task. A videocassette showing each drain and pertinent existing drainage structures will be provided to the COUNTY.

B-6 Cross sections will be obtained by the CONSULTANT at intervals not to exceed 100 feet and at all significant ground line breakpoints on the mainline and along side road traverses, or the density of ground shots for the DTM will be to a level sufficient to extract cross sections on 100 foot intervals, plot construction limits, and determine earthwork quantities.

TASK C - UTILITY SURVEYS

C-1 The CONSULTANT will perform supplemental ground control surveys as necessary to properly identify existing utilities through the project limits. The following items will be obtained and furnished by the CONSULTANT to the COUNTY on a project utility map:

Utility ownership and address of owner.

The CONSULTANT will obtain horizontal position of all utilities. All utility information will be gathered and included on the project utility map in accordance with the STATE's Surveying Services Attachment (Revised 01-13-09) found on the STATE's Consultant Management website. The term "Utility" shall be understood to include, but not be limited to, all privately, publicly, or cooperatively owned lines, facilities, and systems for producing, transmitting, or distributing communications, power, electricity, light, gas, oil, crude products, water, steam, waste,

storm water not directly connected with highway drainage, and other similar commodities, including publicly owned fire and police signal systems and street lighting systems, which directly or indirectly serve the public or any part thereof. The term "utility" shall also mean the utility company, inclusive of any wholly owned or controlled subsidiary.

TASK D - COMPILATION OF DATA AND DELIVERABLES

D-1 The COUNTY is to be furnished with the following paper plots and electronic files to review upon completion of the required tasks:

1. Ground profile map along proposed project centerline with proposed grade line. The map should include all information on drainage areas, runoff coefficients, 50-year flow rate, existing drainage structure information, and historical high water elevations. Horizontal PC & PT Stations along with the Deflection Angle, Direction and Radius for all curves will be shown on the profile map. All traverse ties should also be shown with appropriate station equations. Profile maps should also be made for each traverse representing centerline of existing roadway or highest rail.
2. Project field map consisting of all planimetric and property information.
3. Project utility map showing all utilities, owner's information, project alignment, and right-of-way.
4. Contour map plotted at a 2-foot contour interval showing project alignment and planimetrics.
5. Inroads Binary DTM file.

D-2 All survey work will be reviewed and an on-site inspection will be conducted by the COUNTY and CONSULTANT. The CONSULTANT will perform any corrections required by the COUNTY.

D-3 The COUNTY is to be furnished the following final information after review and inspection:

1. Mylar plot of the accepted field/utility map sealed with signature by a professional land surveyor in the State of Alabama.
2. Plot of the accepted profile map.
3. ASCII file containing all "control" coordinates in point number (p), northing (n), easting (e), elevation (z), and description (d), format.
4. ASCII file containing all final stationing in p, n, e, z, d format.
5. All final Station-Offset-Elevation (SOE) profile files on all alignments.
6. All final alignment reports for each horizontal alignment.
7. Final field book with all stationing, horizontal curve data, station equations, intersection angle ties, and reference point sketches. The point number should be placed beside each station, P.O.T., P.C., P.T., P.O.C., and equation point.
8. Check level book with all loops and BM's accurately described and referenced to project centerline with plus and distance where possible.
9. All survey files submitted according to the STATE CADD Standards.
10. Copies of all deeds, tax maps, subdivision plats, and property owner contact letters.
11. Copies of all HYD-100 and HYD-101 forms with hydrologic calculations attached.
12. Electronic and paper Quadrangle map with drainage areas outlined and proposed centerline labeled.
13. Videocassette showing each drain and pertinent existing drainage

SECTION 3 - ROADWAY PLANS

The CONSULTANT will perform the following as applicable:

- A. The development of the plans will follow the procedure as shown in the STATE's "Guide for Developing Construction Plans" and "Guidelines for Operation".
- B. Study available traffic data, which will be furnished by the COUNTY, and reaffirm the Design Criteria consistent with the policies of the STATE, and of criteria established during the Corridor Studies and Preliminary Design.
- C. The CONSULTANT will prepare hydraulic designs and supporting calculations according to approved chapters of the STATE Hydraulic Manual, otherwise in the absence of direction in the STATE Hydraulic Manual then in conformity with provisions of the Federal Highway Administration (FHWA) Hydraulic Circulars, American Association of State Highway and Transportation Officials (AASHTO) Guidelines or as instructed by the STATE.
- D. The CONSULTANT will, without compromising safety, select the hydraulic design that is most cost effective from a selection of practicable design alternatives. Designs will comply with the requirements of the STATE, COUNTY or Local Community, the FHWA, and Federal Emergency Management Agency (FEMA).
- E. The CONSULTANT in the development of the designs will conduct investigations to ensure that the geometric design of pavements, if feasible, is such that the drainage capacity of the pavement is not exceeded in such way as to create unreasonably hazardous water-film depths for hydroplaning to occur. The latest and most comprehensive technology in existence from FHWA and AASHTO will be used to design, analyze and correct pavement drainage deficiencies in an effort to preclude or minimize high hydroplane potential situations. Particular attention will be given to transition sections and sags of all vertical curves.
- F. Edge of Pavement Profiles with true elevations will be computed and furnished for all horizontal curve transitions and sag vertical

curves where curb and gutter sections and/or a paved island is used.

G. The CONSULTANT will prepare Floodplain Studies for the project to include a "Risk Assessment" and "Risk Analysis" where applicable in the development of designs in accordance with the requirements of Federal Aid Policy Guide, 23 CFR 650A. Also, the forms HYD-100, HYD-101, and HYD-102 will have to be completed prior to the Plan-in-Hand review.

H. Each project plan assembly submitted by the CONSULTANT for Hydraulic Review will contain no less than the minimum amount of hydraulic and hydrologic data necessary and as specified in Chapters 2, 3 and 4 of the STATE Hydraulic Manual.

I. The CONSULTANT will prepare topographic quad maps showing drainage outfalls and other pertinent project data as required by ADEM for the application of a construction stormwater permit. The CONSULTANT will prepare an erosion control and sedimentation prevention plan including devices and/or designs for structural controls that conform with applicable ADEM regulations regarding the selection and implementation of Best Management Practices (BMPs). The CONSULTANT will prepare an erosion control and sedimentation prevention plan including devices and or designs for structural controls that conform to AASHTO'S Highway Drainage Guidelines, Volume III, Guidelines for Erosion and Sediment Control in Highway Construction (1992) and to the Alabama Soil and Water Conservation Committee's Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas (June 2003).

J. Each project Plan Assembly will include title, summary of quantities, typical section, drainage section, plan and profile, paving layout, earthwork cross section, erosion control, sedimentation prevention, signals, lighting, intelligent transportation systems and all other sheets required for receipt of bids by the STATE for all grade, drain, base and pave work. Drainage structure information will be placed on the plans according to Chapters 2, 3 and 4 of the STATE Hydraulic Manual, unless otherwise specified. The plans will show all existing topographical features, natural and man-made, surface and subsurface facilities, for the area included in the proposed right-of-way and an area of at least 100 feet in width adjacent to the proposed right-of-way. The contract plans will be completed in detail for all construction, in accordance with the STATE's design policies and practices in effect at the time of the final plan submittal. Basic computations will be made for alignment and for layout of intersections.

K. Drainage Section drawings will be provided for all drains, existing and proposed, along the project centerline and within the project work limits. Stream bed data acquired from a field survey will be used where applicable to establish and depict the stream bed slope, the drain inlet, the drain outlet, and the profile configuration of the ditch or channel as it ties in to the drain.

L. Prepare designs and detailed contract plans at a horizontal scale of 1"=50' and vertical scale of 1"=5', or as otherwise approved by the COUNTY, completely dimensioned for roadway construction, together with drainage and intersection layouts. Special drawings of complicated intersections may be prepared at scales other than those above as approved by the COUNTY.

M. Arrangements will be made by the COUNTY with any affected utility owner to prepare plans for any utility relocations. Following the Plan-In-Hand Inspection, the CONSULTANT will provide utility base sheets to the COUNTY showing existing utilities for COUNTY's use and coordination with the utility companies. The finalized Utility Base Sheets will be a part of the respective final plan assemblies.

N. The applicable provisions of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2008 Edition, (or latest succeeding standard specifications issued by the STATE prior to the time of final plan submittal) will apply to all work performed by the CONSULTANT under this AGREEMENT. The CONSULTANT will prepare supplemental specifications and special provisions for approval of the STATE of any needed items not covered by the aforementioned Standard Specifications.

O. Prepare estimates of quantities and construction costs for each set of contract plans, itemized and properly symbolized in accordance with the Standard Specifications above noted, using unit prices as supplied or approved by the STATE on projects of comparable work in the general area of the project, if available. Upon completion of the plans, copies of the Quantity Computations will be furnished to the COUNTY.

P. Following the 30% Review, a Design Public Hearing may be conducted by the COUNTY with assistance from the CONSULTANT. The CONSULTANT will prepare data, maps, and plans as necessary for the Design Public Hearing. Representatives of the CONSULTANT will be in attendance at the Design Public Hearing to explain and comment upon matters pertinent to studies performed on this project. The CONSULTANT will assist the COUNTY in analyzing comments received from the Design Public Hearing, within the scope of this AGREEMENT, to the satisfaction of the COUNTY.

Q. Preliminary detailed contract plans and estimates for each construction project shall be submitted to the COUNTY before the final tracings are completed. The CONSULTANT will prepare Traffic Control Plans for handling traffic during construction and a Sequence of Construction will be prepared for each set of contract plans.

R. The CONSULTANT will coordinate these plans with existing and proposed plans of the COUNTY and STATE.

S. The CONSULTANT will prepare plans using size and weight of pens as indicated in STATE'S CADD Standards that will facilitate the STATE's development of one-half (1/2) size drawings. CADD File Names and level structure shall be in accordance with ALDOT CADD Standards. A true model of the design surface shall be created so cross sections can be accurately annotated or a slope stake report can be created and placed in the plans. Alignment coordinates used in the Location and Design process shall also be shown in the plans.

T. Following the Plan-In-Hand Inspection, the CONSULTANT will make appropriate revisions to plans, then submit a set of reproducible mylars of plans along with the corresponding CADD Utility files, for use of the COUNTY in obtaining utility relocation information. All CADD files shall be graphic files submitted in .DGN Format compatible with Intergraph Microstation Software.

U. After the Plan-In-Hand Inspection, the CONSULTANT will prepare reproducible base maps showing property ties and ownership and submit to the COUNTY with the latest recorded deeds and preliminary plans showing construction limits and acquired right-of-way limits for the use of the COUNTY in acquiring right-of-way. The right-of-way submittal shall be accompanied by an electronic disk in .DGN format showing all base maps and acquired right-of-way information.

V. Three separate plans reviews plus other reviews up to and including the PS & E, as required by the Alabama Department of Transportation Guide for Developing Construction Plans (G.D.C.P.), will be conducted. The CONSULTANT will prepare and submit sets of selected plan sheets for requesting materials recommendations and handling of Railroad Agreements in accordance with the G.D.C.P. The CONSULTANT will prepare and submit sets of plans for a 30% completion review, for a Plan-In-Hand Inspection, and for a P.S. & E. Inspection. The number of plan sets required for all submittals will be as directed in the G.D.C.P. After plan revisions have been made to the plans by the CONSULTANT, following and including all comments made during the P.S. & E. Inspections, the CONSULTANT will submit sets of prints of plans to the STATE for its Quality Control review. Following the P.S. & E., the CONSULTANT will establish the right-of-way to be acquired by setting irons and caps at right-of-way breaks and P.C.s and P.T.s and will flag the right-of-way line. The CONSULTANT will submit sets of prints after Quality Control comments have been addressed for STATE Construction Bureau's Review. After plan revisions are complete, the CONSULTANT will submit final plans. Construction cost estimates will be furnished with the P.S. & E., Construction Bureau review and final plan submittals. The CONSULTANT will be required to prepare and submit a grade book with grades shown on fifty (50) foot stations. The cross sections shown on the plans will be shown on fifty (50) foot stations.

W. The CONSULTANT, at each review stage, and at the completion of this project, will supply all CADD files, and related files, on Compact Disc (CD) with an electronic document listing the contents of each file. The CADD files are required to be completely compatible with the Department's current production versions of CADD software, Bentley's MicroStation V8 and InRoads 2004 (Version 8.5). The InRoads files will include the following: Alignments (.alg files), feature-based Digital Terrain Models (.dtm files), Roadway Templates (.tml files), Roadway Library (.rwl files), and Preferences (Civil.ini and Wysiwyg.ini).

SECTION 4 – BRIDGE PLANS

A. After approval of the preliminary plans by the COUNTY, STATE and FHWA, the CONSULTANT will develop final plans based on the approved preliminary plans. Final plans will be developed in sufficient form and detail for the STATE to let a construction contract. The final design, detailed drawings and materials will meet the approval of the COUNTY, STATE and the FHWA.

The CONSULTANT may make maximum utilization of STATE standard drawings and plans of existing bridges where applicable, and the CONSULTANT will accomplish the following:

B. Prepare supplemental specifications and special provisions for items not covered by the Standard Specifications, supplemental specifications of special provisions of the STATE.

C. Prepare estimates of quantities and construction costs itemized and properly symbolized in accordance with the Standard Specifications for Highway Construction using unit prices furnished by the STATE.

D. Preliminary detailed contract plans and estimates will be submitted to the COUNTY and STATE for review before final tracings are complete.

E. The contract plans will be completed in accordance with current design practices of the STATE in the preparation of Federal Aid Plans.

F. The CONSULTANT will prepare plans using drafting techniques that will facilitate the COUNTY's development of one-half (1/2) scale drawings.

G. The CONSULTANT will compute, and furnish to the COUNTY, the gutter lines, edges of parabolic crown and finished grade for each bridge deck in relationship with the profile grade for all horizontal curve transitions utilizing standard superelevation of curves as outlined in the "State of Alabama Special & Standard Drawings" of the current year.

H. The CONSULTANT will make an independent structural check of the bridge plans, including a check of design stress analysis and a check of detailing and drafting of completed plans. Competent personnel other than those performing the original design will make this independent check, detailing and drafting, but such personnel may be within the firm that performed the original design. The person(s) making the check will certify on the plans that the check was made.

I. The CONSULTANT will, at the request of the COUNTY, correct any plan errors or omissions found in design, detailing or drafting before or after acceptance of final plans by the COUNTY.

J. The CONSULTANT will submit final mylars, final calculations and a compact disc (CD) containing all digital files in MicroStation format.

SECTION 5 – UTILITY RELOCATION

The COUNTY will coordinate any required adjustments to utilities with the utilities companies involved in accordance with ALDOT and FHWA Policies and Procedures and as outlined in ALDOT's Utility Manual.

SECTION 6 – RIGHT-OF-WAY MAP

The Right-of-Way roll map is to include the right-of-way map, tract sketches and deeds. The CONSULTANT, in order to facilitate the right-of-way acquisition process, will perform the tasks outlined below in compliance with the "Right-of-Way Plans – Guidelines & Standards" found on the STATE website:

- A. The CONSULTANT will prepare the right-of-way roll map, which includes numbering the tracts, calculating the before, required and remaining areas, and annotating items specific to the right-of-way mapping discipline. The CONSULTANT will coordinate with STATE to ensure topography is sufficient for appraisal and negotiation purposes and, when feasible, show the entire periphery of affected properties from source deeds.
- B. The CONSULTANT will prepare tract sketches, also referred to as property plats, for each affected tract of property.
- C. The CONSULTANT will prepare acquisition deeds, also referred to as legal descriptions, for each easement or parcel of property acquired.
- D. The CONSULTANT will submit the final right-of-way submittal, including the right-of-way map, tract sketches and deeds, on a compact disc (CD).

Any deviation from the standards set forth in the "Guidelines and Standards" is to be approved first by the STATE Right-of-Way Engineer.

SECTION 7 – GEOTECHNICAL

The CONSULTANT will perform drilling and sampling in accordance with all AASHTO standards. The CONSULTANT will perform laboratory tests on samples and prepare a formal written Geotechnical report in accordance with ALDOT Procedure 398, "Procedure for Conducting Subsurface Investigations and Foundation Reports," using qualified geotechnical engineers and geologists. All holes will be logged by a qualified geologist or engineer and signed by a registered engineer. The CONSULTANT will prepare a Materials Report, Slope Study Report, and/or Culvert Report in accordance with ALDOT Procedure 390, "Procedure for Conducting Soil Surveys and Preparing Materials Reports", and when appropriate, ALDOT Procedure 391, "Falling Weight Deflectometer (FWD) Testing Procedure", and ALDOT Procedure 392, "Pavement Evaluation and Distress (Condition) Survey Procedure".

DRILLING ONLY (ROADWAY CUT, FILLS)

1. Using project plans the CONSULTANT will:
 - a. Develop a drilling plan for approval by the COUNTY and STATE.
 - b. Make borings in accordance with AASHTO T-206, and approved drilling plan.
 - c. Provide field logs of borings, using the Department's Format.
 - d. Take Shelby Samples as outlined in AASHTO T-207 as directed.
 - e. Take NX rock cores as outlined in AASHTO T-225 and place in waxed core boxes.
 - f. Provide bulldozer for access to holes if necessary.
 - g. Provide all required state and Federal permits.
1. All borings will be logged by a qualified geologist or engineer.
2. The CONSULTANT will begin work within 10 working days of the date of receipt of written instruction to proceed.
3. The CONSULTANT will complete all work and submit all samples and boring logs to the STATE within the time period specified in the notice to proceed.

DRILLING ONLY (BRIDGES)

1. The CONSULTANT shall perform all items in Section 1 and the following:
 - a. Take jar samples from the bent nearest the stream to a minimum of 25 feet below streambed for use in scour analysis. These samples will be taken from the split spoon sampler in each layer of material.

DRILLING, TESTING, ENGINEERING

The CONSULTANT shall perform all items in Section 1 and Section 2 according to the type project and the following when required by the STATE.

- b. Perform laboratory tests as outlined in the approved drill plan and notice to proceed.
- c. Compile test results and use in preparing a Geotechnical Report according to the type project, i.e. slope study, fill settlement, bridge foundation, according to ALDOT Procedure 398 and/or 390 and instructions given in the notice to proceed.
- d. The CONSULTANT will submit one review copy of the Geotechnical Report to the STATE for review and approval. After the Geotechnical Report is finalized, the CONSULTANT will submit ten copies of the final Geotechnical Report and mylar copies of all boring logs.

PREPARATION OF A MATERIALS REPORT

The CONSULTANT will prepare a Materials Report according to the type of project, i.e. grade and drain, base and pave, resurfacing according to ALDOT Procedure 390, and when appropriate, ALDOT Procedures 391 and 392. The CONSULTANT will submit one review copy of the Materials Report to the STATE Division Materials Engineer and one review copy to the STATE Central Office Materials Engineer for their review and approval. After the Materials Report is finalized, the CONSULTANT will submit ten copies of the final materials report to the STATE's Geotechnical Engineer for distribution.

ARTICLE II - OBLIGATION OF COUNTY TO CONSULTANT

The work to be performed by the COUNTY will include the following, as applicable:

- A. Provide all traffic data that is deemed necessary by the COUNTY.
- B. Provide all available Digitized Quadrangle mapping, aerial photography, preliminary plans, layouts, profiles, survey data and any other data in connection with the work included in this AGREEMENT previously performed by or for the COUNTY.
- C. As far as possible, cooperate with the CONSULTANT in making necessary arrangements with public officials and with such individuals as the CONSULTANT may need to contact for advice, counsel, and information.
- D. Furnish the CONSULTANT unit prices and/or per costs to be used in cost analysis.
- E. Circulate required materials to appropriate agencies and governmental bodies for review and receive comments.
- F. Upon receipt of prints of Final Plans from the CONSULTANT, the COUNTY will furnish plans to each utility service owner and handle the securing of all appropriate utility agreement.
- G. Provide a copy of applicable portions of the STATE Hydraulics Manual and "Guidelines For Operation".

ARTICLE III – OBLIGATION OF STATE TO CONSULTANT

- A. Provide a copy of application portions of the State Hydraulic Manual and "Guidelines for Operations".
- B. Provide all traffic data which is deemed necessary by the STATE.
- C. Provide all available Digitized Quadrangle mapping, aerial mapping, aerial photography, preliminary plans layouts, profiles, survey data and any other data in connection with the work included in this AGREEMENT previously performed by or for the STATE.
- D. As far as possible, cooperate with the CONSULTANT in making necessary arrangements with public officials and with such individuals as the CONSULTANT may need to contact for advice, counsel, and information.
- E. Furnish the CONSULTANT unit prices and/or per costs to be used in cost analysis.
- F. Circulate required materials to appropriate agencies and governmental bodies for review and receive comments.

ARTICLE IV – TIME OF BEGINNING AND COMPLETION

- A. The CONSULTANT agrees to start work on the professional services outlined under Article I of this AGREEMENT with ten (10) days after receipt of written Notice to Proceed from the COUNTY. The COUNTY will not notify the CONSULTANT to commence work until both parties have formally approved this AGREEMENT, and the Alabama Department of Transportation has authorized the Preliminary Engineering.
- B. Preparation of the preliminary plans, final plans and any Supplemental Specifications necessary for the execution of the work shall be completed within twelve (12) months after written "Notice to Proceed" exclusive of any review time by any reviewing agencies.
- C. In case the COUNTY deems it advisable or necessary in the execution of the work to make any alteration that will increase or decrease the Scope of Work outlined in this Agreement, the time limits specified herein may be adjusted in accordance with Article VI, Section 1.

ARTICLE V– PAYMENT

SECTION 1 – FEES

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, subject to and in conformity with all provisions of this AGREEMENT, the COUNTY will pay the CONSULTANT as follows:

- A. The Lump Sum of Twenty Two Thousand Nine Hundred Forty Seven and 00/100 Dollars (\$22,947.00) shall be total compensation to the CONSULTANT for all work provided for when performed under ARTICLE I, SECTION I of this AGREEMENT for corridor/design study.
- B. The Lump Sum of Twenty Six Thousand Eight Hundred Ninety Eight and 00/100 Dollars (\$26,898.00) shall be total compensation to the CONSULTANT for all work provided for when performed under ARTICLE I, SECTION 2 of this AGREEMENT for field survey.
- C. The Lump Sum of Forty Three Thousand Fifty and 00/100 Dollars (\$43,050.00) shall be total compensation to the CONSULTANT for all work provided for when performed under ARTICLE I, SECTION 7 of this AGREEMENT for Geotechnical.
- D. The Lump Sum of One Hundred Five Thousand Seven Hundred Thirty Four and 00/100 Dollars (\$105,734.00) shall be total compensation to the CONSULTANT for all work performed under ARTICLE I, SECTION 3 of this AGREEMENT for roadway plans.
- E. The Lump Sum of One Hundred Five Thousand Six Hundred Seventy One and 00/100 Dollars (\$105,671.00) shall be total

compensation to the CONSULTANT for all work performed under ARTICLE I, SECTION 4 of this AGREEMENT for bridge plans.

F. The Lump Sum of Seven Thousand Twenty Eight and 00/100 Dollars (\$7,028.00) shall be total compensation to the CONSULTANT for all work provided for when performed under ARTICLE I, SECTION 6 of this AGREEMENT for Right-of-Way.

G. For the work contemplated under this Agreement the CONSULTANT will be compensated a maximum lump sum amount of Three Hundred Eleven Thousand Three Hundred Twenty Eight and 00/100 Dollars (\$311,328.00).

Payment will be made in monthly installments and in amounts relative to the progress of the work and subject to such evidence of performance as the COUNTY may deem necessary.

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 representatives and assigns for all things done, furnished or relating to the service rendered by the CONSULTANT under or in connection with this AGREEMENT.

ARTICLE VI – 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 services or make such changes. If the CONSULTANT is of the opinion that the work he has been directed to perform is beyond the scope of this AGREEMENT and constitutes extra work, the CONSULTANT shall within ten (10) days notify the COUNTY, in writing, and receive approval from the COUNTY prior to performing such extra work. In the event the COUNTY determines that such work does constitute extra work, additional time for completion of the contract will be given and payment for the additional work shall be negotiated and expressed by Supplemental Agreement.

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 negotiated and expressed by Supplemental Agreement.

SECTION 2 – OWNERSHIP OF ENGINEERING DOCUMENTS

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

All original tracings or maps and other engineering data furnished to the COUNTY by the CONSULTANT shall bear thereon the endorsement of the CONSULTANT.

SECTION 3 – CONSULTANT'S ENDORSEMENT

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

SECTION 4 – DELAYS AND EXTENSIONS

In the event that unavoidable delays prevent completion of the services to be performed under this AGREEMENT in the time specified in ARTICLE IV – TIME OF BEGINNING AND COMPLETION, the COUNTY may grant a time extension to any or all phases of the work, provided written application is made by the CONSULTANT within ten (10) days after the alleged delays have occurred.

SECTION 5 – TERMINATION OR ABANDONMENT

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

B. The COUNTY has the right to terminate this AGREEMENT at its pleasure upon ten (10) days written notice and make settlement with the CONSULTANT on an equitable basis. The value of the work performed by the CONSULTANT prior to the termination of this AGREEMENT shall be determined. In determining the value of the work performed, the COUNTY shall consider the following:

1. The ratio of the amount of work performed by the CONSULTANT prior to the termination of the AGREEMENT to the total amount of work contemplated by this AGREEMENT less any payments previously made.

2. The amount of the expense incurred by the CONSULTANT in performing the work to the termination in proportion to the amount of expense the CONSULTANT would have incurred had he been allowed to complete the total work contemplated by the AGREEMENT, less any payments previously made.

3. In determining the value of the work performed by the CONSULTANT prior to the termination, no consideration will be given to profit that the CONSULTANT might have made on the uncompleted portion of the work.

C. If the termination is brought about as a result of unsatisfactory performance on the part of the CONSULTANT, the CONSULTANT shall be liable to the COUNTY for the difference between the balance remaining on the CONSULTANT'S AGREEMENT and the cost to

the COUNTY to complete the work.

SECTION 6 – CONTROVERSY

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

SECTION 7 –RESPONSIBILITY FOR CLAIMS AND LIABILITY

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.

The CONSULTANT agrees to indemnify, hold harmless and defend the COUNTY, its elected officials, officers and employees (hereinafter referred to in this paragraph collectively a "COUNTY"), from and against any and all loss, expense 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 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 the 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 amount of insurance carried and the risk covered thereby or a copy of the required insurance policies.

- General Liability and Property Damage..... \$1,000,000
- Automobile and Truck Bodily Injury
- Liability and Property Damage Liability
- Insurance.....\$1,000,000

The foregoing Indemnity Agreement shall not be limited by reason of any insurance coverage provided.

SECTION 8 – GENERAL COMPLIANCE WITH LAWS

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

SECTION 9 – SUBLETTING, ASSIGNMENT OR TRANSFER

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

SECTION 10 – EMPLOYMENT OF COUNTY WORKER

A. 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 COUNTY.

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

C. 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 there from, except the use of the facility being designed as enjoyed by the general public.

SECTION 11 – CONTROL

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

SECTION 12 – CONDITIONS AFFECTING WORK

A. CONSULTANT shall be responsible for having taken steps reasonable necessary to ascertain the nature, location, scope, and type of work hereunder and the general and local conditions that can affect the work or the cost thereof. 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 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 their respective offices at all times during the contract period and for three (3) years from date of final payment of the COUNTY funds under the terms of the contract, for inspection by the COUNTY Government, and copies thereof shall be furnished if requested.

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

1. Non-discrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and lease of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964 or the Equal Opportunity provisions of Executive Order 11246 of September 24, 1965.

2. Solicitations for Subcontractors, Including Procurements of 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 non-discrimination on the grounds of race, color or national origin.

3. Sanctions of Noncompliance: In the event of the, including but not limited to:

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

ARTICLE VII

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 this status as an independent contractor, covenants and agrees that he will neither hold himself in a manner consistent with such status, that he will neither hold himself out as, no claim to be an officer or employee of the COUNTY by reason hereof, and he will not, by reason hereof, make any claim, demand, or application to or for any right of 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 VIII

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.

ARTICLE IX

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

ARTICLE X

IN WITNESS WHEREOF the Parties have caused this AGREEMENT to be executed by their duly authorized representatives this _____ day of _____ 2013.

RECOMMENDED:

Kenneth Boozer	Tony Petelos
County Traffic Engineer	County Manager

NEEL-SCHAFFER, INC.

Chris Sellers, Vice President/Engineer Manager

ATTEST: JEFFERSON COUNTY, ALABAMA
Minute Clerk W. D. Carrington, President
Jefferson County Commission

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

Jun-27-2013-464

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 AssetWorks, Inc. to provide maintenance and support for Fleet Anywhere software for the period April 1, 2013 - March 31, 2014 in the amount of \$28,275.50.

Contract Amendment No. 2

This is Amendment to the contract by and between Jefferson County, Alabama, hereinafter called "the County" and AssetWorks, Inc., hereinafter called "the Contractor" to provide maintenance and support for Fleet Anywhere software.

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract.

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

The original contract between the parties referenced above was approved by the Commission on May 24, 2011, recorded in MB 161, Pages(s) 547-549; Amendment 1 approved by the Commission October 9, 2012, recorded in MB 163, Page(s) 600-601 and is hereby amended as follows:

Item 3. Amend Term of Agreement and Authorization to Perform Work:

The contract term expires on March 31, 2014

Item 7. Amend Compensation:

To incorporate AssteWorks Quote # 6/4/2013 in the amount of \$28,275.50 herein by reference and attached hereto as Exhibit A (on file in the Minute Clerk's Office)

All other terms and conditions of original contract and Amendment 1 remain the same

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

Jefferson County Commission

AssetWorks, Inc.

R. D. Sadoo, Sr., Vice President

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

Jun-27-2013-465

WHEREAS, the Alabama Department of Senior Services has award Jefferson County, Alabama, through the Office of Senior Citizen Services, Enhanced Seed Activity Funds (Contract # 00005057) in the amount of \$7,350; and

WHEREAS, these funds will be used to extend recreational activities at senior centers; and

WHEREAS, this one-time increase in funds will be added to the budgets of the below listed senior centers for FY2012/2013.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION to accept Enhanced Seed Activity Funds in the amount of \$7,350 from the Alabama Department of Senior Services and to authorize execution of amendments to agreements with the following senior centers.

a. First United Forestdale - \$600

b. Jefferson County Committee for Economic Opportunity (JCCEO) Hoopersville - \$1,000

c. City of Hoover - \$700

- d. Town of Kimberly - \$600
- e. Jefferson County Committee for Economic Opportunity (JCCEO)Midfield - \$700
- f. Town of Morris - \$900
- g. Positive Maturity - Shepherd Center East - \$1,000
- h. St. John Baptist Church - \$750
- i. Titusville Development - \$750
- j. Western YMCA - \$600

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

Jun-27-2013-466

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a grant award/agreement between Jefferson County, Alabama through the Office of Senior Citizen Services and Alabama Department of Senior Citizen Services to provide consumers access to Aging & Disability Resource Center (ADRC) assistance for the period April 18, 2013 - September 29, 2013 in the amount of \$17,115.

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

Jun-27-2013-467

WHEREAS, Jefferson County, through the Office of Senior Citizen Services has received a revised Notification of Grant Award (NGA) for the SenioRx Partnership for Medication Access from the Alabama Department of Senior Services for Fiscal Year 2012/2013; and WHEREAS, this NGA is for the 3rd Quarter allocation of funds in the amount of \$46,131.00.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the Commission President is authorized to sign the Statement of Grant Award for 3rd quarter funding in the amount of \$46,131 from the Alabama Department of Senior Services for the SenioRx Partnership for Medication Access.

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

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

Jun-27-2013-468

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Thermo Scientific to provide maintenance/ support, replacement parts necessary for repairs, cost of repair, labor and travel expenses for the Excelsior tissue processor for the period April 1, 2013 - March 31, 2014 in the amount of \$7,875.

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

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

Jun-27-2013-469

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Commission District 4 annual salary for each of the following positions be changed as follows effective June 29, 2013; Appointed Confidential Secretary - County Commission (classification 094601) be decreased from \$55,393 to \$54,737 and Appointed Administrative Secretary - County Commission (classification 094602) be increased from \$53,688 to \$55,393.

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

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

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

Commissioner Carrington stated that the Finance & Information Technology Committee would convene between 10:45 a.m. and 11:15 a.m.

Thereupon the Commission Meeting was recessed.

The Commission met in Work Session on June 27, 2013, and approved items to be considered at the reconvened June 27, 2013, Regular Commission Meeting:

- Commissioner Stephens, Finance & Information Technology Committee Items 1 and 2.

The Commission Meeting was re-convened Thursday, June 27, 2013 at 12:35 p.m. with the following members present:

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

Jun-27-2013-470

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized and directed to execute the "Release by Participating Counterparties" set forth below in which JPMorgan Chase & Co. agrees to pay the County three million four hundred twelve thousand four hundred eighty and 85/100 (\$3,412,480.85) Dollars.

RELEASE BY PARTICIPATING COUNTERPARTIES

This Release executed this 27th day of June, 2013, by the Releaser (as defined below) in favor of the Releasee (as defined below).

DEFINITIONS

- A. "Releaser" shall mean JEFFERSON COUNTY, ALABAMA and any of its divisions, affiliates, subsidiaries, groups, commissioners, associates, general or limited partners or partnerships, predecessors, successors or assigns, including, without limitation, any of their respective present officers, commissioners, trustees, employees, agents, attorneys, representatives and shareholders, affiliates, associates, general or limited partners or partnerships, heirs, executors, administrators, predecessors, successors, assigns or insurers acting on behalf of Releaser.
- B. "Releasee" refers to JPMorgan Chase & Co., and all of its successors, predecessors, assigns and their subsidiaries, divisions, groups, affiliates and partnerships, including without limitation, any of their respective past or current officers, directors, and employees (collectively,

"JPMC").

C. "Relevant Conduct" shall mean, except as provided below, JPMC engaging in any of the following conduct from January 1, 1998 through December 31, 2006, whether by itself or in concert with Providers and Brokers: (i) rigging bids or fixing the prices or other terms and conditions of any Municipal Bond Transactions; (ii) agreeing not to bid for any Municipal Bond Transactions; or (iii) engaging in any other anticompetitive conduct relating to any Municipal Bond Transactions including, but not limited to, misrepresenting or omitting material facts whose primary purpose is to prevent the discovery of the anti-competitive conduct. Notwithstanding the foregoing, Relevant Conduct does not include conduct related to attempts to manipulate underlying interest rate indices used in the pricing of Municipal Bond Transactions.

D. "Municipal Bond Transactions" shall mean: (i) contracts involving the reinvestment of the proceeds of tax-exempt bond or warrant issues and Qualified Zone Academy Bonds, or bonds or warrants issued by or on behalf of any governmental or quasi-governmental or non-profit entity in the United States of America, including but not limited to, states, cities, towns, counties, villages, parishes, school districts, clubs, or various economic development, redevelopment, financing, lottery, parking, housing, educational, medical, religious, public safety, building, water, sewer, hospital, transportation, public works, waste management, environmental, port, park, airport, telecommunications and power authorities, corporation or boards; and (ii) transactions involving the management or transfer of the interest rate risk associated with the bonds or bond issues described above including, but not limited to, guaranteed investment contracts, forward supply, purchase, or delivery agreements, repurchase agreements, swaps, options and swaptions and (iii) the underwriting, purchase, sale and/or distribution of the bonds or warrants or bond or warrant issues described above. Notwithstanding the foregoing, Municipal Bond Transactions does not include (i) credit default products, such as credit default swaps and credit default options; (ii) auction-rate securities; (iii) inter-dealer swaps; (iv) swaps, or other agreements between providers to hedge, manage or otherwise share or transfer their risk on a Municipal Bond Derivative except to the extent used to facilitate any improper undisclosed payments to brokers or the rigging of bids for the reinvestment or management of bond proceeds.

E. "Covered Derivatives" shall mean Municipal Bond Transactions that meet the criteria set forth in Attachment A to the Settlement Agreement.

F. "Settlement Agreement" shall mean the Settlement Agreement between JPMorgan Chase & Co. and the Attorneys General of the States and Commonwealths of Alabama, California, Colorado, Connecticut, District of Columbia, Florida, Idaho, Illinois, Kansas, Maryland, Massachusetts, Michigan, Missouri, Montana, Nevada, New Jersey, New York, North Carolina, Ohio, Oregon, Pennsylvania, South Carolina, Texas, Tennessee, Wisconsin, dated July 7, 2011.

G. "Effective Date" shall mean the Effective Date of the Settlement Agreement.

H. "Bankruptcy Case" shall mean the chapter 9 bankruptcy case of Jefferson County, Alabama currently pending in the United States Bankruptcy Court for the Northern District of Alabama, Southern Division, bearing case number 11-05736, or any subsequently filed bankruptcy case.

I. "Sewer Warrants" means any and all of the sewer revenue warrants issued by the Releasor under the Trust Indenture dated as of February 1, 1997, as amended and supplemented, between the Releasor and The Bank of New York Mellon, as Trustee. J. "Sewer Warrant Claims" means any Claim (as such term is defined in the Bankruptcy Code) arising under or in respect of any Sewer Warrants at any time held or owned by the Releasee.

RELEASE

1. In consideration of the receipt by Releasor of \$3,412,480.85 relating to the REINVESTMENT PROD (approximate trade date 2/5/2001); TERMINATION BY UNWIND (approximate trade date 1/8/2001); CANCELABLE (approximate trade date 4/17/2001); CANCELABLE (approximate trade date 5/1/2001); O/L PSA SWAP (approximate trade date 5/1/2001); O/L PSA SWAP (approximate trade date 5/1/2001); REINVESTMENT PROD (approximate trade date 9/19/2002); REINVESTMENT PROD (approximate trade date 10/31/2002); ADVISORY FEES (approximate trade date 12/5/2002); REINV. UNWIND/STR. (approximate trade date 1/20/2004); TERMINATION BY UNWIND (approximate trade date 1/7/2005); TERMINATION BY UNWIND (approximate trade date 1/7/2005); TERMINATION BY UNWIND (approximate trade date 1/7/2005) and other good and valuable consideration, payment of which is made by JPMC, Releasor hereby releases Releasee from all civil claims, counterclaims, cross-claims, set-offs, causes of action of any type (whether common law, equitable, statutory, regulatory or administrative, class, individual or otherwise in nature, and whether reduced to judgement, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed ; secure or unsecured demands, disputes, damages, restitution, whenever incurred, liabilities (including joint and several) of any nature whatsoever, including without limitation, costs, fines, debts, expenses, penalties and attorneys fees, known or unknown, that it has against the Releasee arising from the Relevant Conduct in relation to the marketing, contracting, sale or placement of Municipal Bond Transactions, including any claims that have been or could be asserted In re Municipal Derivatives Antitrust Litigation, MDL No. 1950, Master Docket No. 08-2156, any actions pending in the United States District Court for the Southern District of New York captioned In re Municipal Derivatives Antitrust Litigation, or any related actions filed in or transferred to the United States District Court for the Southern District of New York that are coordinated with or consolidated into the preceding Civil Action docket.

2. In the event that the total payment referred to in Paragraph 1 is not made for any reason, then this Release shall be null and void, provided that any payments received by Releasor shall be credited to Releasee in connection with any claims that (i) Releasor may assert against Releasee; (ii) that are asserted against Releasee on behalf of Releasor by a class of which Releasor is a member; or (iii) that are asserted by any third party against Releasee as to which Releasee may assert a setoff under any applicable law.

3. The Releasor intends by this Release to settle with and release only Releasee and does not intend this Release, or any part hereof or any other aspect of the settlement or the releases, to extend to, to release or otherwise to affect in any way any claims or other rights that the Releasor has or may have against any other person, party or entity whatsoever, other than Releasee.

4. The Releasor hereby waives the provisions of California Civil Code section 1542, which provides: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor." This provision shall not be deemed to turn a specific release into a general release.

5. The Releasor represents and warrants that the released claims have not been sold, assigned or hypothecated, in whole or in part.

6. The Releasor shall use the funds in connection with the restructuring of the Sewer Warrants pursuant to a plan of adjustment in the Bankruptcy Case.

7. The following provisions shall apply to this Release notwithstanding any other provision hereof

a. By its execution, delivery and performance hereof, the Releasor does not release, settle or compromise, and shall not be deemed to have released, settled or compromised, any claims, counterclaims, cross-claims, set-offs, defenses or other rights asserted heretofore in the following pending lawsuits to the extent such claims, counterclaims, defenses or other rights are based on the facts alleged and causes of action asserted in those lawsuits as of June 1, 2013:

i. Jefferson County, Alabama v. JP. Morgan Securities, Inc., JPMorgan Chase Bank, N.A., Blount Parrish & Company, Charles E. LeCroy Douglas W. MacFaddin, Larry P. Langford, William B. Blount, Albert W. LaPierre et al., Circuit Court of Jefferson County, Alabama, Civil Action No. CV-2009-903641.

ii. Syncora Guarantee Inc. v. Jefferson County, Alabama, JPMorgan Chase Bank, N.A., and JPMorgan Securities, Inc., Supreme Court of the State of New York, County of New York, Index No. 601100/10.

iii. Assured Guaranty Municipal Corp. fklk Financial Security Assurance Inc. v. JPMorgan Chase Bank, N.A. and JPMorgan Securities, Inc.; JPMorgan Chase Bank, N.A. and JP. Morgan Securities LLC v. Jefferson County, Alabama, Supreme Court of the State of New York, County of New York, Index No. 650642/10.

b. By its execution, delivery and performance hereof, and except as set forth elsewhere in this Release, the Releasor does not release, settle or compromise, and shall not be deemed to have released, settled or compromised, any of the rights, claims, or defenses that it has in the Bankruptcy Case, or in any Adversary Proceeding in the Bankruptcy Case, whether or not such Adversary Proceeding has already been commenced, including without limitation the right to propose and seek confirmation of a plan of adjustment of its debts.

c. By its execution, delivery and performance hereof, the Releasor does not release, settle or compromise, and shall not be deemed to have released, settled or compromised, any of the rights, claims, counterclaims, cross-claims, set-offs, defenses, or other rights it may have against any person, party or entity arising from the following activities, to the extent such rights, claims, defenses or other rights are not based in any way on the Relevant Conduct:

i. the underwriting, purchase, sale and/or distribution of the County's Series 2002-C Sewer Revenue Refunding Warrants;

ii. the underwriting, purchase, sale and/or distribution of the County's Series 2003-B Sewer Revenue Refunding Warrants;

iii. the underwriting, purchase, sale and/or distribution of the County's Series 2003-C Sewer Revenue Refunding Warrants;

iv. the negotiation, pricing, execution, delivery, or performance of that certain interest rate swap transaction in the notional amount of \$539,446,000 entered into between the County and JPMorgan Chase Bank, N.A. on or about October 23, 2002;

v. the negotiation, pricing, execution, delivery, or performance of that certain interest rate swap transaction in the notional amount of \$1,035,800,000 entered into between the County and JPMorgan Chase Bank, N.A. on or about March 28, 2003;

vi. the negotiation, pricing, execution, delivery, or performance of that certain interest rate swap transaction in the notional amount of \$789,018,750 entered into between the County and JPMorgan Chase Bank, N.A. on or about July 14, 2003;

vii. the negotiation, pricing, execution, delivery, or performance of that certain interest rate swap transaction in the notional amount of \$111,825,000 entered into between the County and JPMorgan Chase Bank, N.A. on or about November 7, 2003;

viii. the execution, delivery or performance of that certain Standby Warrant Purchase Agreement dated as of October 1, 2002, by and among Jefferson County, Alabama, The Bank of New York, as Trustee, and JPMorgan Chase Bank, relating to the Series 2002-C-2 Sewer Revenue Refunding Warrants;

ix. the execution, delivery or performance of that certain Warrant Purchase Agreement dated April 30, 2003, by and among Jefferson County, Alabama and JP Morgan Securities, Inc., related to the Series 2003-B Sewer Revenue Refunding Warrants;

x. the execution, delivery or performance of that certain Remarketing and Interest Services Agreement dated May 1, 2003, by and among Jefferson County, Alabama and J.P. Morgan Securities, Inc., relating to the Series 2003-B-4 Sewer Revenue Refunding Warrants; and

xi. the execution, delivery or performance of that certain Warrant Purchase Agreement dated August 5, 2003, by and among Jefferson County, Alabama, J.P. Morgan Securities, Inc., and Bank of America Securities LLC relating to the Series 2003-C Sewer Revenue Refunding Warrants;

xii. the underwriting, purchase, sale and/or distribution of the County's Series 2001-B General Obligation Warrants;

xiii. the negotiation, pricing, execution, delivery, or performance of that certain interest rate swap transaction in the notional amount of \$120,000,000 entered into between the County and Morgan Guaranty Trust Company of New York on or about April 17, 2001;

xiv. the execution, delivery or performance of that certain Standby Warrant Purchase Agreement dated as of July 1, 2001, by and among Jefferson County, Alabama, The Bank of New York, as Trustee, Morgan Guaranty Trust Company of New York, and Bayerische Landesbank Girozentrale, New York Branch, relating to the Series 2001-B General Obligation Warrants.

d. The Releasor shall not use or rely upon the existence of the Settlement Agreement or this release, or the occurrence of any events comprising the Relevant Conduct, as a basis or justification, in the Releasor's Bankruptcy Case or otherwise, for (i) any equitable subordination or disallowance of the Sewer Warrant Claims, or (ii) any classification, under any plan of adjustment in the Bankruptcy Case, of the Sewer Warrant Claims separate and apart from the claims of holders of the Sewer Warrants generally. The Releasor shall not assist or cooperate, directly or indirectly, with any party in interest in the Bankruptcy Case seeking to equitably subordinate or otherwise disadvantage, or objecting to or seeking to disallow, in whole or in part, the Sewer Warrant Claims, on the basis of the existence of the Settlement Agreement, this release or the occurrence of any events comprising the Relevant Conduct. For the avoidance of doubt, Releasor may respond to any lawful subpoena properly issued under Federal Rule of Bankruptcy Procedure 9016.

e. Except as expressly set forth in this Release, nothing in this Release shall alter, limit, impair or otherwise affect in anyway any of Releasor's or Releasee's rights, claims, defenses, or causes of action against each other or with respect to any Sewer Warrant Claims in Releasor's Bankruptcy Case.

Jefferson County, Alabama

W. D. Carrington, President

Jefferson County Commission

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

Jun-27-2013-471

WHEREAS, Jefferson County, Alabama (the "County") has engaged in negotiations with various creditors and reached consensual settlements with respect to its outstanding debt, including certain general obligation warrants, certain limited obligation school warrants, and certain limited obligation sewer revenue warrants; and

WHEREAS, negotiation of a reduced debt burden on the County's general fund, tax revenues, and the revenues from the County's sewer system (the "System") is in the best interests of the County and benefits all residents of the County; and

WHEREAS, as a result of the ongoing negotiations with certain creditors, the Commission by prior resolution has approved five Plan Support Agreements (the "Plan Support Agreements") and other settlement agreements with various creditors; and

WHEREAS, further pursuant to such negotiations the Commission has received and reviewed a Plan Support Agreement dated as of June 27, 2013 (the "Liquidity Bank Plan Support Agreement"), proposed to be entered into by and among the County and The Bank of Nova Scotia, The Bank of New York Mellon, as liquidity bank, and State Street Bank and Trust Company, a copy of which is attached to the minutes of this meeting; and

WHEREAS, the Commission has determined that entry into the Liquidity Bank Plan Support Agreement is in the best interests of the County and will assist the County in its efforts to propose and pursue confirmation of a plan of adjustment to be filed in the County's Chapter 9 bankruptcy case; and

WHEREAS, further, pursuant to ongoing negotiations with certain creditors, the Commission has received and reviewed a Plan Support Agreement dated as of June 27, 2013 (the "National Plan Support Agreement"), proposed to be entered into by and among the County and National Public Finance Guarantee Corporation, together with and as reinsurer of and administrator for MBIA Insurance Corporation,

a copy of which is attached to the minutes of this meeting; and

WHEREAS, the Commission has determined that entry into the National Plan Support Agreement is in the best interests of the County and will assist the County in its efforts to propose and pursue confirmation of a plan of adjustment to be filed in the County's Chapter 9 bankruptcy case; and

WHEREAS, the Commission has approved by prior resolution a financing plan containing assumptions regarding an issuance amount, costs of issuance, issuance proceeds, rate and revenue forecasts, and assumptions concerning elasticity, operating expenditures and capital expenditures, subject to compliance with procedures required by state law, as a predicate component of the transactions described in the Plan Support Agreements relating to the County's sewer debt (the "Financing Plan"); and

WHEREAS, consistent with the foregoing, the Commission has received and reviewed a draft Chapter 9 Plan of Adjustment for Jefferson County, Alabama (the "Plan of Adjustment"), a copy of which is attached to the minutes of this meeting; and

WHEREAS, the Commission has determined that filing and pursuing confirmation of the Plan of Adjustment is in the best interests of the County and necessary to effectuate the settlements, Plan Support Agreements, Liquidity Bank Plan Support Agreement, and National Plan Support Agreement described above; and

WHEREAS, consummation of the Plan of Adjustment and the Financing Plan will require the County to retain one or more investment banking firms to serve as underwriters for the sale of the refunding sewer warrants described in the Plan of Adjustment and the Financing Plan and to confirm legal counsel to the County necessary in connection therewith; and

WHEREAS, the Commission proposes to solicit proposals from qualified investment banking firms by means of a Request for Proposals (the "Request for Proposals"), a copy of which is attached to the minutes of this meeting, which includes the scope of services required by the County, the process for submission of proposals to the County and the criteria for evaluation of proposals by the County; the Request for Proposals shall be distributed to national investment banks capable of underwriting, or managing the underwriting of, the County's refunding sewer warrants.

NOW THEREFORE BE IT RESOLVED BY THE COUNTY COMMISSION that the Liquidity Bank Plan Support Agreement is hereby approved. The President of the Commission is hereby authorized and directed to execute the Liquidity Bank Plan Support Agreement in substantially the form presented to this meeting, with such changes thereto and deletions therefrom as he may approve as necessary and appropriate, his execution thereof to be conclusive evidence of his approval of such changes or deletions.

NOW THEREFORE BE IT RESOLVED BY THE COUNTY COMMISSION that the National Plan Support Agreement is hereby approved. The President of the Commission is hereby authorized and directed to execute the National Plan Support Agreement in substantially the form presented to this meeting, with such changes thereto and deletions therefrom as he may approve as necessary and appropriate, his execution thereof to be conclusive evidence of his approval of such changes or deletions.

NOW THEREFORE BE IT RESOLVED BY THE COUNTY COMMISSION that the Plan of Adjustment is hereby approved. The President of the Commission is hereby authorized and directed to execute and direct counsel to file and take such steps as are necessary and appropriate to pursue confirmation of the Plan of Adjustment in substantially the form presented to this meeting, with such changes thereto and deletions therefrom as he may approve as necessary and appropriate, his execution thereof to be conclusive evidence of his approval of such changes or deletions.

NOW THEREFORE BE IT RESOLVED BY THE COUNTY COMMISSION that the President of the Commission is hereby authorized and directed to execute (or cause to be executed), and to direct counsel to file all other necessary motions or pleadings with respect to the Plan of Adjustment (including, without limitation, regarding solicitation of votes on the Plan of Adjustment and the disclosure statement with respect thereto) in such form as is appropriate and not inconsistent in any material fashion with the form of Plan of Adjustment presented to this meeting.

NOW THEREFORE BE IT RESOLVED BY THE COUNTY COMMISSION that the Request for Proposals and the procedure for selection of an underwriter or syndicate of underwriters contained therein are hereby approved. The President of the Commission is hereby authorized and directed to approve the Request for Proposals in substantially the form presented to this meeting, with such changes thereto and deletions therefrom as he may approve as necessary and appropriate.

NOW THEREFORE BE IT RESOLVED BY THE COUNTY COMMISSION that Balch & Bingham LLP is hereby designated and confirmed as bond counsel to the County and Bradley Arant Boult Cummings LLP is hereby designated and confirmed as disclosure counsel to the County, all for the issuance of the sewer refunding warrants described in the Plan of Adjustment and the Financing Plan.

(All aforementioned attachments are on file in the Minute Clerk's Office)

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

Thereupon the Commission Meeting was recessed.

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

President

ATTEST

Minute Clerk