

Contracts and Bylaws

SWMA Contract with JCDH

To Bid: Yes No

JCDH ID # EH/AP-46



JEFFERSON COUNTY DEPARTMENT OF HEALTH
CONTRACT COVERSHEET



SERVICE CENTER ORIGINATING CONTRACT: Environmental Health

SERVICE CENTER CONTACT PERSON: Jonathan Stanton TELEPHONE: (205) 930-1292

CONTRACTOR'S NAME: Storm Water Management Authority, Inc. (SWMA) FEDERAL ID #: _____

ADDRESS: 501 Park Road
Pleasant Grove, AL 35127

CONTRACT CONTACT PERSON: Mayor Jerry Brasseale TELEPHONE: (205) 744-1720 FAX: _____

JCDH PAY STATUS: PAYEE PAYOR BILLING NOTATION: YES NO
(Check One)

CONTRACT TERM FROM: 1/1/2017 THRU: 12/31/2017 STATUS: NEW RENEWAL
AMENDMENT

AMOUNT: 644,000.00 / 12 equal monthly payments
NOT TO EXCEED \$ _____

SYNOPSIS/SERVICES PROVIDED:
JCDH will provide stormwater management services to the members of the Storm Water Management Authority, Inc.

If Independent Contractor, explain why needed: _____

ORIGINATION/REVIEW & APPROVAL OF SERVICE CENTER ADMINISTRATOR:

Provisions Reviewed:

Contractor Legal Name
Bid Law Compliance

Term
Proper Signature Lines

Payment
Indemnity

Signature of Service Center Administrator: [Signature] Date 4/13/17

	Date	Initials
FINANCIAL REVIEW:	<u>4/18/17</u>	<u>[Signature]</u>
LEGAL REVIEW: <u>Approved [Signature]</u>	<u>4-17-17</u>	<u>[Signature]</u>
APPOINTING AUTHORITY'S SIGNATURE:	<u>4/18/17</u>	<u>[Signature]</u>
SENT TO PERSONNEL BOARD (IF APPLICABLE):	<u>4/19/17</u>	<u>[Signature]</u>
BOARD OF HEALTH APPROVAL:	<u>4/18/17</u>	<u>[Signature]</u>
SENT TO CONTRACTOR FOR SIGNATURE	<u>4/18/17</u>	<u>[Signature]</u>
SIGNED CONTRACT REC'D & FILED WITH F & A:	<u>4/20/17</u>	<u>[Signature]</u>

APPROVED/DISAPPROVED BY PERSONNEL BOARD: _____	SIGNATURE	TITLE	DATE
(Circle one)			

RECEIVED
APR 18 2017

AGREEMENT
Between the
Jefferson County Board of Health
And the
Storm Water Management Authority, Inc.

THIS AGREEMENT, made this first day of January, 2017, by and between the Jefferson County Board of Health, "**Board**", and The Storm Water Management Authority, Inc. and its Board of Directors hereinafter referred to as "**SWMA**".

WITNESSETH:

WHEREAS, the Board is a county board of health constituted under the laws of the State of Alabama and provides the sanitary and public health work as Jefferson County Department of Health ("**Department**") under supervision of its county health officer.

WHEREAS, SWMA is a public corporation incorporated pursuant to the Storm Water Act, Code of Alabama (1975), §§ 11-89C-1, *et seq.* (the "**Storm Water Act**") and composed of member municipalities that are required to comply with certain Storm Water Laws as defined by Code of Alabama (1975), § 11-89C-2(8), including, but not limited to the federal Clean Water Act of 1972, 33 U.S.C. §§ 1251, *et seq.*, as amended ("**CWA**") and NPDES Permits ("**Permits**") issued to SWMA's member municipalities by the Alabama Department of Environmental Management ("**ADEM**");

WHEREAS, SWMA is incorporated to assist its member municipalities in complying with their obligations under the Storm Water Laws and the Permit and for that purpose performs certain functions on behalf of its members;

WHEREAS, SWMA, in an effort to comply with its members' obligations under the Permit, undertakes to monitor various sites in the field that have been identified and approved by ADEM and the Environmental Protection Agency ("**EPA**");

WHEREAS, it is the intent of the Board and SWMA that the Board will provide the storm water management services for the member municipalities of SWMA, other than those services expressly excluded.

NOW, THEREFORE, in consideration of the premises, the mutual promises and covenants of the parties other good and valuable consideration the parties agree:

I. **PROVISION OF SERVICES BY THE BOARD**

- A. The Department agrees to provide the following services to SWMA (the "**Services**");

1. Wet Weather Monitoring — The Department will monitor, sample, and provide lab analysis for the monitoring component as directed by the Municipal Separate Storm Sewer System (“MS4”) Permits.
2. MS4 Outfall Screening — The Department will sample and provide lab analysis to meet 100% of MS4 outfalls within the five year permit cycle.
3. Illicit Discharge/Illegal Dumping Inspection — The Department will provide field inspections, sampling and lab analysis for dry weather screening for detection of illicit discharges/illegal dumping into the MS4. Provide enforcement assistance to remediate illicit discharges and illegal dumping as determined during these inspections.
4. Complaint Investigations — The Department will investigate all storm water complaints and record all investigations electronically so that a comprehensive report can be provided at any time. Records will be kept in such a manner as to provide documentation should legal proceedings be necessary. The Department will assist member jurisdictions with any necessary enforcement actions.
5. Complaint Reporting System — The Department will provide a day time complaint reporting system, a night time, and weekend hot line as well as a 24-7 web based reporting system for the public to report illegal discharges or illegal dumping into the MS4.
6. Household Hazardous Waste Disposal — The Department will assist any jurisdiction member with the set up and operation of Household Hazardous Waste disposal projects.
7. Erosion and Sediment Control Inspections — The Department will assist with pre-, ongoing, and post-construction inspections as related to the enforcement of erosion and sediment control requirements per the approved best management practices. The Department will notify member jurisdictions in a timely manner of any verified permit violations.
8. Erosion and Sediment Control Workshops — The Department will conduct a minimum of one erosion and sediment control workshops to inform builders of the usage and importance of BMPs on local construction sites.
9. Classroom Education — The Department will develop and present age appropriate (elementary through high school) education on water quality and storm water runoff protection to local (public and private) classrooms in the member jurisdictions at a minimum of one time per year. The Department will provide educational materials and teacher resources.

10. Public Education — The Department will deliver technical and professional presentations on the storm water management program elements and reduction of non-point source pollutants to professional and nonprofessional groups. The Department will also produce and distribute professional informational publications for public education in member jurisdictions.
11. Public Education/Information Online — The Department will provide web based access to storm water issues/information, educational materials, assistance guides on the Department's website.
12. Water Quality Inventory — The Department will continue to update the hydrographic layers of the existing GIS database for each member jurisdiction. Where possible through aerial photography, existing survey information, derived planimetric features, and field data collection, the Department will work to increase the spatial and attribute accuracy of the existing mapped information. Including the collection and integration of data as required by the Permits.
13. Industrial Storm Water Runoff — The Department will implement a program to inspect and monitor storm water runoff to the MS4 from industrial or commercial sites as required in the Permits. Additional sites may be inspected upon request of the Permittees.
14. Full Cooperation with SWMA — The Department will fully cooperate with SWMA by providing information and documentation as more fully set forth in paragraph 7.
15. The Department will be responsible for preparation of the Annual Report to ADEM which is required pursuant to the Permits.
16. Permitting - The Department will provide administrative support to implement NPDES permit requirements.

B. EXCLUDED SERVICES:

SWMA and Department agree to exclude from services the issuance of any permits pursuant to the Erosion & Sedimentation Control Ordinances adopted by SWMA's members in approximately 1999 or any enforcement actions related to such permits.

II. OBLIGATIONS OF SWMA; PAYMENT TERMS

- A. SWMA's obligations under this Agreement (the "Obligations") are as follows:
1. Without cost to SWMA, fully cooperate with the Department in the performance of the Department's Services stated herein.
 2. All water sampling data, GIS data and storm water related documentation will be returned to SWMA upon termination of the Agreement at no cost to SWMA.
- B. SWMA shall pay the Department for the Services performed hereunder as follows:
1. The total amount for the annual contract term payable by SWMA to the Department shall be \$644,000.00 (the "Annual Contract Amount") to be paid in equal monthly installments. SWMA shall remit payment in advance for the Services on the 1st business day of each month in the amount of 1/12 of the Annual Contract Amount (\$53,666.67) beginning January 1, 2016.

III. TERM OF AGREEMENT

The term of this Agreement shall be from January 1, 2017 through December 31, 2017 unless terminated sooner by the parties as provided herein. This Agreement shall renew automatically at the end of each term for a period of one year beginning on January 1 of the year of renewal and ending December 31 the following year unless terminated sooner by the parties as provided herein.

IV. TERMINATION

At any time during the term of this Agreement, this contract may be terminated by either party by giving ninety (90) days written notice to the other party

V. NOT DEBT OF STATE

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama of 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this contract, be enacted, then that conflicting provision in the contract shall be deemed null and void. SWMA's sole remedy for claims for damages arising from any breach of this Agreement or failure to perform this Agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

VI. CIVIL SERVICE SYSTEM

The Board and SWMA acknowledge that the Board is an appointing authority under the Civil Service System of Jefferson County, Alabama (the "System") and that the Board's Services hereunder are subject to said System.

VII. RECORDS AND DOCUMENTS

- A. Upon written request by SWMA, the Department will promptly provide to SWMA such reports, documents, information, and any other similar materials generated by the Department under this Agreement.
- B. Unless required by law, the Department will not use any confidential or proprietary reports, documents or information developed during performance of the Services for any purpose other than the performance of such services without the prior written consent of SWMA.
- C. The Department will maintain records and documents relating to performance of the Services hereunder for a period of not less than five (5) years after completion of the Services or such longer period as may be required by ADEM or EPA. Should the Department thereafter determine that it will no longer retain such records or documents, then sixty (60) days prior to disposing of such records and documents, the Department will notify SWMA of the impending termination of storage, and request that SWMA take delivery of such records and documents. If requested, the Department will deliver copies of such requested documents to SWMA at no cost to SWMA.
- D. Notwithstanding the provisions of subsection VII.C., the Department will not destroy or discard data or information contained within the GIS database to which the Department is provided access unless in the normal course of business and agreed upon in writing by the Department and SWMA.

VIII. NON-EXCLUSIVITY

This Agreement shall not be construed to grant the Department an exclusive right to perform work or provide services to SWMA. SWMA reserves the right to contract with other parties for such services as it deems appropriate.

IX. ASSIGNMENT

The Department shall not assign any of its rights or obligations under this Agreement without the prior written consent of SWMA. This Agreement is binding on the successors and assigns of SWMA and the Department.

X. GOVERNING LAW

The validity and enforceability of this Agreement and every term or provision, as well as the rights and duties of the parties to this Agreement will be governed by the laws of the State of Alabama.

XI. NOTICE

Any information or notices required or permitted under this Agreement shall be deemed to have been sufficiently given if in writing and sent by first-class mail or overnight delivery to the following:

For the Board:

Jefferson County Board of Health
Attn: Dr. Mark E. Wilson, M.D.
1400 6th Avenue South
Birmingham, AL 35233

For SWMA:

Storm Water Management Authority, Inc.
Attn: Mayor Jerry Brasseale
501 Park Road
Pleasant Grove, AL 35217

XII. AMENDMENT

This Agreement may not be amended except by a written agreement executed by the parties.

XIII. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding and agreement between the parties relating to the subject of this Agreement and supersedes all prior agreements, whether written or oral.

XIV. SEVERABILITY

If any portion of this Agreement is determined to be illegal, invalid, or unenforceable, such illegality, invalidity or unenforceability shall not affect any other portion of this Agreement.

XV. SURVIVAL

All covenants, indemnities and other agreements of the parties in this Agreement (or given with this Agreement) shall survive termination of this Agreement.

XVI. HEADINGS

Headings and subheadings are inserted only for convenience and are in no way to be construed as a part of this Agreement or as a limitation of the sections to which they refer.

XVII. COUNTERPARTS

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives as of the date first above written:

JEFFERSON COUNTY BOARD OF HEALTH

By: MEW MD

**Mark E. Wilson, M.D.
Health Officer**

STORM WATER MANAGEMENT AUTHORITY, INC.

By: Jerry Brasseale

**Jerry Brasseale
Chairman of the Board of Directors**



**JEFFERSON COUNTY DEPARTMENT OF HEALTH
 CONTRACTS**

BE IT RESOLVED that the Board of Health approves the contracts listed below:

CONTRACTOR	STATUS	SERVICES	AMOUNT	TERMS
Storm Water Management Authority, Inc. (EH-46)	Renewal	JCDH to provide storm water management services to the members of the Storm Water Management Authority, Inc.	Not to exceed \$644,000	1/1/2017 – 12/31/2017

BE IT FURTHER RESOLVED that the Health Officer is hereby authorized to sign said contracts and contract related documents for the Board of Health.

Adopted by the Jefferson County
 Board of Health on
April 19, 2017
M.S. [Signature]
 Health Officer

Color Codes: Red = Payee Black = Payor Blue = Reimbursement or No Funds Involved
 * Pending Personnel Board Approval ** Pending Final Negotiations and Legal Review

To Bid: Yes No

JCDH ID # EH/AP-46



JEFFERSON COUNTY DEPARTMENT OF HEALTH
CONTRACT COVERSHEET



SERVICE CENTER ORIGINATING CONTRACT: Environmental Health

SERVICE CENTER CONTACT PERSON: Jonathan Stanton TELEPHONE: (205) 930-1292

CONTRACTOR'S NAME: Storm Water Management Authority, Inc. (SWMA) FEDERAL ID #: _____

ADDRESS: 501 Park Road
Pleasant Grove, AL 35127

CONTRACT CONTACT PERSON: Mayor Jerry Brasseale TELEPHONE: (205) 744-1720 FAX: _____

JCDH PAY STATUS: PAYEE PAYOR BILLING NOTATION: YES NO
(Check One)

CONTRACT TERM FROM: 1/1/2017 THRU: 12/31/2017 STATUS: NEW RENEWAL
AMENDMENT

AMOUNT: 684,000.00 / 12 equal monthly payments

CHARGE TO: FUND _____ CC _____ DIV _____ ACCOUNT # _____ (e.g. 01-02-001-810114)

NOT TO EXCEED \$ _____

SYNOPSIS/SERVICES PROVIDED:
JCDH will provide storm water management services to the members of the Storm Water Management Authority, Inc.

If Independent Contractor, explain why needed: _____

ORIGINATION/REVIEW & APPROVAL OF SERVICE CENTER ADMINISTRATOR:

Provisions Reviewed:

Contractor Legal Name
Bid Law Compliance

Term
Proper Signature Lines

Payment
Indemnity

Signature of Service Center Administrator: Jonathan Stanton Date 6-7-18

FINANCIAL REVIEW:

LEGAL REVIEW: Approved form

APPOINTING AUTHORITY'S SIGNATURE: _____

SENT TO PERSONNEL BOARD (IF APPLICABLE): _____

BOARD OF HEALTH APPROVAL: _____

SENT TO CONTRACTOR FOR SIGNATURE _____

SIGNED CONTRACT REC'D & FILED WITH F & A: _____

6/12/18
6-13-18
6/14/18
n/a
Rec'd signed 6/8/18
6/14/18

Initials
LKH
LSM
cd
cd
cd

APPROVED/DISAPPROVED BY PERSONNEL BOARD: _____
(Circle one) SIGNATURE TITLE DATE

AMENDMENT
Between the
Jefferson County Board of Health
And the
Storm water Management Authority, Inc.

This Amendment, effective the 1st day of January, 2017 (the "Amendment"), by and between the Jefferson County Board of Health, hereinafter referred to as "**Board**", and The Storm Water Management Authority, Inc. and its Board of Directors, hereinafter referred to as **SWMA**", hereby amend the Agreement entered into between the parties in September of 2009 (the "Agreement").

WITNESSETH:

WHEREAS, the Board and SWMA wish to renew the Agreement entered into between the parties January 1, 2017, subject to the amendments noted below.

NOW, THEREFORE, in consideration of the premises, mutual promises, and covenants of the parties contained herein and other good and valuable consideration, the parties hereby amend Section II B of the Agreement, titled **OBLIGATIONS OF SWMA; PAYMENT TERMS**, as follows:

Delete the following Section II B 1:

"The total amount for the annual contract term payable by SWMA to the Department shall be \$644,000.00 (the "**Annual Contract Amount**") to be paid in equal monthly installments. SWMA shall remit payment in advance for the Services on the 1st business day of each month in the amount of 1/12 of the Annual Contract Amount (\$53,666.67) beginning October 1, 2016."

And, substitute in lieu thereof the following as Section II B 1:

"The total amount for the annual contract term payable by SWMA to the Board shall be \$684,000.00 (the "**Annual Contract Amount**") to be paid in equal monthly installments. SWMA shall remit payment in advance for the Services on the 1st business day of each month in the amount of 1/12 of the Annual Contract Amount (\$57,000.00) beginning January 1, 2017."

All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be signed by their duly authorized representatives as of the date first above written:

JEFFERSON COUNTY BOARD OF HEALTH

By: MEW MD
Mark E. Wilson, M.D.
Health Officer

**STORM WATER MANAGEMENT
AUTHORITY, INC.**

By: Jerry Brasseale
Jerry Brasseale, Mayor Pleasant Grove
Chairman of the Board of Directors
Roger McEndichie

SWMA Bylaws

INAL DRAFT

9/08/1998

Approved
10/15/98

**BYLAWS
OF THE
STORM WATER MANAGEMENT AUTHORITY, INC.**

Section 1. Name. The name of this organization shall be the Storm Water Management Authority, Inc. ("Authority").

Section 2. Objectives and Purposes. The objectives and purposes of the Authority shall be to serve as a public corporation pursuant to Act No. 95-775, Legislature of Alabama 1995, as codified from time to time in the Code of Alabama §§ 11-89C-1 et seq. (the "Act"), and to assist the member governing bodies in carrying out implementation of the storm water laws and in undertaking the responsibilities of, and achieving and maintaining compliance with, the National Pollutant Discharge Elimination System ("NPDES") MS4 Permit ALS000001 (as the same may be hereafter extended, modified, or renewed, the "Permit") issued by the Alabama Department of Environmental Management ("ADEM"), and to do all things necessary or convenient to achieve such purposes.

Section 3. Membership. Membership in the Authority shall be open to each "governing body" as defined in the Act which elects to join the Authority, to abide by these Bylaws, and to be a co-permittee under the Permit.

Section 4. Board of Directors.

a. The business of the Authority shall be managed by its Board of Directors, consisting of one representative from each member governing body. The representative shall be the Mayor, if the member governing body is a governing body of a municipality, or a County Commissioner, if the member governing body is a governing body of a county.

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b. The Board of Directors may hold its meetings and have one or more offices and keep the books of the Authority at such places within the boundaries of any member governing body as the Board may, from time to time, determine.

c. In addition to the powers and authorities by these Bylaws expressly conferred upon it, the Board of Directors may exercise all such powers of the Authority and do all such lawful acts and things as are by statute or by the certificate of incorporation granted to them.

d. No member of the Board of Directors shall receive compensation for his or her services rendered as a member of the Authority but each member shall be entitled to receive reimbursement for his or her reasonable actual expenses incurred in the performance of his or her duties as a member of the Board of Directors, which expenses are consistent with the budget, properly documented and approved by the Chair of the Board of Directors of the Authority. A maximum amount of expenses for each event or project for which a member of the Board of Directors seeks reimbursement shall be subject to the approval of the Chair of the Board of Directors in advance of such event or project, and the actual expenses shall also be subject to the approval of the Chair of the Board of Directors after they are incurred and before reimbursement of them is made.

e. Because under the Act each governing body is represented by a member who is a Mayor or County Commissioner, and because of the press of duties attending such elective office, and in order to prevent the Board of Directors from being unable to conduct its ordinary business when the conflicting and multiple duties of the members make their attendance at meetings difficult, any member of the Board of Directors may designate an

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alternate to represent such member at meetings of the Board of Directors; provided, however, that such designation must be made separately for any given meeting, must be made in writing signed by the member so represented, and must state whether the alternate may vote at such meeting on items in the published agenda. Such designation shall be attached to the minutes of the meeting. An alternate with voting power shall be counted for purposes of determining a quorum, and may vote on agenda items, except that alternates may not vote on the adoption of Rules as defined herein. Where an alternate is authorized to cast a vote concerning amendment of Bylaws or election or removal of officers, the designation shall specify that the alternate is so authorized. An alternate may be another member or a non-member, but no person shall act as alternate for more than one (1) member at any given meeting. Also, in the event of absence or disability of a Mayor and consistent with Code of Alabama (1975) § 11-43-42, providing for the exercise of the functions of Mayor during a Mayor's absence or disability, the Mayor pro tempore or chairman pro tempore of a governing body may cast the vote of a governing body as provided in § 11-43-42.

f. It shall be the policy of the Authority to require and enforce ethical standards of conduct. Members of the Board of Directors, and employees of the Authority, shall comply with the code of ethics for public officials and employees set forth in Code of Alabama (1975) § 36-25-1 et seq., as amended from time to time, and rules and regulations promulgated thereunder. The Board of Directors shall require procedures consistent with § 36-25-1 with respect to matters including but not limited to reimbursement of expenses, and business dealings and contracts of the Authority.

Section 5. Meetings of the Board of Directors.

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a. The annual meeting of the Board of Directors shall be held on the second Thursday in September of each year, to elect the Executive Committee and its officers in applicable years, to consider and approve the Authority's budget for the following fiscal year, and to receive the report of the Authority's activities for the current fiscal year. The semi-annual meeting of the Board of Directors shall be held on the second Thursday in March to review and approve the method of funding.

b. The Board of Directors shall elect five members as the Executive Committee. The Executive Committee shall include one member who is a County Commissioner from the largest county participating in the Authority, one member who is the Mayor of the largest city participating in the Authority, and three other members. The Board of Directors shall elect one member of the Executive Committee as Chair, one member as Co-Chair, and one member as Secretary. The Chair, Co-Chair, and Secretary of the Executive Committee shall also serve as the Chair, Co-Chair, and Secretary, respectively, of the Board of Directors. No alternate shall be designated for Executive Committee meetings.

c. Other regular meetings of the Board may be held without public notice (except as may be specifically required by statute) at such time and place as shall be determined from time to time by the Board. The Chair of the Board shall notify the members of the date, hour, and site for the meeting, in writing, not less than ten (10) days prior thereto.

d. Except as may be specifically required by statute, special meetings of the Board may be called by the Chair, or by any two members of the Board, on one day's notice to each member of the Board (if by facsimile, by phone, in person, or by written notice hand-delivered) or 72 hours notice if by U. S. Mail. If a member of the Board does not receive

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such notice, but does attend the special meeting, his or her presence at the special meeting shall satisfy the notice requirement as to such member unless the sole purpose of his or her attendance at the meeting was to protest the manner in which (or purpose for which) it was called.

e. At all meetings of the Board, one-third of the members thereof or designated voting alternates (initially this number is eight) shall be necessary and sufficient to constitute a quorum for the transaction of business. The Chair may vote on all matters. The act of a majority of the Board present at any meeting at which there is a quorum shall be the act of the Board, except as otherwise provided in sections 7 and 13 hereof.

f. The Chair of the Board of Directors shall appoint a Nominating Committee from the members of the Board of Directors. The Nominating Committee shall make recommendations to the Board for the election of members to the Executive Committee, and for the election of officers thereof.

Section 6. Executive Committee. The Executive Committee of the Board shall oversee the executive and administrative functions of the Authority. The Executive Committee shall hold regular quarterly meetings on the second Thursday of March, June, September and December, as well as other meetings which may be called hereunder. The Chair may vote in meetings of the Executive Committee. Day-to-day management of the Authority shall be handled by the administrator of the Authority. The Executive Committee shall receive reports from time to time from the Chair and from the administrator concerning day-to-day operations of the Authority, including such matters as employment of personnel, coordination of activities connected with the Permit, maintenance of records, and provision of assistance to member governing bodies in connection with Permit compliance and related activities. The administrator

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shall develop recommendations for action by the Executive Committee, and, on issues requiring Board action, for recommendation by the Executive Committee.

The terms of the members of the Executive Committee shall be three years, beginning on October 1 of the year in which elected to the Executive Committee, with staggered terms. To implement such staggered terms, from the date of election by the Board,

--The initial terms of the first Chair ("first member") and Co-Chair ("second member") of the Executive Committee shall be three years.

--The initial terms of the first Secretary ("third member") and the fourth member shall be two years.

--The initial term of the fifth member of the Executive Committee shall be one year.

Upon expiration of each term, the Board of Directors shall receive recommendations from the Nominating Committee and shall elect new officers for the Executive Committee. Vacancies occurring in the Executive Committee shall be filled by the Board of Directors of the Authority.

Action may be taken by the Executive Committee without a meeting, provided all committee members are notified twenty-four (24) hours in advance of any polling or action and there is consent of a majority of the membership of the Executive Committee. Such consent shall be confirmed in writing within seventy-two (72) hours of such decision.

The Executive Committee shall report its activities and transactions at the next following regular meeting of the Board of Directors.

Without limiting the authority of the Executive Committee, said Committee shall have the following specific authority, with such additional authority as is necessary to implement the performance of the following activities:

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- a. To engage personnel or services deemed necessary to perform the function of the Authority, consistent with the approved budget, under such terms and conditions as it shall prescribe;
- b. To organize the Board of Directors into such committees or other groups as will in its judgment serve to efficiently accomplish the purposes or ends for which the Authority was established and created under law (such committees may include, in an advisory capacity, persons other than members of the Board of Directors);
- c. To designate such programs of study and research as will promote the purposes for which the Authority was established and created;
- d. To publish such records, reports or findings, in writing, as may in its judgment be of use or value to the public or other interested party or parties;
- e. At the annual meeting of the Board in each fiscal year, the Executive Committee shall provide a summary of the Authority's activities during the current calendar year;
- f. To make application for and to accept on behalf of the Authority any funds, gifts, donations, assistance or governmental grants, under such conditions as it shall deem appropriate, not inconsistent with the power of the Authority, as prescribed by law;
- g. To recommend, not later than the March quarterly meeting of each fiscal year, the proposed fee structure method and the approximate amount of revenue to be collected by the method selected, for the following fiscal year, and, no later than the June quarterly meeting of each year, the Authority's annual budget for the following fiscal year, in order that member governing bodies may adopt and transmit any revised instructions concerning

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fees for the following fiscal year to the Tax Assessor and Tax Collector by no later than July 31 of the current fiscal year (as directed by the Tax Collector).

Matters not delegated to the Executive Committee, including election of officers, amendment of the Bylaws or Articles of Incorporation, rulemaking procedures, and approval of the annual budget, shall be determined by the Board of Directors.

Section 7. Rulemaking Procedures. As used herein, "Rule" shall have the meaning set forth in §11-89C -2(6) of the Act, as the same may be from time to time amended. As of the date of adoption of these Bylaws, "Rule" means any regulation or standard of general applicability of the Authority which prescribes or recommends law, procedure or policy to be adopted by the member governing bodies of the Authority, specifically including all pro forma ordinances, regulations, resolutions, rules, procedures or remedies for such member governing bodies. In development of any Rule of the Authority, or procedures for the enforcement of such, the Authority shall follow the procedures set forth in the Act in §11-89C-4(b), as the same may be from time to time amended. As of the date of adoption of these Bylaws, the Act requires that the Authority's procedures include all of the following:

a. Set a date and time for a public hearing and afford the public and interested parties an opportunity to offer written comments, and to present testimony and evidence in support of their respective positions as to the proposed resolutions, ordinances, remedies, or procedures, and to have counsel to represent them at their own expense. The Board of Directors shall consider fully all written and oral submissions presented. At the conclusion of the public hearing and any continuation thereof, the Board of Directors may modify or withdraw such proposals, or may adopt such pro forma resolutions, ordinances,

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remedies, or procedures which are reasonable and supported by evidence from the proposal itself, the public comments submitted thereupon and the public hearing record and which shall be thereafter presented to the member governing bodies for their consideration. Adoption of any Rule shall require an affirmative vote of at least two thirds (2/3) (initially this number is sixteen) of the members of the Board of Directors. Upon adoption of a Rule, the Authority shall issue a statement reflecting the reasoning and evidence supporting adoption of the Rule and an explanation for rejecting the evidence or assertions made urging that the Rule be modified or not adopted.

b. Give notice of the hearing by publishing in a newspaper of general circulation published within the counties in which the member governing bodies exist, at least 30 days prior to the date of the hearing, stating the date, time and location of the hearing, and including either the terms or the substance of the proposals to be considered or a description of the subjects and issues involved, the address of the location where copies of the proposed resolution, ordinances, remedies and procedures may be inspected or copies thereof obtained, and the manner in which interested persons may present their views thereon. Every proposed Rule shall be accompanied by a thorough statement identifying and explaining the purpose and support for its adoption. The notice shall also be mailed to all persons who pay in advance the cost of the mailing and who have made timely request of the corporation in advance for advance notice of any such hearings.

c. Make available for public inspection and copying, at a charge of \$.25/page or such amount as the Executive Committee may establish from time to time, any

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such proposed resolutions, ordinances, remedies, and procedures at least thirty (30) days prior to the hearing.

Section 8. Officers. The officers of the Authority shall hold office until their successors are chosen and qualified in their stead. No member shall simultaneously hold than more than one office (Chair, Co-Chair, Secretary). Any officer elected or appointed by the Board may be removed at any time by the affirmative vote of two-thirds of the members of the Board. Their duties shall be as follows:

a. **Chair.** The Chair of the Executive Committee is also Chair of the Board of Directors. He/she shall preside at all meetings of the Board and see that all orders and recommendations of the Board are carried into effect. The Chair shall be available for the administrator to consult between meetings of the Executive Committee, in order to carry out the day-to-day management of the Authority. Decisions reached as a result of such consultation shall be reported to the Executive Committee at its next meeting. The Chair shall execute all contracts of the Authority. The Chair shall recommend appointments to all committees of the Authority, except the Executive Committee, subject to the approval of the Executive Committee. The Chair shall oversee or provide for recordation of minutes of all proceedings of the Board of Directors and Executive Committee in book(s) to be kept for that purpose. The Chair shall give, or cause to be given, notice of all meetings of the Board. The Chair shall also keep in safe custody the seal of the Authority and shall affix the same to any instrument requiring it and shall attest it. The Chair shall be the custodian of all funds of the Authority and shall withdraw and expend the same from time to time in accordance with the budget approved by the Board of Directors. He/she shall perform such other duties as may be prescribed by the Board.

b. **Co-Chair.** The Co-Chair of the Board of Directors shall have the same powers and duties as the Chair except that he/she shall exercise such powers and duties, and preside at meetings of the Board, only in the absence of or unavailability of the Chair. The signature of either the Co-Chair or the Chair on contracts, bonds and obligations of the Authority shall be sufficient.

c. **Secretary.** The Secretary of the Board of Directors shall be an officer of the Board and shall preside at meetings in the absence of the Chair and Co-Chair.

Section 9. Duties of Officers May Be Delegated. In case of the absence of any officer of the Authority or for any other reason that the Board may deem sufficient, the Board may delegate, for the time being, the powers and duties, or any of them, of such officer, to any other officer, provided that a majority of the entire Board concur therein.

Section 10. Funds and Checkwriting Authority.

a. The Authority may enter into an agreement with the Jefferson County Finance Department to act as custodian of the Authority's funds and to write such checks, transfer such funds and make such payments as may be directed pursuant to such agreement. The Authority may in such agreement specify procedures for authorization of such checks, transfers and payments by designated officer(s) and/or employees of the Authority.

b. The Authority may not make gifts, donations, or contributions to any person, firm, corporation, association or any other entity.

Section 11. Fiscal Year. The fiscal year shall begin on October 1 and end on September 30 of the following year. The fee structure for each member governing body shall

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be adopted by the Authority no later than March 31 of each year. The Authority's annual budget for the upcoming fiscal year shall be approved by September 15 of each year.

Section 12. Notices.

a. Whenever, under the provisions of these Bylaws, notice is required to be given to any member of the Board of Directors, such notice may be given to him/her in person, by mail, by telephone, by facsimile transmission, or by certified or registered mail mailed to his/her address as it appears in the records of the Authority.

b. Any member of the Board of Directors may waive any notice required to be given under these Bylaws, either before or after the meeting of which notice is required to be given. Such waiver shall be confirmed in writing.

Section 13. Amendments. These Bylaws may be altered or amended by the affirmative vote of a majority of the members of the Board of Directors at any regular meeting of the Board, or at any special meeting of the Board if at least ten (10) days' notice is provided of the proposed alteration or amendment in the notice of such meeting.

Section 14. Seal. The Authority's seal shall have inscribed thereon the name of the Authority and the words "CORPORATE SEAL".

Section 15. Parliamentary Procedures. In all cases (1) where not inconsistent with these Bylaws and any special rules of order the Authority may adopt, and (2) where applicable, the rules contained in the current edition of Robert's Rules of Order, Newly Revised, shall govern the Authority.

Section 16. Member Governing Bodies.

a. Adoption of Ordinances and Resolutions. To maintain membership herein, a member governing body shall adopt such ordinances and resolutions as may be adopted by the Authority as Rules following the rule-making procedure described herein. Each member governing body shall satisfy all statutory requirements applicable to it for adoption of ordinances or resolutions, as applicable, before adopting any such Rule. Adoption by a member governing body of any ordinance or resolution recommended by the Board or authorized by the Act shall require an affirmative vote of at least a majority of the members of the council or commission authorized to adopt such ordinances or resolutions in the governing body.

b. Financial Support. Each member governing body shall, no later than July 31 of an applicable year, adopt and forward to the Authority and to the Jefferson County Tax Collector an ordinance and/or resolution directing the Jefferson County Tax Collector to collect and to forward, during the upcoming fiscal year, such member governing body's required annual financial support (pursuant to the fee structure voted by the Authority) for the upcoming fiscal year to the Authority. The administrator shall provide to the Board, quarterly in December, March, June and September of each year, information provided by the Tax Collector on the payments collected on behalf of each member governing body.

c. Continued Membership. Members of governing bodies shall follow all Rules, pro forma ordinances and resolutions, and enforcement procedures adopted by the Board of Directors, in order for the Authority to achieve a uniform, consistent and cost-effective stormwater program. Deviation from such Rules, pro forma ordinances and resolutions and enforcement procedures will result in termination of such member governing body from membership in the Authority, pursuant to procedures to be adopted by the Board of Directors

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and which shall provide notice of such deviation and a reasonable opportunity to comply. Such procedures may be adopted as an amendment to these Bylaws. In the event of such termination, the Executive Committee shall determine the amount of any refund to be provided to such terminated member governing body from fees collected by the Tax Collector on behalf of such member governing body.

Section 17. Membership and Withdrawal.

a. The members of the Authority are, as of the date of adoption of these Bylaws: the City of Adamsville, the City of Bessemer, the City of Birmingham, the City of Brighton, the City of Brookside, the City of Fairfield, the City of Fultondale, the City of Gardendale, the City of Graysville, the City of Homewood, the City of Hoover, the City of Hueytown, the City of Irondale, the City of Leeds, the City of Lipscomb, the Town of Maytown, the City of Midfield, the City of Mountain Brook, the City of Mulga, the City of Pleasant Grove, the City of Tarrant, the City of Trussville, the City of Vestavia Hills, and the Jefferson County Commission.

b. A member governing body which desires to withdraw from the Authority must provide notice of such withdrawal by adopting an ordinance or resolution, in accordance with law, no later than January 15 of a fiscal year, which notice shall become effective on October 1 of the next year.

c. A governing body as defined in the Act which desires to join the Authority and to comply with all requirements for membership as set forth herein shall, no later than January 15 of a fiscal year, adopt in accordance with law and submit to the Board of Directors an ordinance or resolution in form satisfactory to the Board of Directors, requesting

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to become a member governing body in the Authority, indicating its intent to abide by these Bylaws, and authorizing its Mayor (if a city) or commissioner (if a county) to serve as a member of the Board of Directors of the Authority. The Board of Directors shall promptly act on such request, generally at its March meeting, in order that the applicant governing body may be admitted effective October 1 of the next fiscal year.

Section 18. Employees.

a. The Authority shall use the Jefferson County Personnel Board to engage personnel to serve as the classified employees of the Authority (including the administrator or executive director of the Authority). Salaries and benefits shall be in accordance with the Jefferson County Personnel Board or the governing body from which the classified employee is assigned.

b. The Authority may employ individuals directly or indirectly through loaned, detailed or assigned employees from the member governing bodies or other entities.