

STATE OF ALABAMA)

JEFFERSON COUNTY) November 14, 2012

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

District 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 Knight that the Minutes of October 23, 2012, be approved. Voting "Aye" Stephens, Knight, Brown and Carrington.

The Commission met in Work Session on November 8, 2012, and approved the following items to be placed on the November 14, 2012, 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 20, excluding Item 12-A.
- Commissioner Carrington, Administrative Services Committee - Items through .
- Commissioner Knight, Land Planning and Development Services, Emergency Management Agency, Board of Registrars and Courts, Inspection Services Committee Items 1 through 13.
- Commissioner Stephens, Finance & Information Technology Committee Items 1 through 23.
- Addendum Items 3 through 9 were added to the Regular Commission Meeting Agenda.

Commissioner Bowman asked that the County Attorney's office research to see if there has been a violation of the Alabama Constitution regarding the recent sewer rate restructure.

Commissioner Carrington asked the Commissioners opinion regarding changing the Committee Meetings to the first and third Wednesday of the month. Motion was made by Commissioner Knight seconded by Commission Stephens to make this change. Voting "Aye" Knight, Stephens, Bowman, Brown and Carrington. (A resolution will be added to the agenda regarding the change.)

County Manager, Tony Petelos presented an additional Staff Development item be added to the agenda and was approved by the Commission.

A Public Hearing was held to receive comments on the request from AnnStan, Inc. to vacate a portion of the road right of way of 2nd Street N.W. and 20th Avenue in the Center Point area to better utilize their property.

Nov-14-2012-895

WHEREAS, AnnStan, Inc are/is the owner(s) of the land abutting the following described road right-of-way, situated in Jefferson County, Alabama, to-wit:

DESCRIPTION OF PROPERTY TO BE VACATED:

Part of 2nd Street and part of 20th Avenue N.W. lying in the NW ¼ of the SW ¼ of Section 18, Township 16 South, Range 1 West, Jefferson County, Alabama, and being more particularly described as follows:

Commence at the SW corner of the NW ¼ of the SW ¼ of Section 18, Township 16 South, Range 1 West and run easterly along the south line of said ¼ - ¼ Section 1323.61 feet; thence turn left 89°06'04" and run northerly 2.95 feet to the centerline of 20th Ave N.W.; thence turn left 90°04'57" and run westerly along said centerline 174.92 feet; thence turn right 90° and run northerly 35.00 feet to the Point of Beginning of herein described right-of-way to be vacated ; thence turn right 90° and run easterly 115.02 feet to the Point of Beginning of a curve to the left having a radius of 35.00 feet, and a central angle of 89°55'03"; thence run northeasterly along the arc of said curve 54.93 feet; thence run northerly along the extended tangent of said curve and along a line lying 25 feet westerly of and parallel to the current centerline 2nd Street N.W. a distance of 134.08 feet; thence turn left 90°59'06" and run westerly 23.9 feet, more or less, to the NE corner of Lot B according to A Resurvey of Lots 10 and 11, Block 2, Sun Valley as recorded in Map Book 112, Page 47 in the Probate Office of Jefferson County, Alabama; thence run southerly along the easterly line of said Lot B a distance of 101.42 feet to the Point of Beginning of

a curve to the right having a radius of 50 feet and a central angle of 90°11'; thence run southwesterly along the arc of said curve and said lot line a distance of 78.7 feet to the end of said curve; thence run westerly along the southerly line of said Lot B a distance of 80.18 feet to the SW corner of said Lot B; thence turn left and angle and run southeasterly along a straight line 16.41 feet, more or less, to the Point of Beginning and the end of this vacation.

WHEREAS, the above owner(s) are desirous of vacating said tract of land described above and requests that the assent of the County Commission of Jefferson County, Alabama, be given as required by law in such cases:

That after vacation of the above described tract of land located as above described, and all public rights and easements therein, convenient means of ingress and egress to and from the property will be afforded to all other property owners owning property in or near the tract of land embraced in said map, plat or survey by the remaining streets, avenues or highways dedicated by said map, plat or survey.

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, that it assents and it does hereby assent to said, AnnStan, Inc., the tract of land as above described and that the above-described property be and the same is hereby vacated and annulled, and that all public rights and easements therein divested of the property; subject, however, to all existing rights-of-way or easements for public utilities and to all utility facilities presently situated in said area vacated subject to this provision. A check in the amount of \$100 has been received for administrative fees.

Motion was made by Commissioner Stephens seconded by Commissioner Knight that the above resolution be adopted. Voting "Aye" Stephens, Knight and Carrington. Commissioner Brown was not in Commission Chambers for this vote.

Nov-14-2012-896

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

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

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

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

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

Z-2012-020 Rustmark, LLC, owners; Russell Luccasen, agent. Change of zoning on Parcel ID#s 42-17-3-0-2 & 5, and 42-18-4-0-1 & 2.1 in Sections 17 and 18 Twp 20 Range 4 West from A-1 (Agriculture) to R-2 (Single Family) for a single family residential subdivision. (Case Only: 4424 Staggs Road, Bessemer, AL 35022) (LOVELESS PARK)(83 Acres M/L)

RESTRICTIVE COVENANTS: 1. The development shall not exceed the density allowed under an E-2 (Estate) zoning classification; 2. the development shall fully comply with the Jefferson County Floodplain Management Ordinance, including no residential structures to be constructed in the floodplain; 3. construction plans shall be required for approval by the Department of Roads & Transportation for a right turn lane on Pocahontas Road, in accordance with the specifications of said Department; and 4. prior to any further work or activity commencing on the property, plans for addressing access issues at what is now Staggs Road must be submitted to and approved by the Department of Roads & Transportation.

Motion was made by Commissioner Stephens seconded by Commissioner Knight that Z-2012-020 be approved subject to filing of covenants. Voting "Aye" Stephens, Knight and Carrington. Commissioner Brown was not in Commission Chambers for this vote.

Z-2012-022 SAIIA Construction Company, LLC, owner; Joseph Saiia, agent. Change of zoning on Parcel ID#s 22-11-4-1-8 and 8.1 in Section 11 Twp 17 Range 3 West from R-6 (Single Family) to I-2 (Heavy Industrial) for compliance for storage of construction equipment in conjunction with an existing construction company. (Case Only: 4224 and 4230 Lewisburg

Road; Birmingham, AL 35207) (LEWISBURG) (5.8 Acres M/L)

RESTRICTIVE COVENANTS: 1. A landscape stip consisting of trees and scrubs shall be installed along the existing fence parallel to Lewisburg Road; 2. construction plans for any and all improvements to the property shall be submitted for approval by all appropriate County departments and agencies; and 3. the subject property shall only be utilized for access and the storage of construction equipment.

Motion was made by Commissioner Stephens seconded by Commissioner Knight that Z-2012-022 be approved subject to filing of covenants. Voting "Aye" Stephens, Knight, Brown and Carrington.

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

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

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

Motion was made by Commissioner Stephens seconded by Commissioner Brown that Z-2012-023 be approved subject to filing of covenants. Voting "Aye" Stephens, Brown, Knight and Carrington.

Z-2012-024 Otis R. Robinson, owner; Freddy L. Hunt, agent. Change of zoning on Parcel ID# 7-6-0-0-10 in Section 6 Twp 15 Range 3 West from A-1 (Agriculture) to I-3(S)(Strip Mining) for a retention pond for an existing strip mining operation. (Case Only: 2600 Warrior Jasper Road, Warrior, AL 35180)(SLOAN MOUNTAIN) (3.8 Acres M/L)

RESTRICTIVE COVENANTS: A copy of the permit as approved by the Alabama Surface Mining Commission shall be submitted to the office of Land Planning and Development Services.

Motion was made by Commissioner Stephens seconded by Commissioner Brown that Z-2012-024 be approved subject to filing of covenants. Voting "Aye" Stephens, Brown, Knight and Carrington.

Z-2012-021 Louana Trading Company, owner; Joe Brown, agent. Change of zoning on Parcel ID# 21-25-3-0-2 in Section 25 Twp 17 Range 4 West from I-3 (Industrial) to I-2(A) (Industrial) for a metal processing, recycling, and distribution facility (not open to the public). (Case Only: 1736 Mulga Loop Road, Birmingham, AL 35224) (MINOR) (8.4 Acres M/L)

Motion was made by Commissioner Brown seconded by Commissioner Knight that Z-2012-021 be denied. Voting "Aye" Brown, Knight and Carrington. Commissioner Stephens abstained.

Nov-14-2012-897

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Jefferson County Commission shall meet when necessary on the first and third Wednesday of the month and at other times as called by the respective Committee Chairs.

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

Nov-14-2012-898

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the reappointment of Joseph White to serve on the Jefferson County Planning and Zoning Board, for a four (4) year term beginning upon approval and ending December 15, 2016, be and hereby is approved.

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

Nov-14-2012-899

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the reappointment of Taylor Burton to serve on the Jefferson County Board of Zoning Adjustments, for a three (3) year term beginning upon approval and ending December 31, 2015, be and hereby is approved.

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

Nov-14-2012-900

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of Daniel White to serve on the Jefferson County Vacation Leave Bank Committee, beginning upon approval for a term of three (3) years to end August 31, 2015, be and hereby is approved.

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

Nov-14-2012-901

WHEREAS, both pumps in the Cunningham Creek No. 2 pump station failed as a result of a bearing failure and a damaged impeller causing the pump station to be inoperable, and

WHEREAS, if repairs were not immediately initiated, this lack of pumping ability posed a threat to the health, safety, convenience and welfare of the community and would have caused regulatory violations.

NOW THEREFORE BE IT BY THE JEFFERSON COUNTY COMMISSION that pursuant to the Alabama competitive bid law statute § 41-16-53 an emergency existed, therefore suspending the usual and customary requirements of said bid law. In light of said emergency, the Commission President is authorized to pay Baird Contracting Company, Inc., 276 Snow Drive, Birmingham, AL 35209 on a time and material basis to repair the Cunningham Creek No. 2 (Red Hollow) Pump Station and return the pump station to a state of reliable operation. This payment is based on documentation dated 9/24/2012.

BAIRD CONTRACTING CO., INC.
276 SNOW DRIVE
BIRMINGHAM, AL 35209
INVOICE

Invoice Date: 9/24/12

Jefferson County, Alabama
Courthouse
Birmingham, AL 35263

Re: Jefferson County Environmental Services

Attn: Brian Rohling

Project: Emergency Repairs to Red Hollow Pump Station (Located on Demco Road) \$57,754.87

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

Nov-14-2012-902

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby acknowledges its understanding of the following described matter and approves or ratifies the action of LORREN OLIVER as Director of the Personnel Board of Jefferson County.

Amendment No. II to the Agreement with Infor (US), Inc. to provide annual maintenance and support for Infor (Lawson) Software for the period December 1, 2012 - November, 30, 2013 in the amount of \$109,685.03

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

WHEREAS, the Jefferson County Commission provides health, mental health and substance abuse benefits to its employees who may purchase either single or family coverage; and

WHEREAS, it is the policy of the Jefferson County Commission to provide identical benefits to dependents as are provided to employees when family coverage is purchased.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Manager is hereby authorized and directed to ensure that the County's health, mental health and substance abuse plans and benefits provide for parity of coverage between dependents and employees when family coverage is purchased. The County Manager shall be guided by industry standards in making such determination.

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

JEFFERSON COUNTY COMMISSION

Finance Department

Unusual Demands

11/13/2012

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	Doc No
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PETTY CASH JEFFERSON REHAB & HEALTH CENTER	CO HOME: GENERAL ADMIN	127.95	1900064368
DISTRICT 1	1000193	JEFFERSON CO TREASURER	POSTAGE FOR SEWER BILLING MAIL OUT	GEN SVCS: ADMIN	36.48	1900064484
*DISTRICT 1					164.43	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CDL RENEWAL & TEST FEES (LEDBETTER) WHISTLE	R&T: HWAY MAINT-BESS	59.96	1900064503
DISTRICT 2	1000193	JEFFERSON CO TREASURER	26 GAUGUE METEL SHEETS FOR ROOF REPAIR	R&T: HWAY MAINT-KETONA	209.47	1900064671
DISTRICT 2	1000193	JEFFERSON CO TREASURER	INSULATION FOAM, TOOL SET, SAW BLADE, STEEL ROOF	R&T: HWAY MAINT-KETONA	249.49	1900064523
DISTRICT 2	1000193	JEFFERSON CO TREASURER	HERBICIDE LICENSE PERMIT FEE (S. CATO-BESS)	R&T: HWAY MAINT-BESS	90.00	1900064613
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CDL FINGERPRINT FEE & 26 GAUGE METEL ROOF	R&T: HWAY MAINT-KETONA	182.80	1900064803
*DISTRICT 2					791.72	
DISTRICT 3	1000734	REAL ESTATE RESEARCH CORP	RERC REAL ESTAE REPORT HARD COPY	BD OF EQUAL - BHAM STATE	500.00	1900064809
DISTRICT 3	1000832	DONALD R MCALLISTER	LOCAL MILEAGE	BD OF EQUAL - BHAM STATE	155.52	1900064487
*DISTRICT 3					655.52	
DISTRICT 4	1000193	JEFFERSON CO TREASURER	PETTY CASH FOR MILEAGE FOR EDUCATION PROGRAM TO HB	STORMWATER MGT AUTH INC	17.42	1900064519
DISTRICT 4	1000193	JEFFERSON CO TREASURER	MISC SUPPLIES/KEYS PER RECEIPTS	LAND DEVELOPMENT	28.12	1900064383
DISTRICT 4	1000193	JEFFERSON CO TREASURER	PETTY CASH FOR MILEAGE FOR EDUCATION PROGRAM TO LY	STORMWATER MGT AUTH INC	19.85	1900064520
DISTRICT 4	1006486	MOUNTAIN BROOK FIRE DEPT	11SMA - MOUNTAIN BROOK MED REIMBURSEMENT	EMA	4,506.50	1900064377
DISTRICT 4	1020923	ALABAMA FIRE COLLEGE	11SMA - HOMEWOOD MEDIUM RESCUE	EMA	1,375.00	1900064839
*DISTRICT 4					5,946.89	
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SOLENOID VALVE;	ES: VILLAGE ELEC SHOP	453.60	1900064787
DISTRICT 5	1000193	JEFFERSON CO TREASURER	OIL FILTERS, AIRCHUCK AND BUNGEE CORDS	ES: TURKEY CREEK WWTP	37.47	1900064483
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CDL RENEWAL, WASTEWATER CERTIFICATION RENEWAL	ES: SANITATION ADMIN	70.00	1900064568
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CDL;BUSHING;HAY;SHOVEL;WIRE;RE-CERT;BATTERY;SCREWS	ES: FIVE MILE CREEK WWTP	302.88	1900064381
DISTRICT 5	1000193	JEFFERSON CO TREASURER	APC BATTERY BACK-UPS	ES: VILLAGE ELEC SHOP	476.68	1900064386
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BOLTS,SHIPPING,FILTERS	ES: VILLAGE MAINTSHOP	569.28	1900064518
DISTRICT 5	1000193	JEFFERSON CO TREASURER	ACCORDION FILES, RELAY FOR HVAC SYSTEM	ES: VILLAGE CREEK WWTP	30.95	1900064570
DISTRICT 5	1000193	JEFFERSON CO TREASURER	KEY;COIL CLNR;PIPE CLAMP PROBE;	ES: VILLAGE ELEC SHOP	451.29	1900064384
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PE LICENSE RENEWAL	ES: SANITATION ADMIN	45.00	1900064474
DISTRICT 5	1000193	JEFFERSON CO TREASURER	RAT POISON,BLACK TAPE,HACKSAW BLADES,BANDSAW BLADE	ES: PACKAGE WWTP/ PUMP ST	290.69	1900064469
DISTRICT 5	1000193	JEFFERSON CO TREASURER	TUBING SENSOR ADEM RENEWAL FUSES SHIPPING IGNITOR	ES: VALLEY CREEK WWTP	527.31	1900064382
DISTRICT 5	1000193	JEFFERSON CO TREASURER	VALVES FLAPPER GEL SWITCH COP TUBING WATER REMOVAL	ES: VALLEY CREEK WWTP	924.19	1900064615
DISTRICT 5	1000193	JEFFERSON CO TREASURER	TRANSFORMER;PLUGS;UNICAM;	ES: VILLAGE ELEC SHOP	286.59	1900064385
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SUPPLIES FOR BATHROOM CLEANUP	ES: LEEDS WWTP	5.15	1900064759
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CAPSCREW;BEARINGS;STEEL;METAL PIPE;COUPLINGS;	ES: FIVE MILE MAINT SHOP	445.84	1900064772
DISTRICT 5	1000193	JEFFERSON CO TREASURER	WASTEWATER GRADE 1C CERTIFICATION-BRYAN BLACKMON	ES: SANITATION ADMIN	40.00	1900064750
DISTRICT 5	1000193	JEFFERSON CO TREASURER	REIMBURSEMENT TO EMPLOYEES	PER BD: TRAINING	85.07	1900064751
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PUMP, CONDENSATE, 115V	ES: BARTON LAB	120.69	1900064810
DISTRICT 5	1000193	JEFFERSON CO TREASURER	GAS;CED;MODULE LOAD;FILTER;COIL;FUSE;TIMER;	ES: VILLAGE ELEC SHOP	407.73	1900064793
DISTRICT 5	1000193	JEFFERSON CO TREASURER	KEY;ELEV.CERTIF;BATTERY;CONNECTOR;SLEEVES;COUPLING	ES: FIVE MILE CREEK WWTP	404.16	1900064797
DISTRICT 5	1000193	JEFFERSON CO TREASURER	THERMOSTAT FOR BLOWER	ES: CAHABA RIVER WWTP	62.38	1900064816
DISTRICT 5	1030359	DANNY HAMPTON	DANNY HAMPTON HEALTH PREMIUM REFUND	HUMAN RESOURCES ADMIN	669.27	1900064332
DISTRICT 5	1030361	KRISTINA BAUER	ASSESSOR-DRISTINABAUERT-2012FIRELIEUTROLEPLAY	PER BD: TESTING	75.00	1900064624
DISTRICT 5	1030362	SARA CARNICOM	ASSESSOR-SARACARNICOM-2012FIRELIEUTROLEPLAY	PER BD: TESTING	87.00	1900064625
DISTRICT 5	1030363	KATELYN CAVANAUGH	ASSESSOR-KATELYNCAVANAUGH-2012FIRELIEUTROLEPLAY	PER BD: TESTING	75.00	1900064626
DISTRICT 5	1030364	ERICA DREW	ASSESSOR-KATELYNCAVANAUGH-2012FIRELIEUTROLEPLAY	PER BD: TESTING	25.00	1900064627
DISTRICT 5	1030365	AMY EITAPENCE	ASSESSOR-AMYEITAPENCE_2012FIRELIEUTROLEPLAY	PER BD: TESTING	102.00	1900064628
DISTRICT 5	1030366	KAREN GRAB	ASSESSOR-KARENGRAB-2012FIRELIEUTROLEPLAY	PER BD: TESTING	98.11	1900064629
DISTRICT 5	1030367	KAITLIN JONES	ASSESSOR-KAITLINJONES-2012FIRELIEUTROLEPLAY	PER BD: TESTING	148.12	1900064630
DISTRICT 5	1030368	ELIZABETH SANZ	ASSESSOR-ELIZABETHSANZ-2012FIRELIEUTROLEPLAY	PER BD: TESTING	93.01	1900064631
DISTRICT 5	1030369	EMILY SHINDLEDECKER	ASSESSOR-EMILYSHINDLEDECKER-2012FIRELIEUTROLEPLAY	PER BD: TESTING	90.61	1900064632
DISTRICT 5	1030371	VICKY DEAN VICKY DEAN	RETIREE MEDICAL PREMIUM REFUND	HUMAN RESOURCES ADMIN	943.36	1900064485
*DISTRICT 5					8,443.43	
**					16,001.99	

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

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 10/09/12 -10/15/12

1. JEFFERSON REHABILITATION AND HEALTH CENTER FROM QUALITY PLUS MEDICAL SERVICE, PELHAM, AL, CONTRACT EXTENSION FOR OXYGEN SERVICE FOR THE PERIOD OF 10 0 1 /12 - 12/31/12. NEW BID (14-13) IS IN PROGRESS. REFERENCE BID # 214-09 \$24,439.97 TOTAL FORECASTED BY DEPARTMENT
2. ALL JEFFERSON COUNTY DEPARTMENTS FROM BERNEY OFFICE SOLUTIONS, MONTGOMERY, AL, TO EXTEND CONTRACT FOR COPIER MAINTENANCE FOR THE PERIOD OF 10/01/12 - 12/31/12. PURCHASING DIVISION CURRENTLY WORKING ON BID DOCUMENT. REFERENCE BID # 205-09
3. ALL JEFFERSON COUNTY DEPARTMENTS FROM STEWART ORGANIZATION, BIRMINGHAM, AL, TO EXTEND CONTRACT FOR COPIER MAINTENANCE FOR THE PERIOD OF 10/01/12 - 12/31/ 12. PURCHASING DIVISION CURRENTLY WORKING ON BID DOCUMENT. REFERENCE BID # 205-09
4. ENVIRONMENTAL SERVICES: VALLEY CREEK WWTP FROM POLYDYNE INCORPORATED, ATLANTA, GA, CONTRACT RENEWAL FOR OPEN PURCHASE ORDER FOR DRY BEADED POLYMER ON AS NEEDED BASIS FOR THE PERIOD OF 10/01/12 - 9/30/13. SCHEDULED FOR REBID IN FY2014. SAP PURCHASE ORDER # 2000068230 \$103,000.00 TOTAL REFERENCE BID # 149-11
5. ENVIRONMENTAL SERVICES: VALLEY CREEK WWTP FROM FILTER SERVICE COMPANY, TUSCALOOSA, AL, TO PURCHASE TURBLEX BLOWER AND HVAC FILTERS FOR THE PERIOD OF 6/14/12 - 6/13/13. SAP PURCHASE ORDER # 2000068222 \$6,183.04 TOTAL REFERENCE BID # 105-11
6. ENVIRONMENTAL SERVICES: VILLAGE ELECTRICAL SHOP FROM MAYER ELECTRIC, BIRMINGHAM, AL, OPEN PURCHASE ORDER FOR ELECTRICAL SUPPLIES (MAINTENANCE AND REPAIR OF VALVE ACTUATOR) ON AS NEEDED BASIS FOR THE PERIOD OF 6/12/12 - 6/11/13. SAP PURCHASE ORDER # 2000068219 \$20,000.00 TOTAL REFERENCE BID # 92-10
7. COOPER GREEN MERCY HOSPITAL (JOPC ADMINISTRATION) FROM RURAL METRO. BESSEMER, AL, CONTRACT RENEWAL FOR AMBULANCE SERVICE FOR COOPER GREEN MERCY HOSPITAL, FAMILY COURT, JEFFERSON REHABILITATION AND HEALTH CENTER FOR THE PERIOD OF 10/01/12 - 9/30/13. SCHEDULED FOR REBID IN FY2014. REFERENCE BID # 5-11 \$79,698.96 TOTAL FORECASTED BY DEPARTMENT
8. ACKNOWLEDGMENT FOR SHERIFF DEPARTMENT: BIRMINGHAM JAIL CORRECTIONS FROM YARBROUGH COMPANIES, BIRMINGHAM, AL, FOOD CONTRACT FOR THE JEFFERSON COUNTY JAIL FOR TILE PERIOD OF 6/01/12 - 05/31/14. (2ND YEAR OF THREE (3) YEAR CONTRACT) SAP PURCHASE ORDER # 2000068134 \$795,000.00 TOTAL CLARITY CONTRACT # CON-00004076
9. GENERAL SERVICES ADMINISTRATION FROM KONE INCORPORATED, BIRMLNIGHAM. AL. PURCHASE ORDER FOR ELEVATOR MAINTENANCE AND REPAIR. SAP PURCHASE ORDER # 2000068090 \$6,310.00 TOTAL REFERENCE BID - 138-10
10. ROADS AND TRANSPORTATION BESSEMER HIGHWAY MAINTENANCE FROM HANSON PIPE AND PRODUCTS, BIRMINGHAM, AL, OPEN PURCHASE ORDER FOR CONCRETE PIPE ON AS NEEDED BASIS FOR TILE PERIOD OF 10/01/12 - 9/30/13. SAP PURCHASE ORDER # 2000068198 \$40,000.00 TOTAL REFERENCE BID - 86-12
11. ROADS AND TRANSPORTATION: HIGHWAY MAINTENANCE BESSEMER FROM UNIVERSAL SEED AND SUPPLY. BIRMINGHAM, AL, FOR FY13 PURCHASE ORDER FOR SEED AND FERTIUIJ21ER. "RENEWAL APPROVED BY COMMISSION ON 3/12/2012 FOR THE PERIOD OF 6/14/2012 TO 613 2013. SCHEDULED FOR REBID IN FY2014. SAP PURCHASE ORDER # 2400068199 \$25,000.00 TOTAL REFERENCE BID # 101-11
12. ROADS AND TRANSPORTATION: HIGHWAY MAINTENANCE BESSEMER FROM HELENA CHEMICAL, SELMA, AL, FOR FYI 3 PURCHASE ORDER FOR HERBICIDE. "RENEWAL APPROVED BY COMMISSION ON 3/12/2012 FOR THE PERIOD OF 10/01/2012 TO 9/30/2013. SCHEDULED FOR REBID IN FY2015. SAP PURCHASE ORDER # 2000068241 \$75,000.00 TOTAL REFERENCED BID#3-12
13. ROADS AND TRANSPORTATION DEPARTMENT FROM SUNSHINE SUPPLIES, BIRMINGHAM, AL, CONTRACT RENEWAL FOR SILT FENCE AND ACCESSORIES FOR THE PERIOD OF 10/01/2012 - 9/30/2013. REFERENCE BID # 5-12 HISTORICAL COST \$6,200.00 TOTAL
14. GENERAL SERVICES DEPARTMENT FROM ELECTION SYSTEMS AND SOFTWARE INCORPORATED, CHICAGO, IL, CONTRACT RENEWAL FOR ELECTION SYSTEMS SOFTWARE MAINTENANCE FOR THE PERIOD OF 12/01/2012 - 11/30/2013. SAP PURCHASE ORDER # 2000068122 \$20,847.01 TOTAL SINGLE SOURCE VENDOR, CERTIFIED BY THE STATE

For Week of 10/16/12 -10/22/12

1. ENVIRONMENTAL SERVICES: FIVE MILE CREEK WWTP FROM B & D ELECTRIC MOTOR COMPANY, BIRMINGHAM, AL, FOR PAYMENT OF PAST DUE INVOICES FOR SMALL ELECTRIC MOTOR REPAIRS PERFORMED DURING LAST

- FISCAL YEAR (11/12). SAP PURCHASE ORDER # 2000068398 \$5,283.91 TOTAL
REFERENCE BID # 185-09
2. ENVIRONMENTAL SERVICES: FIVE MILE CREEK WWTP FROM HACH COMPANY, LOVELAND, OH, PURCHASE ORDER FOR TWO (2) SAMPLERS PLUS FACTORY WARRANTY/MAINTENANCE AGREEMENT.
SAP PURCHASE ORDER # 2000068406 \$12,526.50 TOTAL
 3. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM WEIL WRECKER, BIRMINGHAM, AL, OPEN PURCHASE ORDER FOR WRECKER AND TOWING SERVICES ON AS NEEDED BASIS FOR THE PERIOD OF 10/01/12 - 9/30/13.
SAP PURCHASE ORDER # 2000068310 \$8,000.00 TOTAL REFERENCE BID # 190-11
 4. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM GOOCH PAINT & BODY INCORPORATED, BIRMINGHAM, AL, OPEN PURCHASE ORDER FOR VEHICLE BODY REPAIR ON AS NEEDED BASIS FOR THE PERIOD OF 10/01/12 - 9/30/13. SAP PURCHASE ORDER # 2000068305 \$7,000.00 TOTAL
 5. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM S & H GLASS COMPANY, BIRMINGHAM, AL, OPEN PURCHASE ORDER FOR VEHICLE GLASS REPLACEMENT ON AS NEEDED BASIS FOR THE PERIOD OF 10/01/12 - 9/30/13. SAP PURCHASE ORDER # 2000068308 \$15,000.00 TOTAL
 6. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM ACTION TIRE COMPANY, BIRMINGHAM, AL, OPEN PURCHASE ORDER FOR TIRE RECAPPING LARGE TRUCK TIRES ON AS NEEDED BASIS FOR THE PERIOD OF 10/01/12 - 9/30/13. SAP PURCHASE ORDER # 2000068292 \$40,000.00 TOTAL REFERENCE BID # 145-12
 7. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM GCR TRUCK TIRE CENTERS, BIRMINGHAM, AL, OPEN PURCHASE ORDER FOR TIRES ON AS NEEDED BASIS FOR THE PERIOD OF 10/01/12 - 9/30/13.
SAP PURCHASE ORDER # 2000068288 \$75,000.00 TOTAL STATE OF ALABAMA CONTRACT # T-106
 8. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM WINGFOOT COMMERCIAL TIRE, BIRMINGHAM, AL, OPEN PURCHASE ORDER FOR TIRES ON AS NEEDED BASIS FOR THE PERIOD OF 10/01/12 - 9/30/13.
SAP PURCHASE ORDER # 2000068291 \$125,000.00 TOTAL STATE OF ALABAMA CONTRACT # T-106
 9. ALL JEFFERSON COUNTY DEPARTMENTS FROM WRIGHT AND ASSOCIATES, BIRMINGHAM, AL, CONTRACT EXTENSION FOR OUTSIDE PRINTING SERVICE FOR THE PERIOD OF 10/01/12 - 09/30/13. PRINTING SERVICES TO BE REBID IN 2013. REFERENCE BID # 196-10
 10. ALL JEFFERSON COUNTY DEPARTMENTS FROM KONICA MINOLTA, BIRMINGHAM, AL, CONTRACT EXTENSION FOR PURCHASE/LEASE COPIER FOR THE PERIOD OF 11/01/12 -10/31/13. REFERENCE BID # 150-11
 11. ALL JEFFERSON COUNTY DEPARTMENTS FROM ECOLAB INCORPORATED, ST. PAUL, MN, CONTRACT EXTENSION FOR WAREWASHING/INSTITUTIONAL CLEANING SUPPLIES FOR THE PERIOD OF 10/01/12 - 9/30/13. CLEANING SUPPLIES TO BE REBID IN 2013 REFERENCE BID # 183-10
 12. INFORMATION TECHNOLOGY FROM CCA FINANCIAL LLC, RICHMOND, VA, FOR 2013 LEASE - EMC DISXTENDER ARCHIVE. SAP PURCHASE ORDER # 2000068274 \$11,022.48 TOTAL REFERENCE BID # 96-10
CLARITY CONTRACT # CON-00000629
 13. INFORMATION TECHNOLOGY FROM CCA FINANCIAL LLC, RICHMOND, VA, FOR 2013 LEASE - IBM BLADES CHASSIS. SAP PURCHASE ORDER # 2000068264 \$124,891.52 TOTAL REFERENCE BID # 96-10
CLARITY CONTRACT # CON-00000629
 14. INFORMATION TECHNOLOGY FROM CCA FINANCIAL LLC, RICHMOND, VA, FOR 2013 LEASE - DATA DOMAIN/ NETWORKER. SAP PURCHASE ORDER # 2000068263 \$46,131.60 TOTAL REFERENCE BID # 96-10
CLARITY CONTRACT # CON-00000629
 15. INFORMATION TECHNOLOGY FROM CCA FINANCIAL LLC, RICHMOND, VA, FOR 2013 LEASE - EMC VNX 5700 DATA STORAGE. SAP PURCHASE ORDER # 2000068260 \$72,556.92 TOTAL REFERENCE BID # 96-10
CLARITY CONTRACT # CON-00000629
 16. ENVIRONMENTAL SERVICES ELECTRICAL SHOP FROM JASPER ELECTRIC MOTOR, JASPER, AL, OPEN PURCHASE ORDER FOR LARGE ELECTRIC MOTOR REPAIRS ON AS NEEDED BASIS FOR THE PERIOD OF 10/01/12 - 9/30/13.
SAP PURCHASE ORDER # 2000068457 \$60,000.00 TOTAL REFERENCE BID # 131-12
 17. ROADS AND TRANSPORTATION HIGHWAY MAINTENANCE BESSEMER FROM VULCAN MATERIALS COMPANY, BIRMINGHAM, AL, OPEN PURCHASE ORDER FOR GRAVEL ON AS NEEDED BASIS FOR THE PERIOD OF 10/01/12 - 3/31/13. SAP PURCHASE ORDER # 2000068475 \$100,000.00 TOTAL REFERENCE BID # 91-12
 18. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM AMERICAN RED CROSS, CHARLOTTE, NC, NEW CONTRACT TO PURCHASE BLOOD AND BLOOD PRODUCTS FOR THE PERIOD OF 10/01/12 - 9/30/13. CONTRACT IS AWAITING APPROVAL BY MR. PETEOS AND COUNTY COMMISSIONERS. SAP PURCHASE ORDER # 2000068473 \$100,000.00 TOTAL CLARITY CONTRACT NO. CON-00004140 IN PROCESS

FORECASTED BY DEPARTMENT

19. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM FISHER SCIENTIFIC, ATLANTA, GA, CONTRACT EXTENSION TO PURCHASE CHEMISTRY SUPPLIES FOR CGMH FOR THE PERIOD OF 10/01/12 - 9/30/13.
SAP PURCHASE ORDER # 2000068341 \$200,000.00 TOTAL REFERENCE BID # 203-1 OR
FORECASTED BY DEPARTMENT CLARITY CONTRACT NO. CON-00001881
20. INFORMATION TECHNOLOGY FROM CCA FINANCIAL LLC, RICHMOND, VA, FOR 2013 LEASE - 8GB SAN SWITCHES - BROCADES 5320. SAP PURCHASE ORDER # 2000068271 \$38,131.76 TOTAL REFERENCE BID # 96-10
CLARITY CONTRACT # CON-00000629, STATE OF ALABAMA CONTRACT # T-600
21. INFORMATION SERVICES ADMINISTRATION FROM MOTOROLA INCORPORATED, ATLANTA, GA, FOR FYI 3 MAINTENANCE AND TOWER REPAIRS, UPS MAINTENANCE, NICE SUPPORT AND LOGGERS.
SAP PURCHASE ORDER # 2000068400 \$688,076.43 TOTAL STATE OF ALABAMA CONTRACT # T300
22. INFORMATION SERVICES ADMINISTRATION FROM A T & T MOBILITY, CAROL STREAM, IL, FOR FYI 3 CELLULAR TELEPHONES FOR VARIOUS COUNTY LOCATION. SAP PURCHASE ORDER # 2000068397 \$14,845.00 TOTAL
STATE OF ALABAMA CONTRACT # T301
23. GENERAL SERVICES: ADMINISTRATION FROM SIMPLEX GRINNELL LP, PALATINE, IL, FOR FYI 3 PURCHASE ORDER FOR FIRE ALARM SYSTEM INSPECTION, TESTING AND MAINTENANCE. SAP PURCHASE ORDER # 2000068443
\$51,943.00 TOTAL REFERENCE BID # 206-11
24. GENERAL SERVICES: ADMINISTRATION FROM KNOX PEST CONTROL, PELHAM, AL, FOR FY13 PURCHASE ORDER FOR PEST CONTROL AND INSPECTION SERVICES. SAP PURCHASE ORDER # 2000068437 \$15,744.00 TOTAL
REFERENCE BID # 204-11
25. GENERAL SERVICES: ADMINISTRATION FROM VEOLIA ES SOLID WASTE SE. MOODY, AL, FOR FYI 3 PURCHASE ORDER FOR WASTE COLLECTION AND DISPOSAL SERVICES. SAP PURCHASE ORDER # 2000068451
\$46,595.00 TOTAL REFERENCE BID # 175-10
26. INFORMATION TECHNOLOGY FROM XEROX CORPORATION, DALLAS, TX, FOR 2013 LEASE - NUVERA PRINTERS AND EXCESS PRINT. SAP PURCHASE ORDER # 2000068318 \$92,671.88 TOTAL REFERENCE BID # 43-10
27. ENVIRONMENTAL SERVICES: BARTON LABORATORY FROM SEAL ANALYTICAL INCORPORATED, MEQUON, WI, ANNUAL MAINTENANCE AGREEMENT FOR SEAL QUATRO ANALYZER.
SAP PURCHASE ORDER # 2000068294 \$8,670.00 TOTAL
28. COOPER GREEN MERCY HOSPITAL (GENERAL SERVICES) FROM LIFEGAS DIVISION OF LINDE GAS OF NORTH AMERICA, CHICAGO, IL, CONTRACT RENEWAL FOR PURCHASE ORDER OF MEDICAL GASES FOR CGMH FOR 10/01/12 - 12/06/12. RE-BID IS BEING PROCESSED AND WILL BECOME EFFECTIVE 12/07/12 ON BID 20-13.
SAP PURCHASE ORDER # 2000068376 \$30,000.00 TOTAL REFERENCE BID # 18-10
29. GENERAL SERVICES DEPARTMENT FROM U. S. POSTAL SERVICE BIRMINGHAM, BIRMINGHAM, AL, TO PROVIDE POSTAGE FOR COUNTYWIDE MAIL PROCESSING FOR FYI 3. SAP PURCHASE ORDER # 2000068389
\$400,000.00 TOTAL
30. GENERAL SERVICES DEPARTMENT FROM PITNEY BOWES, LOUISVILLE, KY, TO PROVIDE POSTAGE FOR COUNTYWIDE MAIL PROCESSING FOR FYI 3. SAP PURCHASE ORDER # 2000068472 \$750,000.00 TOTAL
31. JEFFERSON REHABILITATION AND HEALTH CENTER FROM LYNN CAMPISI, PC, BIRMINGHAM, AL, TO PAY INVOICES FOR ELDER LAW SERVICES TO THE RESIDENTS AND STAFF. TO REBID IN FYI 3.
SAP PURCHASE ORDER # 2000068248 \$7,200.00 TOTAL REFERENCE BID # 81-10
CLARITY CONTRACT # CON-00003276 AMENDMENT ENROUTE FOR APPROVAL.
32. JEFFERSON REHABILITATION AND HEALTH CENTER FROM ADL DATA SYSTEMS, BIRMINGHAM, AL TO PAY INVOICES FOR ADL SOFTWARE SYSTEM AND SUPPORT MAINTENANCE. SAP PURCHASE ORDER # 2000068249
\$12,812.58 TOTAL REFERENCE BID # 24-08 CLARITY CONTRACT # CON-00003718 AMENDMENT ENROUTE FOR APPROVAL.
33. JEFFERSON REHABILITATION AND HEALTH CENTER FROM CONTINUITY HEALTH CARE, MONTGOMERY, AL, FY13 FUNDS ENCUMBERED TO PAY INVOICES FOR MEDICAL DIRECTOR SERVICES. SAP PURCHASE ORDER # 2000068247
\$60,000.00 TOTAL REFERENCE BID # 134-09
CLARITY CONTRACT # CON-0000199 AMENDMENT ENROUTE FOR APPROVAL.
34. JEFFERSON REHABILITATION AND HEALTH CENTER FROM SELF MAPLES AND COPELAND PC, ONEONTA, AL, FYI 3 FUNDS ENCUMBERED TO PAY INVOICES TO GENERATE MEDICARE / MEDICAID REPORTS.
SAP PURCHASE ORDER # 2000068367 \$10,000.00 TOTAL REFERENCE BID # 141-10
CLARITY CONTRACT # CON-00001378 AMENDMENT ENROUTE FOR APPROVAL.

35. JEFFERSON REHABILITATION AND HEALTH CENTER FROM SYMPHONY DIAGNOSTIC SERVICES NO. 1 INCORPORATED D/B/A RADS/MOBILEX USA, BALTIMORE, MD, FYI 3 FUNDS ENCUMBERED TO PAY INVOICES TO PROVIDE EKG AND DIAGNOSTIC DIGITAL IMAGING FOR THE PERIOD OF 10/01/12 - 9/30/13.
SAP PURCHASE ORDER # 2000068369 \$10,000.00 TOTAL REFERENCE BID # 94-10
CLARITY CONTRACT # CON-00000116 AMENDMENT NO. 2 ENROUTE FOR APPROVAL.
36. JEFFERSON REHABILITATION AND HEALTH CENTER FROM KCI, HOUSTON, TX, FY13 FUNDS ENCUMBERED TO PURCHASE V.A.C. PUMP EQUIPMENT AND SUPPLIES FOR THE PERIOD OF 10/01/12 - 9/30/13.
SAP PURCHASE ORDER # 2000068442 \$20,000.00 TOTAL AMERINET CONTRACT # VH-0500
37. JEFFERSON REHABILITATION AND HEALTH CENTER FROM RX ADVANTAGE, DAPHNE, AL, FY13 FUNDS ENCUMBERED FOR PHARMACEUTICAL SERVICES FOR THE PERIOD OF 10/01/12 - 9/30/13.
SAP PURCHASE ORDER # 2000068366 \$125,000.00 TOTAL REFERENCE BID # 66-10
CLARITY CONTRACT # CON-0000819 AMENDMENT NO. 2 ENROUTE FOR APPROVAL.
38. JEFFERSON REHABILITATION AND HEALTH CENTER FROM REGIONAL BIOMEDICAL LABORATORY, GADSDEN, AL, FYI 3 FUNDS ENCUMBERED TO PROVIDE LABORATORY TESTING SERVICES FOR THE PERIOD OF 10/01/12 - 9/30/13. SAP PURCHASE ORDER # 2000068371 \$10,000.00 TOTAL REFERENCE BID # 82-10
39. ENVIRONMENTAL SERVICES: TRUSSVILLE WWTP FROM INDUSTRIAL CHEMICALS INCORPORATED, BIRMINGHAM, AL, TO PURCHASE LIQUID ALUM FOR THE PERIOD OF 10/01/12 - 9/30/13. SAP PURCHASE ORDER # 2000068384
\$8,000.00 TOTAL REFERENCE BID # 133-12
40. ECONOMIC DEVELOPMENT - WORKFORCE INVESTMENT FROM CCA FINANCIAL LLC, RICHMOND, VA, TO LEASE EXISTING XEROX COLOR CUBE COPIER FOR THE PERIOD OF 10/01/12 - 9/30/13.
SAP PURCHASE ORDER # 20000068464 \$6,872.40 TOTAL REFERENCE RID 4 9f-10
41. JEFFERSON REHABILITATION AND HEALTH CENTER FROM RURAL METRO, BESSEMER, AL, CONTRACT RENEWAL FOR AMBULANCE SERVICE FOR THE PERIOD OF 10/01/12 - 9/30/13. SAP PURCHASE ORDER # 20000068245
\$7,000.00 TOTAL REFERENCE BID # 5-11
For Week of 10/23/12 - 10/29/12
1. ENVIRONMENTAL SERVICES: BARTON LABORATORY FROM KONICA MINOLTA BUSINESS SOLUTIONS, BESSEMER, AL, TO PURCHASE KONICA MINOLTA BIZHUB C454 COPIER. SAP PURCHASE ORDER # 2000068574
\$5,582.00 TOTAL REFERENCE BID # 150-11
2. ENVIRONMENTAL SERVICES: VILLAGE CREEK WWTP FROM MCPHERSON OIL COMPANY, BIRMINGHAM, AL, OPEN PURCHASE ORDER FOR OILS AND LUBRICANTS ON AS NEEDED BASIS FOR THE PERIOD OF 10/01/12 - 9/30/13. SCHEDULED TO REBID IN FY14. SAP PURCHASE ORDER # 2000068668 \$20,000.00 TOTAL
REFERENCE BID # 76-12
3. ENVIRONMENTAL SERVICES: VILLAGE ELECTRICAL SHOP FROM B & D ELECTRIC MOTOR COMPANY, BIRMINGHAM, AL, OPEN PURCHASE ORDER FOR SMALL ELECTRIC MOTOR REPAIR OR REPLACEMENT ON AS NEEDED BASIS FOR THE PERIOD OF 10/01/2012 - 9/30/2013. SCHEDULED TO REBID IN FY15
SAP PURCHASE ORDER # 2000068649 \$90,000.00 TOTAL REFERENCE BID # 131-12
4. ROADS AND TRANSPORTATION BESSEMER HIGHWAY MAINTENANCE FROM DUNN CONSTRUCTION ROAD DIVISION, BIRMINGHAM, AL, OPEN PURCHASE ORDER FOR ASPHALT PLANT MIX ON AS NEEDED BASIS FOR THE PERIOD OF 10/01/12 - 9/30/13. SCHEDULED TO REBID IN FY13. SAP PURCHASE ORDER # 2000068693
\$300,000.00 TOTAL REFERENCE BID # 89-10
5. SHERIFF'S DEPARTMENT: BIRMINGHAM JAIL CORRECTIONS FROM ROBINSON TEXTILES, GARDEN, CA, FOR INMATE CLOTHING - SHIRTS. SAP PURCHASE ORDER # 2000068653 \$11,643.60 TOTAL
REFERENCE BID # 144-11
6. SHERIFF'S DEPARTMENT: BIRMINGHAM JAIL CORRECTIONS FROM ROBINSON TEXTILES, GARDENA, CA, FOR INMATE CLOTHING - PANTS. SAP PURCHASE ORDER # 2000068654 \$20,000.00 TOTAL
REFERENCE BID # 144-11
7. GENERAL SERVICES FROM FILTER SERVICE COMPANY, TUSCALOOSA, AL, FOR SUPPLY OF VARIOUS HVAC FILTERS FOR THE PERIOD OF 6/14/12 - 6/13/13. SCHEDULED TO REBID IN FY14. SAP PURCHASE ORDER # 2000068614
\$10,060.08 TOTAL REFERENCE BID # 105-11
8. ENVIRONMENTAL SERVICES ADMINISTRATION: CAHABA RIVER WWTP FROM KONE INCORPORATED, BIRMINGHAM, AL, OPEN PURCHASE ORDER FOR ELEVATOR MAINTENANCE ON AS NEEDED BASIS FOR THE PERIOD OF 10/01/12 - 9/30/13. SCHEDULED TO REBID IN FY14. SAP PURCHASE ORDER # 2000068705
\$6,540.00 TOTAL REFERENCE BID # 58-12

9. ENVIRONMENTAL SERVICES ADMINISTRATION: SHADES VALLEY COMPLEX FROM KONE INCORPORATED, BIRMINGHAM, AL, OPEN PURCHASE ORDER FOR ELEVATOR MAINTENANCE ON AS NEEDED BASIS FOR THE PERIOD OF 10/01/12 - 9/30/13. SAP PURCHASE ORDER # 2000068706 \$5,580.00 TOTAL REFERENCE BID # 58-12
10. ENVIRONMENTAL SERVICES ADMINISTRATION: MINOR PARKWAY SUBSTATION FROM KONE INCORPORATED, BIRMINGHAM, AL, OPEN PURCHASE ORDER FOR ELEVATOR MAINTENANCE ON AS NEEDED BASIS FOR THE PERIOD OF 10/01/12 - 9/30/13. SCHEDULED TO REBID IN FY14. SAP PURCHASE ORDER # 2000068707 \$9,000.00 TOTAL REFERENCE BID # 58-12
11. ENVIRONMENTAL SERVICES ADMINISTRATION: VALLEY CREEK WWTP FROM KONE INCORPORATED, BIRMINGHAM, AL, OPEN PURCHASE ORDER FOR ELEVATOR MAINTENANCE ON AS NEEDED BASIS FOR THE PERIOD OF 10/01/12 - 9/30/13. SCHEDULED TO REBID IN FY14. SAP PURCHASE ORDER # 2000068708 \$8,220.00 TOTAL REFERENCE BID # 58-12
12. ENVIRONMENTAL SERVICES ADMINISTRATION: VILLAGE CREEK WWTP FROM KONE INCORPORATED, BIRMINGHAM, AL, OPEN PURCHASE ORDER FOR ELEVATOR MAINTENANCE ON AS NEEDED BASIS FOR THE PERIOD OF 10/01/12 - 9/30/13. SCHEDULED TO REBID IN FY14. SAP PURCHASE ORDER # 2000068709 \$10,020.00 TOTAL REFERENCE BID # 58-12
13. BULK STORES, JEFFERSON REHABILITATION AND HEALTH CENTER AND PACA MEMBERS FROM AMERICAN OSMENT, BIRMINGHAM, AL, CONTRACT RENEWAL FOR DISPOSABLE CAN LINERS. SCHEDULED TO REBID IN FY14. REFERENCE BID # 188-11 HISTORICAL COST \$37,313.70 TOTAL
14. GENERAL SERVICES ADMINISTRATION FROM OLYMPIA SPRINKLER INSTALLATION INCORPORATED, ONEONTA, AL, FYI 3 PURCHASE ORDER FOR FIRE SPRINKLER SYSTEM INSPECTION. SAP PURCHASE ORDER # 2000068441 \$44,015.00 TOTAL REFERENCE BID # 208-11
15. GENERAL SERVICES FROM MAYER ELECTRIC SUPPLY, BIRMINGHAM, AL, FYI 3 PURCHASE ORDER FOR ELECTRICAL SUPPLIES. APPROVED BY COMMISSION ON 6/12/12 FOR THE PERIOD OF 6/12/12 - 6/11/13. SCHEDULED TO REBID IN FY 13. SAP PURCHASE ORDER # 2000068565 \$25,000.00 TOTAL REFERENCE BID # 92-10
16. YOUTH DETENTION: ADMINISTRATION FROM MOTOROLA INCORPORATED, ATLANTA, GA, TO PURCHASE TWO-WAY RADIOS AND ACCESSORIES. SAP PURCHASE ORDER # 2000068735 \$20,142.10 TOTAL STATE OF ALABAMA CONTRACT # T-300
17. COOPER GREEN MERCY HOSPITAL (CORONER'S OFFICE) FROM STEEL CITY MORTUARY, SUMITON, AL, TO AWARD CONTRACT FOR CORPSE/DEAD BODY PICK UP SERVICE FOR JEFFERSON COUNTY CORONER'S OFFICE FOR THE PERIOD OF 11/01/12 - 9/30/15. SCHEDULED TO REBID IN FY15. SAP PURCHASE ORDER # 2000068592 \$68,750.00 TOTAL REFERENCE BID # 162-12R FORECASTED BY DEPARTMENT
18. ROADS AND TRANSPORTATION HIGHWAY MAINTENANCE BESSEMER FROM RAM TOOL, BIRMINGHAM, AL, OPEN PURCHASE ORDER FOR PORTLAND CEMENT ON AS NEEDED BASIS FOR THE PERIOD OF 10/01/12 - 9/30/13. SAP PURCHASE ORDER # 2000068734 \$10,000.00 TOTAL
19. ROADS AND TRANSPORTATION ADMINISTRATION FROM DUNN CONSTRUCTION ROAD DIVISION, BIRMINGHAM, AL, OPEN PURCHASE ORDER FOR EMULSIFIED ASPHALT ON AS NEEDED BASIS FOR THE PERIOD OF 10/01/12 - 9/30/13. SCHEDULED TO REBID IN FY13. SAP PURCHASE ORDER # 2000068721 \$500,000.00 TOTAL REFERENCE BID # 173-10
20. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM BECKMAN COULTER, BREA, CA, TO RENEW LEASE FOR HEMATOLOGY ANALYZER CONTRACT FOR THE PERIOD OF 10/01/12 - 9/30/13 - (TO INCLUDE PAYMENTS FOR ANY UNPAID 2012 INVOICES). SAP PURCHASE ORDER # 2000068755 \$72,463.08 TOTAL REFERENCE BID # 204-10 CLARITY CONTRACT # CON-00001881
21. ENVIRONMENTAL SERVICES: VALLEY CREEK WWTP FROM LHOIST NORTH AMERICA, CHICAGO, IL, OPEN PURCHASE ORDER FOR PURCHASE OF FOUNDRY LIME. SCHEDULED TO REBID IN FY15. SAP PURCHASE ORDER # 2000068524 \$25,000.00 TOTAL REFERENCE BID # 18-12
22. GENERAL SERVICES FROM TRIPLE POINT INDUSTRIES, HOOVER, AL, FY13 OPEN PURCHASE ORDER FOR CHEMICALS AND SERVICES FOR THE PERIOD OF 10/25/12 - 10/24/13. SCHEDULED TO REBID IN FY14. SAP PURCHASE ORDER # 2000068582 \$40,942.68 TOTAL REFERENCE BID # 207-11
23. FINANCE: PURCHASING DEPARTMENT FROM CCA FINANCIAL LLC, RICHMOND, VA, TO LEASE XEROX 7775 COPIER ON EXISTING COPIER FOR THE PERIOD OF 10/01/12 - 9 30 13. SCHEDULED TO REBID IN FY13. SAP PURCHASE ORDER # 2000068581 \$6,425.12 TOTAL REFERENCE BID # 251-08
24. ENVIRONMENTAL SERVICES: VILLAGE CREEK WWTP FROM BRENNTAG MID-SOUTH INCORPORATED, MADISON,

- AL, TO PURCHASE SULFUR DIOXIDE IN ONE (1) CYLINDERS TO BE DELIVERED AS NEEDED FOR THE PERIOD OF 10/01/12 - 9/30/13. SCHEDULED TO REBID IN FY15. SAP PURCHASE ORDER # 2000068589 \$35,000.00 TOTAL REFERENCE BID # 16-12
25. PERSONNEL BOARD FROM JOHN WILEY AND SONS INCORPORATED, SOMERSET, NJ, TO PURCHASE TRAINING MATERIALS FOR THE BOARDS NEW LEADERSHIP 2.0 CURRICULUM. SAP PURCHASE ORDER # 2000068596 \$6,419.40 TOTAL
26. ENVIRONMENTAL SERVICES: VILLAGE CREEK WWTP FROM POLYDYNE INCORPORATED, ATLANTA, GA, TO PURCHASE DRY-BEADED POLYMER. CONTRACT PERIOD: 10/01/12 - 9/30/13. SCHEDULED TO REBID IN FY14. SAP PURCHASE ORDER # 2000068747 \$240,000.00 TOTAL REFERENCE BID # 149-11
27. ENVIRONMENTAL SERVICES: ADMINISTRATION FROM SERVPRO OF BIRMINGHAM, BIRMINGHAM, AL, TO PAY OUTSTANDING INVOICES FOR EMERGENCY CLEANUP SERVICE. PROPOSALS RECEIVED. CURRENTLY UNDER EVALUATION. ESTIMATED COMPLETION - DECEMBER 2012. SAP PURCHASE ORDER # 2000068720 \$21,581.99 TOTAL REFERENCE RFP # 154-12
28. HUMAN RESOURCES DEPARTMENT FROM STATE OF ALABAMA DEPARTMENT OF INDUSTRIAL RELATIONS, MONTGOMERY, AL, TO PAY WORKER'S COMPENSATION ASSESSMENT INVOICE FOR 2011. SAP PURCHASE ORDER # 2000068914 \$6,839.02 TOTAL
29. ENVIRONMENTAL SERVICES FROM FIVE MILE CREEK FROM JIM HOUSE & ASSOCIATES, BIRMINGHAM, AL, TO PURCHASE PEERLESS PUMP PARTS SAP PURCHASE ORDER # 2000068722 \$7,030.00 TOTAL
30. LAND DEVELOPMENT FROM THE BIRMINGHAM NEWS, CHARLOTTE, NC, FOR ADVERTISING FOR THE PERIOD OF 10/01/12 - 9/30/13. SAP PURCHASE ORDER # 2000068587 \$9,254.75 TOTAL
31. ENVIRONMENTAL SERVICES: VILLAGE CREEK WWTP FROM DAVLIN LLC, COLUMBIANA, AL, FUNDS ENCUMBERED TO PAY INVOICES GROUNDS MAINTENANCE SERVICES FOR THE PERIOD OF 6/1/12 - 9/30/13. SAP PURCHASE ORDER # 2000068938 \$204,000.00 TOTAL REFERENCE BID # 91-11
CLARITY CONTRACT # CON-00002664 AMENDMENT ENROUTE FOR APPROVAL
32. ENVIRONMENTAL SERVICES DEPARTMENT FROM COX LANDSCAPTIN, MCCALLA, AL, FUNDS ENCUMBERED TO PAY INVOICES FOR GROUNDS MAINTENANCE SERVICES FOR THE PERIOD OF 6/1/12 - 9/30/13. SAP PURCHASE ORDER # 2000068980 \$55,000.00 TOTAL REFERENCE BID 148-11
CLARITY CONTRACT # CON-00002852 AMENDMENT ENROUTE FOR APPROVAL
33. ENVIRONMENTAL SERVICES DEPARTMENT FROM VISION LANDSCAPES INCORPORATED, IRONDALE, AL, FUNDS ENCUMBERED TO PAY INVOICES FOR GROUNDS MAINTENANCE SERVICES FOR THE PERIOD OF 6/01/12 - 9/30/13. SAP PURCHASE ORDER # 2000068981 \$406,917.24 TOTAL REFERENCE BID # 91-11
CLARITY CONTRACT # CON-00002665 AMENDMENT ENROUTE FOR APPROVAL
34. TAX ASSESSOR-BIRMINGHAM FROM DEX IMAGING, BIRMINGHAM, AL, TO AWARD CONTRACT FOR KIP 7100 ULTIMATE MULTIFUNCTION SYSTEM (FOR WIDE FORMAT COPIER FOR MAP CREATION) FOR THE PERIOD OF 10/01/12 - 9/30/13. REFERENCE BID # 167-12 \$14,753.00 TOTAL
35. ROADS AND TRANSPORTATION FROM ADEM/PERMITS & SERVICES DIVISION, MONTGOMERY, AL, TO PURCHASE ADEM PERMITS ON AS NEEDED BASIS FOR THE PERIOD OF 10/01/12 - 9/30/13. SAP PURCHASE ORDER # 2000068563 \$6,825.00 TOTAL
36. DISTRICT ATTORNEY - BIRMINGHAM FROM AMBIT SOLUTIONS LLC, BIRMINGHAM, AL, TO PURCHASE VOLP PHONES AND ANALOG FAX ADAPTERS. SAP PURCHASE ORDER # 2000068738 \$9,293.00 TOTAL REFERENCE BID # 141-11
37. EXCEPTION FOR COMMISSION SUPPORT FROM ACCA (ASSOCIATION OF COUNTY COMMISSIONS OF ALABAMA) DISTRICT MEETINGS, MONTGOMERY, AL, FOR ACCA MEMBERSHIP DUES FISCAL YEAR 2012-2013. SAP PURCHASE ORDER # 2000068641 \$31,083.00 TOTAL
Motion was made by Commissioner Stephens seconded by Commissioner Knight that the Purchasing Minutes be approved. Voting "Aye" Stephens, Knight, Brown and Carrington.

Nov-14-2012-905

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

For Week of 10/09/12 -10/15/12

THERE WERE NO PURCHASING EXCEPTION ITEMS REPORTED.

For Week of 10/16/12 -10/22/12

1. EXCEPTION FOR COOPER GREEN MERCY HOSPITAL (SURGERY) FROM SOUTHERN ORTHO FROM ATLANTA, GA, TO PAY INVOICE FOR ORTHOPEDIC IMPLANTS AS PRESCRIBED BY DR. J. FLOYD AND ORDERED BY A MEMBER OF CGMH SURGICAL STAFF ON BEHALF OF PATIENTS(S) REFERENCED ON PURCHASE ORDER.
SAP PURCHASE ORDER # 2000068510 \$2,873.00 TOTAL
2. EXCEPTION FOR COOPER GREEN MERCY HOSPITAL (SURGERY) FROM EXACTECH, ORLANDO, FL, TO PAY INVOICE FOR ORTHOPEDIC IMPLANTS AS PRESCRIBED BY DR. J. FLOYD AND ORDERED BY A MEMBER OF CGMH SURGICAL STAFF ON BEHALF OF PATIENTS) REFERENCED ON PURCHASE ORDER. SAP PURCHASE ORDER # 2000068506
\$3,250.00 TOTAL
3. EXCEPTION FOR COOPER GREEN MERCY HOSPITAL (SURGERY) FROM ARTHREX, NAPLES, FL, TO PAY INVOICE FOR ORTHOPEDIC IMPLANTS AS PRESCRIBED BY DR. J. FLOYD AND ORDERED BY A MEMBER OF CGMH SURGICAL STAFF ON BEHALF OF PATIENTS) REFERENCED ON PURCHASE ORDER.
SAP PURCHASE ORDER # 2000068508 \$1,725.00 TOTAL
4. EXCEPTION FOR COOPER GREEN MERCY HOSPITAL (SURGERY) FROM INTEGRA LIFESCIENCES, PLAINSBORO, NJ, TO PAY INVOICE FOR ORTHOPEDIC IMPLANTS AS PRESCRIBED BY DR. J. FLOYD AND ORDER BY A MEMBER OF CGMH SURGICAL STAFF ON BEHALF OF PATIENTS) REFERENCED ON PURCHASE ORDER.
SAP PURCHASE ORDER # 2000068507 \$1,250.00 TOTAL
5. EXCEPTION FOR COOPER GREEN MERCY HOSPITAL (SURGERY) FROM SMITH & NEPHEW ENDOSCOPY, CHARLOTTE, NC, TO PAY INVOICE FOR ORTHOPEDIC IMPLANTS AS PRESCRIBED BY DR. J. FLOYD AND ORDERED BY A MEMBER OF CGMH SURGICAL STAFF ON BEHALF OF PATIENTS REFERENCED ON PURCHASE ORDER.
SAP PURCHASE ORDER # 2000068505 \$6,540.97 TOTAL
6. EXCEPTION FOR COOPER GREEN MERCY HOSPITAL (SURGERY) FROM SMITH & NEPHEW ORTHOEPEDICS, ATLANTA, GA, TO PAY INVOICE FOR ORTHOPEDIC IMPLANTS AS PRESCRIBED BY DR. J. FLOYD AND ORDERED BY A MEMBER OF CGMH SURGICAL STAFF ON BEHALF OF PATIENTS) REFERENCED ON PURCHASE ORDER.
SAP PURCHASE ORDER # 2000068503 \$39,619.30 TOTAL
7. EXCEPTION FOR COOPER GREEN MERCY HOSPITAL (SURGERY) FROM BECKMAN COULTER, BREA, CA, CONTRACT RENEWAL FOR THE PURCHASE OF HEMATOLOGY SUPPLIES FOR DXH 800 ANALYZERS FOR THE PERIOD OF 10/01/12 THROUGH 9/30/13; TO INCLUDE PAYMENT OF ANY UNPAID 2012 INVOICES AND TO BE ORDERED AS NEEDED BY USER DEPARTMENT. 2ND YEAR OF 60 MONTH AGREEMENT. SAP PURCHASE ORDER # 2000068343
\$25,000.00 TOTAL REFERENCE BID # 204-10 CLARITY CONTRACT NO. CON-00001881

For Week of 10/23/12 -10/29/12

1. EXCEPTION FOR COOPER GREEN MERCY HOSPITAL FROM DIRECTV INCORPORATED, LOS ANGELES, CA, TO PAY PAST DUE INVOICE # 18794690574 FOR SATELLITE TELEVISION SERVICE. SAP PURCHASE ORDER # 2000068536
\$832.99 TOTAL
2. EXCEPTION FOR DISTRICT ATTORNEY- BIRMINGHAM FROM AMBIT SOLUTIONS LLC, BIRMINGHAM, AL, TO PURCHASE VOLP PHONES AND ANALOG FAX ADAPTERS. SAP PURCHASE ORDER # 2000068738
\$9,293.00 TOTAL REFERENCE BID # 141-11
3. EXCEPTION FOR COOPER GREEN MERCY HOSPITAL FROM UAHSF GENERAL COUNSEL, BIRMINGHAM, AL, UAHSF GENERAL COUNSEL FOR FY10 RECONCILIATION TO PERFORM INPATIENT AND OUTPATIENT SERVICES PERFORMED AT UAB FACILITIES. SAP PURCHASE ORDER # 2000068872 \$65,356.00 TOTAL
4. RECOMMENDED FOR COOPER GREEN MERCY HOSPITAL FROM SOUTHERN SWEEPERS AND SCRUBBERS INCORPORATED, HORN LAKE, MS, TO PAY OUTSTANDING INVOICE # 2012-5017 FOR POWER SWEEPERS FOR MONTHS APRIL 2012 THROUGH SEPTEMBER 2012. SAP PURCHASE ORDER # 2000068897 \$9,000.00 TOTAL.

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

Nov-14-2012-906

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Encumbrance Reports for the week of 10/09/12

-10/15/12,10/16/12 - 10/22/12 and 10/23/12 - 10/29/12, be and hereby is approved.

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

Nov-14-2012-907

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 Nohab Business Products to provide DOT Matrix and all-in-one printers for PACA and County departments for FY2012-2013 on an as-needed basis.

CONTRACT NO.: 00003117

Contract Amendment No. II

This Amendment to Contract entered into the 1st day of October 2012, between Jefferson County, Alabama, hereinafter referred to as "the County, and Nohab Business Products, hereinafter referred to as the "Contractor" to provide Dot Matrix and All-in-One printers for various Jefferson County departments and PACA members.

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 referenced above, was approved by the Commission on October 26, 2010, Amendment I approved by Commission on November 8, 2011, is hereby amended as follows:

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:

October 1, 2012 through September 30, 2013.

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

Nohab Business Products

JEFFERSON COUNTY COMMISSION

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.

Nov-14-2012-908

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 Dell Marketing, LP to provide laser and inkjet printers for PACA and County departments for FY2012-2013 on an as-needed basis.

CONTRACT NO.: 00003129

Contract Amendment No. II

This Amendment to Contract entered into the 1st day of October 2012, between Jefferson County, Alabama, hereinafter referred to as "the County, and Dell Marketing LP, hereinafter referred to as the "Contractor" to provide laser and inkjet printers for various Jefferson County departments and PACA members.

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 referenced above, was approved by the Commission on October 26, 2010 ; Amendment I approved by Commission on November 8, 2011, is hereby amended as follows:

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:

October 1, 2012 through September 30, 2013.

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

DELL MARKETING LP

JEFFERSON COUNTY COMMISSION

Diane Wigington

W. D. Carrington, President

Public Contracts Manager

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.

STAFF DEVELOPMENT

Multiple Staff Development

Community Development - 2 participants

Ron Having	(grant funds)	\$450.00
Joel Knight		\$450.00
UA College of Continuing Studies - Lead Based Designer Training Tuscaloosa, AL – November 29, 2012		

Individual Staff Development

Commission - District V

Pascal Caputo		\$148.21
Public Meeting regarding Nashville General Hospital Indigent Care Nashville, TN – October 9-10, 2012		

Cooper Green Mercy Hospital

Rashundra Hopkins	(grant funds)	\$1,385.31
2010 Ryan White Grantee Meeting Washington, D.C. – November 26-29, 2012		

Coroner/Medical Examiner

Gregory Davis		\$2,476.60
National Assn. of Medical Examiner's Annual Meeting Baltimore, MD – October 4-9, 2012		

Revenue

Edgar Woodis		\$1,825.71
Sales Tax Audit Winchester & Newport News, VA – December 1-8, 2012		

Bruce Thompson		\$2,048.70
Sales Tax Audit Dallas & Ft. Worth, TX – December 1-9, 2012		

Charles Bell		\$2,473.93
Sales Tax Audit Jacksonville, Tampa, Lake Mary & Orlando, FL and Troy, AL – December 1-14, 2012		

Scott Moore		\$857.85
Sales Tax Audit Chattanooga, TN – December 9-14, 2012		

Roads & Transportation

Ken Boozer		\$125.00
Shallow Foundation Design Pelham, AL – November 1, 2012		

Sheriff's Office

Rita Rodriguez	(grant funds)	\$1,663.05
2012 ACJIC Users Conference Gulf Shores, AL – September 16-21, 2012		

Tax Assessor - Bessemer

Rickey Davis	(grant funds)	\$698.15
AL VII: Advanced Mapping Montgomery, AL – January 13-18, 2013		

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

BUDGET TRANSACTIONS

Position Changes and/or Revenue Changes

1. Emergency Management Agency \$700

Increase revenues and expenditures to record reimbursements for Community Awareness Day from Warn, LLC (\$350) and Alabama Power Company (\$350).

Other Budget Transactions

2. Roads & Transportation \$9,300

Shift funds and add purchasing memorandum to purchase a new concrete testing machine for the Highway Engineering Division.

3. Tax Assessor - Birmingham \$40,000

Shift funds and add purchasing memorandum to purchase a copier and a printer.

4. General Services \$53,244

Shift funds from capital account to operational account to cover cost of generator rental.

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

REQUEST FOR CERTIFICATIONS

Probate Court

Administrative Assistant I - 2 positions

Court Clerk - 2 positions

District Attorney - Birmingham

Administrative Assistant I

Network Systems Administrator I

Tax Assessor - Birmingham

GIS Tech II - 2 positions

Economic Development

Accountant

Land Planning & Development Services

Zoning Inspector

Youth Detention - Custody

Juvenile Detention Officer

Roads & Transportation - Highway Engineering & Construction

Drafter

Roads & Transportation - Hwy Maintenance - Bessemer

Truck Driver

Roads & Transportation - Bessemer Division

Skilled Laborer

Roads & Transportation - Highway Maintenance - Ketona

Truck Driver

Construction Equipment Operator

Public Works Supervisor

Roads & Transportation - Hwy Traffic Engineering

Traffic Sign Painter

Inspection Services

Administrative Assistant II

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

Nov-14-2012-909

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. I to the agreement between Jefferson County, Alabama and Archives Security to provide for destruction of obsolete data tapes and disk drives for the period September 3, 2012 - September 2, 2013 in the amount of \$3,470.50.

CONTRACT NO. 00004197

Contract Amendment No. I

This Amendment to Contract entered into the 9th day of October 2012, between Jefferson County, Alabama, hereinafter referred to as "the County, and Archives Security, Inc., hereinafter referred to as the "Contractor" to provide destruction services.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

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

The original contract between the parties referenced above was approved by the Commission on September 11, 2010.

2. SCOPE OF SERVICES: To include the destruction of disk drives.
5. COMPENSATION: Contractor shall be compensated in the amount of \$3,470.50.

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

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

Jefferson County Commission

Archives Security, Inc.

John McManaway

Vice President/General Manager

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

Nov-14-2012-910

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. I to the agreement between Jefferson County, Alabama and IBM Corporation to provide annual maintenance for Sun servers for FY2012-2013 in the amount of \$15,199.92.

CONTRACT NO.: 00002911

Contract Amendment No. I

This Amendment to Contract entered into the 1st day of October 2012, between Jefferson County, Alabama, hereinafter referred to as "the County, and International Business Machines Corporation, hereinafter referred to as the "Contractor" to provide maintenance and support for Sun Servers.

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 referenced above, was approved by the Commission on September 13, 2011, Minute Book 162, Page 205, is hereby amended as follows:

TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: October 1, 2012 through September 30, 2013.

To incorporate IBM Schedule for Service Elite dated September 18, 2012 in the amount of \$15,199.92.

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

WITNESS:

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

Jefferson County Commission

WITNESS:

International Business Machines Corp.

Scott Dean

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

Nov-14-2012-911

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. III to the agreement between Jefferson County, Alabama and Decision Support, LLC to provide annual maintenance for EZSPEC Dargal - URSA Info Suite software (report writer for Unisys mainframe) for FY2012-2013 in the amount of \$29,222.33.

CONTRACT NO.: 00002969

Contract Amendment No. III

This Amendment to Contract entered into the 1 st day of October 2012, between Jefferson County, Alabama, hereinafter referred to as "the County, and Decision Support LLC, hereinafter referred to as the "Contractor" to provide EZSPEC Dargal - USRA InfoSuite annual software maintenance and support.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

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

The original contract between the parties referenced above was approved by the Commission on December 14, 2010; amendment I approved by Commission on July 26, 201 1; amendment II approved by Commission on October 11, 2011, is hereby amended as follows:

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: November 1, 2012 through October 31, 2013.
4. COMPENSATION: \$29,222.33

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

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

DECISION SUPPORT

Babette McBuchner, VP-Operations

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

Nov-14-2012-912

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Dynamic Systems, Inc. to provide annual maintenance on Sun/Oracle production hardware and software for the period November 13, 2012 – November 12, 2013 in the amount of \$38,378.98.

CONTRACT NO. CON00004522

SUN PRODUCTION SERVER HARDWARE & SOFTWARE MAINTENANCE

THIS AGREEMENT entered into this 13th day of November, 2012, by and between Jefferson County Alabama hereinafter called "the County", and Dynamic System Inc., called "the Contractor", located at 124 Maryland Street, El Segundo, CA 90245. The effective date of this agreement shall be November 13, 2012.

WHEREAS, the County desires to contract for Sun Production Server Hardware and Software Maintenance for the Jefferson County Commission, hereinafter called "the Commission"; and

WHEREAS, the Contractor desires to furnish said maintenance 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: This contract results from Jefferson County's Invitation to Bid No. 187-12. The ITB describes the scope of services called for and the Response contains the statements and representations of the Contractor, thereto. The response from Dynamic Systems, Inc. constitutes essential components of this Contract and is adopted herein by reference. Those two components and this CONTRACT document constitute the entire agreement between the parties. Hardware maintenance support, Operating System / Solaris 10 technical support and virtualization software support will be provided 24 x 7 x 4 for servers listed in Appendix A.

2. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render support services to the Information Technology Department at any time after the effective date of this Contract. The Contract term expires on November 12, 2015.
3. COMPENSATION: The Contractor shall be compensated for software support services in the sum of \$38,378.98.
4. PAYMENT TERMS:

NET 30

5. **ASSIGNMENT:** No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize the 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.
6. **GOVERNING LAW/DISPUTE RESOLUTION:** The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, material and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County Alabama, Birmingham Division.
7. **STATEMENT OF CONFIDENTIALITY:** Contractor agrees that any information accessed or gained in performance of those duties will be maintained in absolute confidence and will not be released, discussed, or made known to any party or parties for any reason whatsoever, except as required in the conduct of duties required, or where disclosure is required by law or mandated by a court of law.
8. **INDEPENDENT CONTRACTOR:** The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for all applicable federal, state and local taxes, etc.
9. **NON-DISCRIMINATION POLICY:** Both parties agree that all services rendered under this contract will be done so without regard to race, creed, color, sex, national origin, religion or handicap.
10. **MISCELLANEOUS REQUIREMENTS:** Upon execution of this contract, the Contractor shall furnish the Jefferson County Finance Department with information required for Form 1099 reporting and other pertinent data required by law.
11. **LIABILITY:** The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY. The Contractor will indemnify and hold harmless the COUNTY, its elected officials and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of the Contractor, its agents, subcontractors or employees under this Contract.
12. **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.
13. **AMENDMENT OF AGREEMENT:** This Contract contains the entire understanding of the parties, and no change of any term or provision of the Contract shall be valid or binding unless so amended by written instrument which has been executed or approved by the County. Any such amendment shall be attached to and made a part of this Contract. A written request must be made to the County and an amended agreement will be executed.
14. **INSURANCE:** Contractor will maintain such insurance as will protect him and the County from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama. Evidence of insurance will be furnished to the Purchasing Agent not later than seven (7) days after purchase order date Contractor must have adequate General and Professional liability insurance of \$1,000,000 per occurrence.
15. **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.

Number 16 and 17 not on contract

18. **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.

19. 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.

20. 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
Dynamic Systems, Inc.

Authorized Signature

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

Nov-14-2012-913

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and AT&T to provide Metro Ethernet connectivity between Jefferson County facilities for the period November 14, 2012 - November 13, 2015 in the amount of \$305,640.

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

Nov-14-2012-914

A RESOLUTION REQUESTING THAT A 2009 FORD EXPEDITION DONATED BY THE UNITED STATES GOVERNMENT BE PLACED IN TO SERVICE AND ASSIGNED TO THE SHERIFF'S DEPARTMENT

WHEREAS, the County Fleet Manager has determined that the 2009 Ford Expedition donated by the United States Government (Eglin AFB in Florida) be put in to service, and

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that retired unit A956101 will be replaced by the above referenced vehicle, to be used by the Sheriff's department.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION That the Fleet Manager be and hereby is authorized to execute any documents to effect this transaction.

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

Nov-14-2012-915

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 School of Medicine-1917 Dental Clinic to provide oral health services for indigent HIV patients and St. George Clinic for FY2012-2013 in the amount

of \$129,500.

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into this 1st day of October, 2012 by and between Jefferson County, Alabama d/b/a Cooper Green Mercy Hospital-St. George's Clinic, hereinafter called "the County", and The Board of Trustees of the University of Alabama for The University of Alabama School of Medicine-1917 Dental Clinic, hereinafter called, "the Contractor".

The effective date of this agreement shall be October 1, 2012.

WHEREAS, the County desires to contract for a oral health services for HIV infected patients of Cooper Green Mercy Hospital's St. George Clinic, hereafter called "the Hospital"; and

WHEREAS, the Contractor desires to provide said oral health services for HIV infected patients of Cooper Green Mercy Hospital's St. George Clinic 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 provide there are no Merit System or Classified employees available to fill this position.

2. **SCOPE OF SERVICES:** The Contractor shall perform all necessary professional services provided under this Contract as required by the Hospital. The Contractor shall do, perform, and carry out in a satisfactory and proper professional manner of oral health services to HIV infected patients at the Hospital's St. George Clinic. .

3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:**

The completion date of all services under this Contract is September 30, 2013. However, the Contract may be extended, at the County's option, for two (2) additional one-year periods, not to exceed (3) three full years.

4. **COMPENSATION:** The contractor shall be paid at the rate of one hundred percent (100%) of Master Fee Schedule (Attachment A on file in the Minute Clerk's office), hereby referenced and made a part of this contract, payable monthly by invoice. Invoice shall state patient's name, date of service, insurance status, services rendered, and signed by the clinician providing the services. Services shall only be provided and billed for indigent patients without a third party payor that are referred by St. George's Clinic. Indigent status of patients shall be verified by St. George's Clinic prior to referral for services and by 1917 Dental Clinic staff prior to scheduling services. Failure of the County to issue payment for services rendered within 60 (sixty) days following invoice will result in a suspension of services by the Contractor until such time that payment is received by the Contractor. Services to be provided until a maximum of \$129,500.00 has been invoiced and paid.

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

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

7. **CONFIDENTIALITY:** Both Contractor and County agree to abide by all federal, state, and local laws pertaining to confidentiality and disclosure with regard to all information and records obtained or reviewed in the course of providing services. Neither party to the Agreement shall use the name of the other party in any promotional or advertising material without the prior written consents of the other party.

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

9. **LIABILITY:** The Contractor shall not, with prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to other as an agent of or act on behalf of the COUNTY. The Contractor will indemnify and hold harmless the COUNTY, its description resulting from the performance of the Contractor, its agents, and Subcontractors or employees under this Contract.

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

11. **INSURANCE:** Contractor will maintain such insurance as will protect him and the County from claims under Workmen's Compensations Acts and from claims for damage and/or personal injury, including death, which may arise form 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.

*{UAB, a division of the Board of Trustees of the University of Alabama, a state agency, cannot waive immunity conferred by the Ala.

Const., Article 1 [14]. The exclusive forum in which a claim can be asserted against UAB is the State of Alabama Board of Adjustment. UAB maintains self-insurance coverage to applicable to the negligent acts and omissions of its officers and employees, which occur within the scope of their employment by UAB. UAB has no insurance coverage applicable to third party acts, omissions or claims, and can undertake no obligation that might create a debt on the State Treasury.}

12. COUNTY FUNDS PAID: Contractor and the Contractor representative signed below certify by the execution of this Agreement that no part of the funds paid by the County pursuant to the 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 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 contractors nor any of its officers, partners, owners, agents, representatives, employees or parties 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 expressively set out in the scope of work or services of the 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 the Agreement.

13. 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 there from.

14. Any violation of this certification shall constitute a breach and default of the Agreement which shall be cause for termination. Upon such termination contract 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 the presents to be executed by their duly authorized representative.

CONTRACTOR: The Board of Trustees of the University of Alabama for the University of Alabama at Birmingham
Patricia Raczynski, Associate Vice President for Financial Affairs

JEFFERSON COUNTY, ALABAMA:

Sandra Hullett, M.D., CEO and Medical Director - Cooper Green Mercy Hospital
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.

Nov-14-2012-916

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an amendment to the agreement between Jefferson County, Alabama and The Board of Trustees of The University of Alabama for The University of Alabama at Birmingham, to provide immunology and rheumatology services, which will increase the amount from \$54,184 to \$96,906.

CONTRACT AMENDMENT

This contract extension by and between Jefferson County Commission d/b/a Cooper Green Mercy Hospital, hereinafter referred to as "The Hospital," and UAB Rheumatology hereinafter referred to as the "Contractor," is hereby amended on August 23, 2012 as follows:

WITNESSETH:

WHEREAS, the Jefferson County Commission desires to amendment this Contract; and

WHEREAS, the Contractor desires to extend this Contract.

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

The Contract between the parties, entered into on the 31st of July 2012, in Minute Book 163, Page(s) 401-402, is hereby amended as follows: Increase the amount of this contract from \$54,184.00 to \$96,906.00

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

Jefferson County Commission

Cooper Green Mercy Hospital

W. D. Carrington, President - Jefferson County Commission

Sandral Hullett, CEO/Medical Director

Board of Trustees of The University of Alabama for The University of Alabama at Birmingham

Patricia Raczynski, Associate Vice President for Financial Affairs

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement and an addendum between Jefferson County, Alabama and the American Red Cross to provide blood and blood products to Cooper Green Mercy Hospital.

Cooper Green Mercy Hospital - Oct 2012

AMERICAN RED CROSS BLOOD SERVICES AGREEMENT

The American National Red Cross through its Blood Services Regions is committed to providing the blood products ("Blood") and related services ("Services") as set forth in Attachment A to patients in need of such Blood and Services. (Attachments on file in the Minute Clerk's office)

It is the understanding of the American National Red Cross that the Jefferson County Commission d/b/a Cooper Green Mercy Hospital ("Customer") would like The American National Red Cross, Alabama and Central Gulf Coast Region ("ARC") to provide Blood and Services as described in this agreement and its attachments ("Agreement") in order to further a common goal of most efficiently serving the needs of patients who require Blood and Services.

In consideration of the mutual covenants and undertakings contained in this Agreement, and of other good and valuable consideration, the receipt and sufficiency of which are acknowledged, ARC and the Customer (the "Parties"), intending to be legally bound, agree as follows:

1.0 Blood Products and Services

1.1 ARC will use reasonable efforts to supply Customer, and Customer will purchase, the Blood and Services asset forth in Attachment A. If ARC modifies or discontinues a Blood product or Service, ARC will provide Customer with ninety (90) days' prior written notice, which will automatically modify Attachment A accordingly.

1.2 Customer will promptly inspect the Blood upon receipt and report any actual or suspected damage, irregularity, testing or labeling error. Customer will also promptly report Blood lost due to shipping error. Acceptable reasons for Blood returns are set forth in Attachment B.

1.3 Customer will own, control and be responsible for the Blood upon receipt. However, ARC may retrieve any Blood based upon (a) a need for the Blood due to emergency situations, or (b) a determination that the Blood may not be suitable for transfusion.

1.4 If the Customer uses the Blood in a fashion that creates a need for human subject research protections, Customer will ensure such protections are provided, including without limitation, human subject informed consent.

1.5 Customer will keep complete and accurate records, as required by the Regulations (as defined in Article 2.0), of patients supplied with Blood (product names, lot identifications and quantities), any therapeutic adverse effects and complaints and other Blood-related information.

2.0 Regulations

2.0 The Parties will comply with applicable laws and industry standards, including without limitation, requirements, regulations, standards, recommendations, specifications, guidelines and directives of the Food and Drug Administration ("FDA") and ARC; standards of the Joint Commission and AABB; U.S. economic sanctions; anti-terrorism and anti-money laundering laws; the USA PATRIOT Act; laws administered by the U.S. Treasury Department's Office of Foreign Assets Control; and Executive Order 13224 ("Regulations").

2.1. The American Red Cross tests for bacterial contamination in apheresis platelets (SDP) and platelets, pooled, leukocyte reduced (PSP). Testing is conducted utilizing an FDA approved bacterial culturing method. The Red Cross reserves the right to conduct tests using an alternative FDA approved detection system in the future. The Red Cross does not test for bacterial contamination in random donor platelets (RDP).

3.0 Notifications

3.1 ARC will promptly notify Customer when information indicates that Blood may deleteriously affect a transfusion recipient; provided, however, that ARC will not reveal the identity of any Blood donor.

3.2 Upon discovery, Customer will report possible transfusion-transmitted infections or other serious complications associated with transfusion which may have resulted from Blood ("Adverse Event"). Customer will cooperate with ARC's investigation of any Adverse Event and supply information concerning the recipient of the Blood to ARC, upon forms provided by ARC.

3.3 With respect to ARC-manufactured Blood, ARC will provide the following notifications to the Customer: (a) within three calendar days if Blood collected from a donor who tested negative at the time of donation but tests reactive for evidence of HIV or HCV infection on a later donation or who is determined to be at increased risk for transmitting HIV or HCV infection; (b) within forty-five (45) days of the test, of the results of the supplemental (additional, more specific) test for HIV or HCV, as relevant, or other follow-up testing required by the FDA; and (c) as set forth in 21 C.F.R 610.48(b)(3). Under no circumstances will ARC ever reveal the identity of the Blood donor.

4.0 Term and Termination

4.1 This Agreement will begin on October 1, 2012 ("Effective Date") and continue for twelve (12) months ("Term") unless terminated as described herein. The Term will automatically renew for successive twelve (12) month periods unless a Party provides written notice of termination at least thirty (30) days before the expiration of the initial Term or any successive Term. ARC may amend the Fees (as defined in Section 5.1) during the initial and successive Terms as provided in this Agreement.

4.2 A Party may unilaterally terminate this Agreement: (a) if the other Party fails to fulfill any one or more of its obligations under this Agreement ("Breach") and the Breach continues for a period of thirty (30) days after the non-breaching Party sends written notice of the Breach, (b) if any of the Regulations are amended in a way that precludes a Party from performing its obligations under this Agreement, effective upon the effective date of the amended Regulation; or (c) if a Party ceases to operate or otherwise function as a business.

4.3 Unless otherwise provided in this Agreement, the following provisions will survive termination or expiration of this Agreement: Sections 1.2, 1.3, 1.5, 3.2, 4.3. and 7-11 through 7-5, 7.11 and Articles 5.0 and 6-0.

5.0 Fees and Payment

5.1 Customer will pay ARC the amount for the Blood and Services as set forth in Attachment A (each amount, a "Fee"), minus any discounts (as applicable), subject to adjustments described in this Article and Attachment A.

5.2 This Agreement is subject to compliance by the Parties with: (a) all recommendations from, or requirements mandated by, any state or federal agency, and (b) requirements of applicable accreditation agencies. Customer is responsible for the incremental costs of such recommendations and requirements, so long as ARC provides Customer with sixty (60) days' prior, written notice of such incremental costs.

5.3 In addition to its rights in Section 5.2 and Attachment A, ARC may amend any of the Fees in the aggregate by providing the Customer with an initial notice of estimated Fee increases at least sixty (60) days prior to the end of the Term and successive Terms, with final Fee increases provided in writing before the end of the Term and successive Terms. The Fee increases described in this Section 5.3 are effective on the first day of each successive Term.

5.4 ARC will issue periodic invoices for Blood and Services provided to Customer. Except to the extent that Attachment A may provide otherwise, Customer will pay ARC in immediately available funds within thirty (30) days after the date of the invoice. Customer will pay a late fee on all amounts outstanding in excess of thirty (30) days following the date of invoice at an annual average rate of eighteen percent (18%), computed at one and one half percent (1.5%) per month, or, the maximum percentage established by the governing law referenced in Section 7.3, whichever is lower. Customer's eligibility for discounts is in ARC's sole discretion. Customer will provide information on all discounts or rebates, as applicable, to government health care programs and other entities in accordance with the Regulations.

6.0 Exclusion of Liability

6.1 CUSTOMER ACKNOWLEDGES THAT RESULTS OF TESTS PERFORMED BY ARC ARE NOT GUARANTEED. THE ELIMINATION OF SOME ERRORS IS NOT POSSIBLE DUE TO THE NATURE OF THE TESTS. ARC DOES NOT GUARANTEE OR WARRANT THE BLOOD OR SERVICES. ARC IS NOT RESPONSIBLE FOR ANY LOSS OR DAMAGE ARISING OUT OF THE BLOOD OR SERVICES, UNLESS AND ONLY TO THE EXTENT CAUSED BY ARC'S NEGLIGENCE OR MISCONDUCT.

6.2 Notwithstanding anything herein to the contrary, neither Party is liable to the other for any breach, loss or damage of any kind arising out of delay or failure to perform any obligation in this Agreement if such delay or failure occurs for reasons beyond that Party's control, including without limitation, delay or failure caused by: unavailability, failure or shortage of power or supplies; fire, flood, storm or abnormally inclement weather; act of God; act of war, terrorism, strike, work stoppage, other labor unrest, or riot; act or omission of the government (including FDA withdrawal and recall recommendations); inadequate voluntary donations of Blood or unavailability of the Blood; an act or omission in the process of manufacture, production or supply under the control of third parties; or any other emergency.

7.0 General Provisions

7.1 Confidentiality: Neither Party will disclose to any third party any provision in this Agreement unless: (a) required by law, in which case, the disclosing Party will provide prompt advance notice of disclosure so the other Party may seek a protective order or other remedy; (b) required by an accreditation or regulatory agency during an inspection, in which case, the disclosing Party will protect the disclosures through the use of a comprehensive non-disclosure agreement, or (c) such disclosure is to the disclosing Party's legal or financial advisor(s), in which case, the disclosing Party will protect the disclosures through the use of a comprehensive non-disclosure agreement.

7.2 Name and Marks: No Party will use the name, logo or marks of the other without prior written authorization, provided, however, that the Parties may disclose the relationship created by this Agreement.

7.3 Governing Law: This Agreement is governed by the laws of the State of ARC's place of business as set forth in the signature block without giving effect to such State's choice or conflict of law rules or principles.

7.4 Notices: The Parties will provide the notices required by this Agreement by certified or registered first-class mail, return receipt requested, or, by a recognized overnight courier service that provides proof of delivery, to the names and addresses in the signature block. A Party may change its notice address by providing the other Party with prior written notice of the change of address.

7.5 Interpretation: All references to 'days' in this Agreement are to calendar and not business days. If there is a conflict between this Agreement and any un-referenced attachment, order, request for proposal, proposal, invoice or verbal agreement, the terms of this Agreement govern. The descriptive headings contained in this Agreement are included for convenience of reference only and do not affect the meaning or interpretation of this Agreement. This Agreement, which includes its preamble and attachments, is the entire understanding of the Parties for the supply of Blood and Services, and replaces all prior agreements and undertakings between the Parties for the supply of Blood and Services. No single remedy in this Agreement is exclusive of any other remedy in the Agreement. In addition, the rights and remedies in this Agreement are not exclusive and are in addition to any other rights and remedies provided by the Regulations.

7.6 Modification Assignment and Subcontracting: Unless otherwise provided in this Agreement, this Agreement will not be modified, assigned or subcontracted unless the Parties agree in writing.

7.7 Waiver: No waiver of any default of, or failure to enforce, any provision in this Agreement will: (a) be deemed a waiver of any other default or right to enforce any other provision, or (b) affect the right of a Party to require prompt performance of the defaulted or unenforced provision at any future time, or (c) be deemed a waiver of the same provision on any other occasion.

7.8 Severability: If any provision in this Agreement is unenforceable and removed, the remaining provisions will remain in full force and effect. If applicable, the Parties will negotiate an enforceable provision that is similar to the removed provision.

7.9 Cost Accounting: To the extent required by law, for four (4) years after the provision of Blood and Services, ARC will make available to the Secretary of Health and Human Services, the Comptroller General, or their designees ("Requesting Authority"), upon written request by the Requesting Authority, a copy of this Agreement and documentation related to this Agreement to certify the nature and extent of costs associated with rendering the Blood and Services. If ARC provides any of the Blood or Services through a subcontract with a related organization (as defined in 42 CFR 420.301) valued at \$10,000 or more over a twelve (12) month period ("Subcontract"), then the Subcontract will contain a clause duplicate to that set forth in this Section, applicable to ARC and the related organization.

7.10 Relationship of the Parties: Each of the Parties will participate in this Agreement as an independent contractor. This Agreement does not create any association, agency, partnership, employment relationship or joint venture between the Parties. Contractor acknowledges that Contractor, Contractor's agents, and Contractor's employees are not agents or employees of Hospital for any purpose and is not entitled to any type of leave, insurance, or other employee benefit from Hospital. Contractor shall not represent itself to any third party as an agent or employee of Hospital.

7.11 Disputes: The Parties will resolve disputes arising out of this Agreement, other than breaches of Sections 7.1 and 7-2, through arbitration by a panel of three arbitrators in accordance with the CPR Institute for Dispute Resolution Rules for Non-Administered Arbitration. The place of arbitration is the city of ARC's place of business as set forth in the signature block. The decision of the arbitrators will be final and binding and judgment upon the arbitrators' award may be entered by any court of competent jurisdiction.

Authorized representatives of the Parties have executed and delivered this Agreement as of the Effective Date.

THE AMERICAN NATIONAL RED CROSS, ALABAMA AND CENTRAL GULF COAST REGION

Mark Beddingfield
Chief Executive Officer

Cooper Green Mercy Hospital
Sandra Hullett, MD - CEO/Medical Director

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

Addendum

1. This contract is entered into by and between Jefferson County Commission d/b/a Cooper Green Mercy Hospital and American Red Cross

2. Terms of Agreement: The term of this Agreement shall begin on the date the contract is signed by the Jefferson County Commission President. The contract term ends September 31, 2013 and may be renewed at the County's option for two additional years.

3. 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.

4. Termination for Convenience

Upon Thirty (30) days written notice to 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 acceptable 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.

5. Assumption of Risk, Hold Harmless Indemnification.

Contractor acknowledges that Contractor, Contractor's agents, and Contractor's employees are not agents or employees of Hospital for any purpose and is not entitled to any type of leave, insurance, or other employee benefit from Hospital. Contractor shall not represent itself to any third party as an agent or employee of Hospital. Each Party agrees to indemnify and hold harmless the other Party (to the extent allowed under applicable law and liability coverage) from and against any and all claims, loss, damages, liability, costs, expenses, judgments or obligations resulting from the negligent act, failure to act or willful misconduct of the indemnifying Party, its employees, partners, officers or agents.

6. NON-ASSIGNMENT. Vendor may not assign the services furnished under this Agreement to any third party without the prior written

permission of CGH.

7. SECTION CONTROLS CONFLICTING AMENDMENT PROVISIONS (SURVIVAL):

To the extent the provisions contained in this AMENDMENT contradict, are inconsistent, or are in conflict with any prior agreements between the County and the "contractor", including any Work Orders executed pursuant to this Agreement, this AMENDMENT supersedes any conflicting or inconsistent provisions of any prior agreement and is controlling to the extent necessary to resolve such conflict or inconsistency, Any and all provisions in a prior agreement not inconsistent with the AMENDMENT will remain valid and binding.

Vendor

American Red Cross

Jefferson County Commission

W. D Carrington, Commission President

Cooper Green Mercy Hospital

Sandra Hullett, MD - CEO/Medical Director

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

Nov-14-2012-918

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 ADL Data System to provide patient records and billing services software maintenance for the period October 1, 2012 - March 31, 2013 in the amount of \$12,812.58.

Contract ID: 00003718

RFP: 24-08

AMENDMENT # 2 TO CONTRACT

This is an Amendment to the Contract by and between Jefferson County, Alabama d/b/a Jefferson Rehabilitation and Health Center, hereinafter called the "County" and ADL Data Systems, Inc., hereinafter called "the Contractor" to provide Rehabilitation Services for the JRHC.

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 referenced above, which was approved by the Jefferson County Commission on June 1, 2010 and recorded in Minute Book 160, Page(s) 44-45, is hereby amended as follows:

Amend the Terms of Work paragraph as follows: This contract will be effective October 1, 2012 through March 31, 2013.

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

JEFFERSON COUNTY, ALABAMA

David Carrington, President

Jefferson County Commission

CONTRACTOR:

_____, President

ADL Data Systems, Inc.

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

Nov-14-2012-919

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Stephen Ward & Associates, Inc. to provide roofing design, drawings, specification development, bidding and installation contractor work monitoring for the following roofing projects: 2121 Building,, Camp Ketona, Operations Center and the old laundry warehouse for the period November 1, 2012 - October 31, 2014 in the amount of \$60,525.

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT entered into this November 1, 2012, by and between Jefferson County Commission, hereinafter called "the County, and Stephen Ward & Associates, Inc. located at 300 Office Park Drive, Suite 120, Birmingham Alabama 35223, hereinafter called

"the Contractor."

WHEREAS, the County desires to contract for Roofing Consulting services for the Projects listed in "Scope of Services".

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

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

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

SCOPE OF SERVICES: Provide Roofing Design, Drawings and Specification development, Bidding and Installation Contractor Work monitoring for the described projects;

Project 1; 2121 Building, Roof "A" Appendage Modification

Project 2; Camp Ketona, Shop & Warehouse Roofs Replacement and Miscellaneous Repairs, Tornado Damage

Project 3; Operations Center, Roof "A"- Repair and Roof "B"-Replacement

Project 4; Old Laundry Warehouse Roof "A"-Repair, Tornado Damage

TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The term of the contract is for 24 months beginning November 1, 2012 through October 31, 2014 or project completion.

COMPENSATION: Lump Sum Fees as follows;

Project 1; 2121 Building \$10,775.00

Project 2; Camp Ketona . \$36,000.00

Project 3; Operations Center \$ 7,500.00

Project 4; Old Laundry Warehouse \$ 6,250.00

TOTAL FEE: \$60,525.00

REIMBURSEABLES: Included in Lump Sum Fee

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

Contractor: Stephen Ward & Associates, Inc.
300 Office Park Drive, Suite 120
Mountain Brook, Alabama 35223

Copy to: Jefferson County General Services
Director
716 Richard Arrington Jr. Blvd. North
Room 1
Birmingham, AL 35203

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

CONTRACTOR

JEFFERSON COUNTY, ALABAMA

Stephen Ward, President

W. D. Carrington, President, Commission

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

Nov-14-2012-920

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a License Agreement between Jefferson County, Alabama and Birmingham Regional Paratransit Consortium, d/b/a Clastran for lease of space in the 2121 Building for FY2012-2013 in the amount of \$51,930 - revenue.

LICENSE AGREEMENT

WHEREAS, Jefferson County is the owner of property located at 2121 Reverend Abraham Woods, Jr., Boulevard, Birmingham, Alabama 35203, hereinafter known as the "2121 Building"; and

WHEREAS, Jefferson County desires to enter into a License Agreement between the County and the Birmingham Regional Paratransit Consortium, d/b/a Clastran for certain office space located on the 11th Floor of said 2121 Building.

WITNESSETH:

By this Agreement made between the Jefferson County Commission (hereinafter referred to "Jefferson County) and Birmingham

Regional Paratransit Consortium, d/b/a Clastran (hereinafter referred to as "Clastran,,"), agree on the following:

IN CONSIDERATION OF THE PREMISES, Jefferson County hereby lets and licenses to Clastran for the term of this Agreement:

Property located at: 2121 Reverend Abraham Woods Jr., Blvd
Birmingham, Alabama 35203
11th Floor office space, measuring 4,404 Square feet.

1. Term:

The term of the License is for one year, beginning October 1, 2012, and ending on September 30, 2013. At the expiration of said term, the License may be considered by Jefferson County for a renewal term with such terms as agreed upon by the parties.

2. Rent:

Clastran agrees to pay Jefferson County rent in the amount of \$51,930 per year. Said amount shall include maintenance, utilities and janitorial service. Said \$51,930 per year shall be paid in monthly installments of \$4,327.50.

3. The Parties Also Agree:

A. Clastran agrees to occupy the premises and shall keep the same in good condition and shall not make any alterations thereon without the written consent of Jefferson County.

B. Any amendments to this Agreement shall be in writing and signed by both parties.

4. Termination:

Jefferson County shall have the right to terminate this License immediately upon default by Clastran of any provision hereof and/or upon thirty (30) days written notice to Clastran for the convenience of Jefferson County.

5. Insurance:

Clastran shall not assign or alienate this License in any manner whatsoever without written consent and approval of Jefferson County. Clastran hereby agrees to indemnify, hold harmless and defend Jefferson County, its elected officials and employees from and against any liabilities for damages or loss or claims in any manner arising out of its use and occupancy of said office space. Clastran hereby agrees to purchase and maintain throughout the term of this License and all extensions hereof, comprehensive general public liability insurance, naming the Jefferson County Commission, Jefferson County, Alabama, its Commissioners, County Manager and County employees as named insurers with a company duly authorized and approved to do business in Alabama. Clastran agrees to provide a copy of said insurance policy and each renewal certificate thereafter to Jefferson County. Said insurance will include minimum coverage as follows: (1) \$300,000 for personal injury, liability and/or death from any one occurrence; (2) \$100,000 for personal injury and/or any single injury or death; (3) a clause obligating the insurance company to give not less than thirty (30) days written notice to the President of the Jefferson County Commission and the Director of General Services of Jefferson County, Alabama, for cancellation thereof. No such cancellation shall relieve the insurance company for any insurance liability or responsibility for any occurrence, injury, death or claim whatsoever occurring or arising before the cancellation becomes effective.

6. Worker's Compensation Insurance:

Worker's compensation insurance is required by law, for all Clastran employees.

7. Liens:

Clastran shall not suffer or permit any mechanics' or materialmen's liens to be filed against the premises or other property of Jefferson County by reason of any work, labor, services, materials or equipment supplied or claimed to have been supplied to Clastran or any contractor or subcontractor of Clastran. If any mechanics' or materialmen's lien is filed against the premises or other property of Jefferson County, the Clastran shall promptly, after notice of filing, either (i) cause the same to be discharged of record by deposit in court or by the issuance of a bond; or (ii) furnish the Licensor with indemnification or other security against loss or damage arising from the lien in form and substance satisfactory to Jefferson County. If Clastran learns of any claim or action pertaining to mechanics' or materialmen's liens with respect to the premises or other property of Jefferson County, Clastran shall give prompt notice of the same to Jefferson County.

8. Governance Clause:

The parties agree that this License Agreement is made and entered into in Jefferson County, Alabama and that all services, materials and equipment to be rendered pursuant to said License Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this License 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 License Agreement shall be the Circuit Court of Jefferson County, Alabama, Birmingham Division.

IN WITNESS WHEREOF, the parties have caused this License to be executed in their names and behalves this day of , 2012.

JEFFERSON COUNTY, ALABAMA

W.D. CARRINGTON, President

Jefferson County Commission

BIRMINGHAM REGIONAL PARATRANSIT CONSORTIUM, d/b/a CLASTRAN

FENN CHURCH, Executive Director

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

Stephens, Knight, Brown and Carrington.

Nov-14-2012-921

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of C. Grant Mitchell to serve a full term on the Palmerdale Fire District Board, beginning upon approval and ending November, 2017, be and hereby is approved.

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

Nov-14-2012-922

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the liquor application submitted by Empire Snack Shop, LLC, applicant; Rozina Kalani Hooda, Member/Store Manager; Akbar Amin Hooda, Member/Store Manager; d/b/a Forestdale Exxon located at 1601 Forestdale Blvd., Birmingham, AL 35214 for an 050 Retail Beer (off-premise only and 070 Retail Table Wine (off-premise only) license, be and hereby is approved.

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

Nov-14-2012-923

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

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

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

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

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

Z-2012-018 McCalla Youth Athletic Association, owner; Jefferson County Commission, agent. Change of zoning on Parcel ID# 43-22-2-0-part of 2 in Section 22 Twp 20 Range 5 West from A-1 (Agriculture) to INSTITUTIONAL-1 for a community youth athletic field complex. (Case Only: 6285 Eastern Valley Road, McCalla, AL 35111) (McCALLA) (25.85 Acres M/L)

RESTRICTIVE COVENANTS: 1. all lighting is to be directed downward and away from any adjoining residential properties or public rights-of-way; 2. the existing vegetation shall be preserved along the entrance and creek to the maximum extent possible; 3. a traffic study shall be conducted and submitted to the Department of Roads & Transportation for review and approval; and 4. a preliminary drainage study, taking into account the area's flood zones and a No-Rise Certificate with all applicable supporting technical data and analysis shall be submitted for review and approval by Land Planning & Development Services and the Department of Roads & Transportation.

Z-2012-019 Steven Neal & Sherry Teresa Hannah, owners. Change of zoning on Parcel ID#s 2-25-2-0-part of 3 and 2-26-1-0-1 in Section 25 Twp 14 Range 2 West from A-1 (Agriculture) to INSTITUTIONAL-1 for expansion of a cemetery. (Case Only: 9451 Thermal Road, Warrior, AL 35180) (MASSEYLINE) (7.05 Acres M/L) Ref. S-2012-011

RESTRICTIVE COVENANTS:1. Any cemetery expansion on this property shall comply with the applicable requirements set forth in the CEM-1 (Cemetery) Zoning District (e.g., the minimum site area requirement excepted); and,

2. construction plans must be submitted for approval by the Department of Roads & Transportation before opening any new direct access to Thermal Road.

Motion was made by Commissioner Stephens seconded by Commissioner Knight that Z-2012-018 and Z-20120-019 be approved. Voting "Aye" Stephens, Knight, Brown and Carrington.

Nov-14-2012-924

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and the City of Bessemer to provide election services for the Municipal Election to be held on November 27, 2012 and if required, a run-off election on January 8, 2013 in the amount of \$11,733 - revenue.

CONTRACT FOR ELECTION SERVICES

This Agreement is entered into this 16th day of October 2012 by and between Jefferson County, Alabama, political subdivision of the state of Alabama (hereinafter called "the County"), and the City of Bessemer, Alabama, a municipal corporation. (hereinafter called "the City").

WHEREAS, the City's Municipal Election will occur on November 27, 2012 and, if required, a run off election will occur on January 8, 2013; and

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

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

For the election on November 27, 2012. The City shall pay to the County, in advance of the provision of any service or equipment, the following unit pricing rates for each service or equipment as follows:

- M100 Voting Machines----\$45.00 each Automark Units----\$450.00 each
- M650 Voting Machines----\$450.00 each
- ePollbook Laptops----\$100.00 each
- Cellular Telephone----\$20.00 each
- Voter list for posting/publishing per thousand names--\$11.00 per 1,000 names on the list rounded up to the next thousand; multiplied by the quantity of list(s) requested.
- Voter List on compact disc per thousand names--\$11.00 per 1,000 names on the list rounded up to the next thousand; multiplied by the quantity of disc(s) requested; plus \$45.00.

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

Bond Election- Requested Equipment

a.	M100 Voting Machines (\$450.00 each)	
	2 <u>Machines @ \$450.00</u> each =	\$ 900.00
b.	Automark Machines (\$450.00 each)	
	1 Machine @ \$450.00 each =	\$ 450.00
c.	M650 Voting Machines (\$450.00 each)	
	_____ Machines @ \$450.00 each =	
d.	ePollbook Laptops (\$100.00 each)	
	2 Laptops @ 100.00 each =	\$ 200.00
b.	Cellular Telephone (\$20.00 each)	
	2 Telephones @\$15.00 each =	\$ 40.00
c.	Voter List for posting/publishing (\$11.00 per thousand names rounded up = 134 cost per list) Multiplied by 1 quantity of list(s) requested =	
d.	Voter List on Compact Disc ((\$11.00 per thousand names rounded up= 134 cost per disc) Multiplied by 1 quantity of disc(s) requested + \$45.00=	
	Bond Election Equipment or Service Total Cost	\$1,590.00

Following receipt of the City's payment, the County shall provide the lists, electronic data, laptops, and cell phones to the City Clerk who shall provide the County with a receipt therefore. The County shall further provide the City with the following at no additional cost:

An absentee list

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

RUNOFF ELECTION ON January 8, 2013. In the event of a run off election, the County will provide the requested equipment and services under the terms and conditions set forth, herein, provided the County receives full payment for such equipment and services before the voting machines are to be delivered. Actual cost will be determined by the quantities of equipment or services requested using the specified unit pricing. Pricing will be provided in the form of an invoice for payment and will be attached as a supplement ("Attachment A" - on file in the Minute Clerk's office), to this agreement.

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

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

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

JEFFERSON COUNTY, ALABAMA

W. D. CARRINGTON, President

Jefferson County Commission

CITY OF BESSEMER, ALABAMA

Kenneth E. Gulley, Mayor

ATTEST

_____, City Clerk

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

Nov-14-2012-925

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

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

Hazard Mitigation Grant # 1971-219 - 24 residential safe rooms - \$101,798

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

Nov-14-2012-926

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and the District Attorney and Deputy District Attorney Sarah Beth Ritchey to have the County provided compensation, pension contribution and health insurance amounts paid directly to the Office of Prosecution Services and merged with State provided compensation and paid to the Deputy District Attorney on the OPS payroll so that the entire compensation may be considered for the State pension.

AGREEMENT

RECITAL:

Alabama law requires Jefferson County to pay specified annual compensation to the Birmingham and Bessemer District Attorneys and their deputies. The law also requires the State to pay a portion of the compensation for the District Attorneys and for some of the Deputy District Attorneys. Where the compensation responsibility is divided between the County and the State, the Attorneys' pension membership is also divided between the County pension and the State pension. Through this Agreement, the parties establish an option for the District Attorneys and the Deputy District Attorneys to elect to have the County provided compensation, pension contribution and health insurance

amounts for single or family coverage paid directly to the Office of Prosecution Services (OPS) and merged with the State provided compensation and paid to the Deputy District Attorney on the OPS payroll so that the entire compensation may be considered for the State pension.

WITNESSETH:

IN CONSIDERATION OF THE PREMISES, Jefferson County (the County), the District Attorney and the Deputy District Attorney agree as set out below:

Definition: As used herein the term "County provided compensation/benefits" shall mean:

- a) The respective salary amounts for DDA's established by legislative act (and as amended) applicable to the Birmingham and Bessemer District Attorneys Offices and directed to be payable by Jefferson County as salary compensation;
- b) An amount equal to 3% of the salary compensation representing an employer pension match;
- c) An amount equal to 86% of the amount paid by the State toward the cost of State health insurance for either single or family coverage elected by the DDA.

* In accordance with past practice, the County shall include an amount for FICA upon the condition that the County will be reimbursed by the State.

- 1) By execution below, the Deputy District Attorney hereby elects to have his County-provided compensation/benefits paid directly to the Office of Prosecution Services and merged with his State-provided compensation and paid to him on the OPS payroll.
- 2) By execution below, the District Attorney hereby endorses and approves the above election of the Deputy District Attorney.
- 3) The County hereby agrees to make monthly payments of the County-provided compensation/benefits directly to the Office of Prosecution Services for merger with the State-provided compensation and paid to the Deputy District Attorney on the OPS payroll.
- 4) The amount initially to be paid by the County is set out on the attachment. Provided however, the amounts shall be automatically amended to reflect changes in the compensation to be paid by the County; i.e., the annual step raises and promotions for Deputy District Attorneys and changes in insurance coverage and the amount paid by the State.
- 5) This Agreement may be terminated by any party upon two months prior written notice to the other parties.
- 6) The effective date of this Agreement shall be July 1, 1999, or upon the effective date of the undersigned DDA's election, if later.

IN WITNESS WHEREOF, the parties have executed this Agreement as reflected below.

JEFFERSON COUNTY, ALABAMA
W. D. Carrington, President
Jefferson County Commission
Brandon K. Falls, District Attorney
Birmingham Division
Sarah Beth Ritchey, Deputy District Attorney
Birmingham Division

AMENDMENT AGREEMENT

WITNESSETH

IN CONSIDERATION OF THE PREMISES, the Agreement between Jefferson County (the County), the District Attorney, and the Deputy District Attorneys of October, 1999, approved by County Commission Resolution No. Sept. 29-99 No. 1274, Minute Book 125, page 531, is hereby amended as follows:

Paragraph (3), page 2, is amended to read:

- (3) The County hereby agrees to make the quarterly payments in advance, no later than the 10th day of the months January, April, July and October of each year, of the County-provided compensation/ benefits, directly to the Office of Prosecution Services for merger with the State-provided compensation and paid to the deputy district attorney on the OPS payroll.

IN WITNESS WHEREOF, the parties have executed this Amendment Agreement as reflected below.

JEFFERSON COUNTY, ALABAMA
W. D. Carrington, President
Jefferson County Commission
Brandon K. Falls, District Attorney
Sarah Beth Ritchey, Deputy District Attorney

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

Nov-14-2012-927

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 Behavioral Interventions, Inc. to provide equipment and monitoring for the Electronic Monitoring Program for the period September 1, 2012 - August 31, 2013 in the amount of \$72,000.

Contract ID: CON-00004065

Ref Bid: 120-10/Con-00001021

AMENDMENT TO CONTRACT No 2

This is an Amendment to the Contract by and between Jefferson County, Alabama (hereinafter called "the County") and Behavioral Interventions, Inc. (hereinafter called "the Contractor").

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 September 27, 2011, at M.B. 162, Pg. 254-257, is hereby amended as follows:

- Item 3. Amend the Terms of Work paragraph as follows: This contract will be effective September 1, 2012 through August 31, 2013.
- All other terms and conditions to the original contract remain the same.

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, Commission President

CONTRACTOR

Michael Pharris, Assistant Controller

Behavioral Interventions, Inc.

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

Nov-14-2012-928

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an amendment to the agreement between Jefferson County, Alabama and Foreign Language Services to provide language services for FY2012-2013 in the amount of \$3,000.

Contract ID: CON-00004099

Bid: 213-10

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and between Jefferson County, Alabama (hereinafter called "the County") and Foreign Language Services, Inc. (hereinafter called "the Contractor").

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 14, 2012, at M.B. 161, Pg. 86-87, is hereby amended as follows:

- Item 3. Amend the Terms of Work paragraph as follows: This contract will be effective October 1, 2012 through September 30, 2013.
- All other terms and conditions to the original contract remain the same.

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, Commission President

CONTRACTOR:

Caroline S. Myers

Foreign Language Services Inc.

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

Stephens, Knight, Brown and Carrington.

Nov-14-2012-929

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

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

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

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

Nov-14-2012-930

BE IT RESOLVED by the Jefferson County Commission that the Commission President is hereby authorized to sign Amendment #4 to the Neighborhood Stabilization Program (NSP) Agreement with Greater Birmingham Habitat for Humanity which extends the term of the agreement to February 15, 2013. This Program is funded by the U.S. Department of Housing and Urban Development as part of the Housing and Economic Recovery Act of 2008 and has been awarded through the Alabama Department of Economic and Community Affairs (ADECA).

NEIGHBORHOOD STABILIZATION (NSP) PROGRAM AGREEMENT
BETWEEN GREATER BIRMINGHAM HABITAT FOR HUMANITY
AND
JEFFERSON COUNTY
AMENDMENT #4

This Amendment No. 4 dated , 2012, will modify the abovereferenced Agreement, between Jefferson County, Alabama (the "County") and Greater Birmingham Habitat for Humanity (hereinafter called "HABITAT") and executed by the Jefferson County Commission on September 22, 2009 and recorded in Minute Book 158 page(s) 467 of the Official Minutes and Records of said County Commission, as follows:

The purpose of this Amendment is to extend the term of the agreement.

I. The second sentence of the following Section of the Agreement shall be amended to read as follows:

C. Schedule for Completion of Services

The Project shall be completed by no later than February 15, 2013 and all pay requests must be submitted no later than February 22, 2013.

Except as expressly modified herein, the Agreement remains in full force and effect and the parties hereto do ratify and affirm the Agreement as modified herein. This Amendment shall be governed by the laws of the State of Alabama. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute the same instrument. Delivery of a facsimile of this Agreement executed by a party hereto shall be deemed to constitute delivery of an original hereof executed by such party.

IN WITNESS WHEREOF, the parties hereto have executed and delivered, by their duly-authorized officers, this Amendment #3 in two originals as of the ___ day of, 2012.

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

Jefferson County Commission

GREATER BIRMINGHAM HABITAT FOR HUMANITY

Charles Moore, President/CEO

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

Nov-14-2012-931

BE IT RESOLVED by the Jefferson County Commission that the Commission President is hereby authorized to sign Amendment #3 to the Neighborhood Stabilization Program (NSP) Agreement with Greater Birmingham Habitat for Humanity for the purpose of extending the term of the Agreement to February 15, 2013. This Program is funded by the U.S. Department of Housing and Urban Development as part of the Housing and Economic Recovery Act of 2008. No additional funding is required.

NEIGHBORHOOD STABILIZATION (NSP) PROGRAM AGREEMENT
BETWEEN GREATER BIRMINGHAM HABITAT FOR HUMANITY
AND
JEFFERSON COUNTY
AMENDMENT #3

This Amendment No. 3 dated , 2012, will modify the abovereferenced Agreement, between Jefferson County, Alabama (the "County") and Greater Birmingham Habitat for Humanity (hereinafter called "HABITAT") and executed by the Jefferson County Commission on September 22, 2009 and recorded in Minute Book 158 page(s) 467 of the Official Minutes and Records of said County Commission, as follows:

The purpose of this Amendment is to extend the term of the agreement.

I. The second sentence of the following Section of the Agreement shall be amended to read as follows:

C. Schedule for Completion of Services

The Project shall be completed by no later than February 15, 2013 and all pay requests must be submitted no later than February 22, 2013.

Except as expressly modified herein, the Agreement remains in full force and effect and the parties hereto do ratify and affirm the Agreement as modified herein. This Amendment shall be governed by the laws of the State of Alabama. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute the same instrument. Delivery of a facsimile of this Agreement executed by a party hereto shall be deemed to constitute delivery of an original hereof executed by such party.

IN WITNESS WHEREOF, the parties hereto have executed and delivered, by their duly-authorized officers, this Amendment #3 in four originals as of the day of, 2012.

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

GREATER BIRMINGHAM HABITAT FOR HUMANITY

Charles Moore, President/CEO

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

Nov-14-2012-932

WHEREAS, Jefferson County has received approval from the U.S. Department of Housing and Urban Development for its Program Year 2012 Action Plan; and

WHEREAS, the grant assistance that is approved is \$1,641,778 for the CDBG Program, \$586,731 for the HOME Program, and \$160,259 for the ESG Program. The total allocation for Jefferson County is \$2,388,768; and

WHEREAS, these funds will be utilized to address the problems of affordable housing, homelessness, and economic opportunities for all citizens, particularly for low income persons;

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President, W. D. Carrington, is authorized to sign HUD 7082 which incorporates the CDBG Entitlement Agreement, HUD 40093 which incorporates the HOME Investment Partnership Agreement, and the ESG Program Agreement Funding Approvals. Execution of these forms constitutes the agreement between the Department of Housing and Urban Development (HUD) and Jefferson County, Alabama for the 38th Program Year.

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

Nov-14-2012-933

Whereas, the HOME Investment Partnerships Program (HOME Program) is authorized by the Congress of the United States of America under the HOME Investment Partnerships Act (as amended) and identified as Public Law 101-625, Title II as Amended, and requires that certain environmental clearance procedures be performed pursuant to making application to the U.S. Department of Housing and Urban Development for HOME Program grant funds; and

Whereas, the Jefferson County Office of Community Development will complete the Federally mandated Environmental Review for each project as required by applicable laws and regulations; and

Whereas, only when the required and appropriate environmental review processes have been completed will the Office of Community & Economic Development submit a Request for Release of Funds to the President of the Jefferson County Commission for execution; and

Whereas, the Chief Executive Officer of the jurisdiction submitting application for said funding is authorized to assume the status of a responsible federal official insofar as the provisions of the National Environmental Protection Act of 1969 apply to the HUD responsibilities for environmental review, decision-making and action assumed and carried out by the applicant.

Now, Therefore Be It Resolved, by the Jefferson County Commission that the President, W. D. Carrington, is authorized to consent and on behalf of the applicant, to accept jurisdiction for the enforcement of all aforesaid responsibilities, and is hereby authorized once the fifteen (15) day comment period has expired to execute and submit to the U.S. Department of Housing and Urban Development (HUD) a "Request for Release of Funds Certification" and documents for the proposed Vernon Glen Subdivision owner occupied housing development located in the Chalkville area of unincorporated Jefferson County, Alabama.

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

Nov-14-2012-934

Whereas, Jefferson County, through its Office of Community & Economic Development, will undertake various projects as part of its ongoing HOME programs; and

Whereas, the Jefferson County Office of Community & Economic Development has to complete the federally mandated Environmental Review process for the proposed Vernon Glen Subdivision development, to be located in the Chalkville area of unincorporated Jefferson County, Alabama, as required by applicable laws and regulations; and

Whereas, only when no significant environmental impact, other than beneficial, is determined or anticipated to result from a project as a result of the Environmental Review, the Office of Community & Economic Development will submit a "Finding of No Significant Impact" to the President of the Jefferson County Commission for execution.

Now, Therefore Be It Resolved, by the Jefferson County Commission that Commission President, W. D. Carrington, is authorized and hereby directed to execute the attached Finding of No Significant Impact for the proposed Vernon Glen Subdivision development located in the Chalkville area of unincorporated Jefferson County, Alabama.

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

Nov-14-2012-935

WHEREAS, a mortgage was executed by Kimberly L. Parker for the purchase of a property at 809 W.J. Pratt Street, Birmingham, AL 35224 and recorded on September 5, 2006 in Instrument No. LR200664/29730 in the Probate Office of Jefferson County, Alabama, Bessemer Division; and

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

KNOW ALL MEN BY THESE PRESENTS, That, for a valuable consideration, in hand paid by Kimberly L. Parker, the said Jefferson County, Alabama, a political subdivision of the State of Alabama, does hereby release the hereinafter particularly described property from the lien of that certain mortgage executed by Kimberly Parker., which said mortgage was recorded in the Office of the Judge of Probate of JEFFERSON County, Alabama, Bessemer Division, in Book LR 200664 Page 29730, and for said consideration, the receipt of which is hereby acknowledged, the undersigned does hereby release and remise all our right, title and interest in and to the following described property situated in Jefferson County, Alabama, Bessemer Division, to-wit:

Lot 68 according to the Survey of Edgewater Oaks, as recorded in Map Book 36 Page 81 in the Probate Office of Jefferson County, Alabama

IN WITNESS WHEREOF, the undersigned W. D. Carrington, as President of County Commission of Jefferson County, Alabama, a political subdivision of the State of Alabama, has caused these presents to be executed this 14th day of November, 2012.

JEFFERSON COUNTY, ALABAMA, a political subdivision of the State of Alabama

By: W. D. Carrington

Its: President of the 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.

Communication was read from Roads & Transportation recommended the following;

1. AT&T Corporation to install 1,000' of buried and aerial cable at McClain Road and Allison Bonnett Memorial Parkway
2. AT&T Corporation to install 77' of buried cable at 9238 Taylors Ferry Road in Birmingham
3. AT&T Corporation to install 300' of aerial cable on Brownlee Hills Road in Irondale off Alton Road
4. Graysville Gas to install 135' of 1" service line at 2012 Pershing Road in Adamsville
5. Baird Contracting Company to install 1,500' f 12" and 1,190' of 8" water main on Warrior River Road at McClain Road
6. Warrior River Water Authority to install 24,450' of 6" and 1,224'of 20" water main on Johns Road, Johns Cutoff Road, Blue Creek Road, and Lawson Town Road

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

Nov-14-2012-936

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

Recommended by: E. Wayne Sullivan, P.E. Director/County Engineer

Department: Roads & Transportation

Date: October 23, 2012

Propose: Payment to Kenneth R. and Karen J. Smith for acquired Temporary Construction Easement that contains 0.01 acres, more or less (site address) - 1818 Virginia Street, Tarrant, AL 35217 Project No. STPBH-7229(602) - Tract No. 8 Agent: Rick Turner

Price: \$500.00

Pay to the order of: Kenneth R. And Karen J. Smith

Mailing Address: 1818 Virginia Street
Tarrant, AL 35217

Fund #4022000000, Bus. Area 5100 - Obj ect 514100 - Fund Center - 5100000000 - Functional Area THRO - WBS C.931.R.

Check Delivery Code 84

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

Nov-14-2012-937

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

Recommended by: E. Wayne Sullivan, P.E. Director/County Engineer
Department: Roads & Transportation
Date: October 22, 2012
Purpose: Payment to Susan Cobbin McCray for acquired Right of Way 0.08 acres, more or less, and 0.02 acres, more or less of Roadway and Utility Easement – (site address) – 1833 Mountain Circle, Tarrant, AL 35217
Project No. STPBH-7229(602) - Tract No. 29 Agent: Rick Turner
Price: \$4,500.00
Pay to the order of: Susan Cobbin McCray
Mailing Address: 1833 Mountain Circle
Tarrant, AL 35217

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

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

Nov-14-2012-938

STREET MAINTENANCE ACCEPTANCE

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

WHEREAS, Whispering Pines Circle and Whispering Pines Drive, as shown in Whispering Pines, as situated in the SW ¼ of the NW ¼ of Section 9, Township 16S, Range 3W, has been constructed to Jefferson County standards, and right-of-way has been dedicated and recorded for the purpose of public access; and

WHEREAS, Jefferson County Roads and Transportation Department maintains roads

NOW, THEREFORE, BE IT RESOLVED, by the Jefferson County Commission that assents to acceptance of maintenance of the existing streets, as constructed and located within the boundaries of the right-of-way recorded in Map Book 218, Page 34, in the Birmingham Division of the Jefferson County Probate Court.

Done at the regular session of the Commission of Jefferson County, this 14th day of November 2012.

RECOMMENDED:

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

ATTEST:

Minute Clerk

JEFFERSON COUNTY, AL

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.

Nov-14-2012-939

STREET MAINTENANCE ACCEPTANCE

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

WHEREAS, Letson Farms Drive, a portion of Longmeadow Drive, and a portion of Longmeadow Lane, as shown in Phase One, First Sector of Letson Farms, as situated in part of the SW ¼ of the NE¼, and part of the SE ¼ of the NW ¼ of Section 6, Township 20S, Range 4W, has been constructed to Jefferson County standards and right-of-way has been dedicated and recorded for the purpose of public access; and

WHEREAS, Jefferson County Roads and Transportation Department maintains roads.

NOW, THEREFORE, BE IT RESOLVED, by the Jefferson County Commission that assents to acceptance of maintenance of the existing streets, as constructed and located within the boundaries of the right-of-way recorded in Map Book 218, Page 34, in the Birmingham Division of the Jefferson County Probate Court.

Done at the regular session of the Commission of Jefferson County, this 14th day of November 2012.

RECOMMENDED:

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

ATTEST:

JEFFERSON COUNTY, AL

Minute Clerk

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.

Nov-14-2012-940

STREET MAINTENANCE ACCEPTANCE

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

WHEREAS, a portion of Clubview Drive, a portion of Clubview Circle South, and a portion of Clubview Circle North as shown in Phase One, Second Sector of Letson Farms, as situated in part of the SW ¼ of the NE ¼, and part of the SE ¼ of the NW ¼ of Section 6, Township 20S, Range 4W, has been constructed to Jefferson County standards and right-of-way has been dedicated and recorded for the purpose of public access; and

WHEREAS, Jefferson County Roads and Transportation Department maintains roads.

NOW, THEREFORE, BE IT RESOLVED, by the Jefferson County Commission that assents to acceptance of maintenance of the existing streets, as constructed and located within the boundaries of the right-of-way recorded in Map Book 218, Page 34, in the Birmingham Division of the Jefferson County Probate Court.

Done at the regular session of the Commission of Jefferson County, this 14th day of November 2012.

RECOMMENDED:

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

ATTEST:

JEFFERSON COUNTY, AL

Minute Clerk

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.

Nov-14-2012-941

STREET MAINTENANCE ACCEPTANCE

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

WHEREAS, Matthew's Trail, a portion of Letson Farms Drive, a portion of Overlook Drive, and a portion of Overlook Lane as shown in Phase One, Third Sector of Letson Farms, as situated in part of the SW ¼ of the NE ¼, and part of the NW ¼ of the SE ¼ of Section 6, Township 20S, Range 4W, has been constructed to Jefferson County standards and right-of-way has been dedicated and recorded for the purpose of public access; and

WHEREAS, Jefferson County Roads and Transportation Department maintains roads.

NOW, THEREFORE, BE IT RESOLVED, by the Jefferson County Commission that assents to acceptance of maintenance of the existing streets, as constructed and located within the boundaries of the right-of-way recorded in Map Book 218, Page 34, in the Birmingham Division of the Jefferson County Probate Court.

Done at the regular session of the Commission of Jefferson County, this 14th day of November 2012.

RECOMMENDED:

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

ATTEST:
Minute Clerk

JEFFERSON COUNTY, AL
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.

Nov-14-2012-942

STREET MAINTENANCE ACCEPTANCE

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

WHEREAS, Ridge View Circle, and a portion of Letson Farms Drive as shown in Phase One, Fourth Sector of Letson Farms, as situated in part of the NW ¼ of the SE ¼, and part of the NE ¼ of the SE ¼ of Section 6, Township 20S, Range 4W, has been constructed to Jefferson County standards and right-of-way has been dedicated and recorded for the purpose of public access; and

WHEREAS, Jefferson County Roads and Transportation Department maintains roads.

NOW, THEREFORE, BE IT RESOLVED, by the Jefferson County Commission that assents to acceptance of maintenance of the existing streets, as constructed and located within the boundaries of the right-of-way recorded in Map Book 218, Page 34, in the Birmingham Division of the Jefferson County Probate Court.

Done at the regular session of the Commission of Jefferson County, this 14th day of November 2012.

RECOMMENDED:

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

ATTEST:
Minute Clerk

JEFFERSON COUNTY, AL
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.

Nov-14-2012-943

STREET MAINTENANCE ACCEPTANCE

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

WHEREAS, Letson Farm Trail, and a portion of Longmeadow Drive as shown in Phase One, Fifth Sector ("Longmeadow") of Letson Farms, as situated in part of the SE ¼ of the NE ¼, and part of the NE ¼ of the SW ¼ of Section 6, Township 20S, Range 4W, has been constructed to Jefferson County standards and right-of-way has been dedicated and recorded for the purpose of public access; and

WHEREAS, Jefferson County Roads and Transportation Department maintains roads.

NOW, THEREFORE, BE IT RESOLVED, by the Jefferson County Commission that assents to acceptance of maintenance of the existing streets, as constructed and located within the boundaries of the right-of-way recorded in Map Book 218, Page 34, in the Birmingham Division of the Jefferson County Probate Court.

Done at the regular session of the Commission of Jefferson County, this 14th day of November 2012.

RECOMMENDED:

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

ATTEST:
Minute Clerk

JEFFERSON COUNTY, AL
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.

Nov-14-2012-944

STREET MAINTENANCE ACCEPTANCE

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

WHEREAS, a portion of North Clubview Circle as shown in Phase One, Sixth Sector ("Clubview") of Letson Farms, as situated in part of the SW ¼ of the NE ¼, and part of the SE ¼ of the NE ¼ of Section 6, Township 20S, Range 4W, has been constructed to Jefferson County standards and right-of-way has been dedicated and recorded for the purpose of public access; and

WHEREAS, Jefferson County Roads and Transportation Department maintains roads.

NOW, THEREFORE, BE IT RESOLVED, by the Jefferson County Commission that assents to acceptance of maintenance of the existing streets, as constructed and located within the boundaries of the right-of-way recorded in Map Book 218, Page 34, in the Birmingham Division of the Jefferson County Probate Court.

Done at the regular session of the Commission of Jefferson County, this 14th day of November 2012.

RECOMMENDED:

E. Wayne Sullivan, P.E.

Director/ County Engineer

ATTEST:

JEFFERSON COUNTY, AL

Minute Clerk

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.

Nov-14-2012-945

STREET MAINTENANCE ACCEPTANCE

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

WHEREAS, a portion of South Clubview Circle as shown in Phase One, Seventh Sector ("Clubview") of Letson Farms, as situated in part of the NE ¼ of the SE ¼, and part of the SE ¼ of the SE ¼ of Section 6, Township 20S, Range 4W, has been constructed to Jefferson County standards and right-of-way has been dedicated and recorded for the purpose of public access; and

WHEREAS, Jefferson County Roads and Transportation Department maintains roads.

NOW, THEREFORE, BE IT RESOLVED, by the Jefferson County Commission that assents to acceptance of maintenance of the existing streets, as constructed and located within the boundaries of the right-of-way recorded in Map Book 218, Page 34, in the Birmingham Division of the Jefferson County Probate Court.

Done at the regular session of the Commission of Jefferson County, this 14th day of November 2012.

RECOMMENDED:

E. Wayne Sullivan, P.E.

Director/ County Engineer

ATTEST:

JEFFERSON COUNTY, AL

Minute Clerk

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.

Nov-14-2012-946

STREET MAINTENANCE ACCEPTANCE

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

WHEREAS, a portion of South Clubview Circle and a portion of Clubview Drive as shown in Phase One, Eighth Sector ("Clubview") of Letson Farms, as situated in part of the SE ¼ of the NE ¼ of Section 6, and part of the S W ¼ of the NW ¼ of Section 5, Township 20S, Range 4W has been constructed to Jefferson County standards and right-of-way has been dedicated and recorded for the purpose of public access; and

WHEREAS, Jefferson County Roads and Transportation Department maintains roads.

NOW, THEREFORE, BE IT RESOLVED, by the Jefferson County Commission that assents to acceptance of maintenance of the existing streets, as constructed and located within the boundaries of the right-of-way recorded in Map Book 218, Page 34, in the Birmingham Division of the Jefferson County Probate Court.

Done at the regular session of the Commission of Jefferson County, this 14th day of November 2012.

RECOMMENDED:

E. Wayne Sullivan, P.E.

Director/ County Engineer

ATTEST:

JEFFERSON COUNTY, AL

Minute Clerk

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.

Nov-14-2012-947

STREET MAINTENANCE ACCEPTANCE

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

WHEREAS, a portion of North Clubview Circle as shown in Phase Two, Eighth Sector ("Clubview") of Letson Farms, as situated in part of the SE ¼ of the NE ¼ of Section 6, and part of the SW ¼ of the NW ¼ of Section S, Township 20S, Range 4W has been constructed to Jefferson County standards and right-of-way has been dedicated and recorded for the purpose of public access; and

WHEREAS, Jefferson County Roads and Transportation Department maintains roads.

NOW, THEREFORE, BE IT RESOLVED, by the Jefferson County Commission that assents to acceptance of maintenance of the existing streets, as constructed and located within the boundaries of the right-of-way recorded in Map Book 218, Page 34, in the Birmingham Division of the Jefferson County Probate Court.

Done at the regular session of the Commission of Jefferson County, this 14th day of November 2012.

RECOMMENDED:

E. Wayne Sullivan, P.E.

Director/ County Engineer

ATTEST:

JEFFERSON COUNTY, AL

Minute Clerk

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.

Nov-14-2012-948

STREET MAINTENANCE ACCEPTANCE

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

WHEREAS, a portion of North Clubview Circle as shown in Phase One, Ninth Sector ("Longmeadow") of Letson Farms, as situated in part of the SW ¼ of the NE ¼, part of the SE ¼ of the NW ¼, and part of the NE ¼ of the SW ¼ of Section 6, Township 20S, Range 4W has been constructed to Jefferson County standards and right-of-way has been dedicated and recorded for the purpose of public access; and

WHEREAS, Jefferson County Roads and Transportation Department maintains roads.

NOW, THEREFORE, BE IT RESOLVED, by the Jefferson County Commission that assents to acceptance of maintenance of the existing streets, as constructed and located within the boundaries of the right-of-way recorded in Map Book 218, Page 34, in the Birmingham Division of the Jefferson County Probate Court.

Done at the regular session of the Commission of Jefferson County, this 14th day of November 2012.

RECOMMENDED:

E. Wayne Sullivan, P.E.

Director/ County Engineer

ATTEST:

JEFFERSON COUNTY, AL

Minute Clerk

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.

Nov-14-2012-949

STREET MAINTENANCE ACCEPTANCE

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

WHEREAS, Overlook Circle, a portion of Overlook Lane, and a portion of Overtook Drive as shown in Phase One, Tenth Sector ("Overlook") of Letson Farms, as situated in part of the NW ¼ of the SE ¼, part of the NE ¼ of the SW ¼, and part of the SW ¼ of the NE ¼ of Section 6, Township 20S, Range 4W has been constructed to Jefferson County standards and right-of-way has been dedicated and recorded for the purpose of public access; and

WHEREAS, Jefferson County Roads and Transportation Department maintains roads.

NOW, THEREFORE, BE IT RESOLVED, by the Jefferson County Commission that assents to acceptance of maintenance of the existing streets, as constructed and located within the boundaries of the right-of-way recorded in Map Book 218, Page 34, in the Birmingham Division of the Jefferson County Probate Court.

Done at the regular session of the Commission of Jefferson County, this 14th day of November 2012.

RECOMMENDED:

E. Wayne Sullivan, P.E.

Director/ County Engineer

ATTEST:

JEFFERSON COUNTY, AL

Minute Clerk

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.

Nov-14-2012-950

STREET MAINTENANCE ACCEPTANCE

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

WHEREAS, a portion of Overlook Drive as shown in Phase One, Eleventh Sector of Letson Farms, as situated in part of the NE ¼ of the SW ¼, and part of the NW ¼ of the SE ¼ of Section 6, Township 20S, Range 4W has been constructed to Jefferson County standards and right-of-way has been dedicated and recorded for the purpose of public access; and

WHEREAS, Jefferson County Roads and Transportation Department maintains roads.

NOW, THEREFORE, BE IT RESOLVED, by the Jefferson County Commission that assents to acceptance of maintenance of the existing streets, as constructed and located within the boundaries of the right-of-way recorded in Map Book 218, Page 34, in the Birmingham Division of the Jefferson County Probate Court.

Done at the regular session of the Commission of Jefferson County, this 14th day of November 2012.

RECOMMENDED:

E. Wayne Sullivan, P.E.

Director/ County Engineer

ATTEST:

JEFFERSON COUNTY, AL

Minute Clerk

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.

Nov-14-2012-951

STREET MAINTENANCE ACCEPTANCE

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

WHEREAS, a portion of Letson Farms Drive as shown in Phase One, Twelfth Sector ("Overlook") of Letson Farms, as situated in part of the NW ¼ of the SW ¼ of Section 5, and part of the SE ¼ of the NE ¼, part of the NE ¼ of the SE ¼, and part of the NW ¼ of the SE ¼ of Section 6, Township 20S, Range 4W has been constructed to Jefferson County standards and right-of-way has been dedicated and recorded for the purpose of public access; and

WHEREAS, Jefferson County Roads and Transportation Department maintains roads.

NOW, THEREFORE, BE IT RESOLVED, by the Jefferson County Commission that assents to acceptance of maintenance of the existing streets, as constructed and located within the boundaries of the right-of-way recorded in Map Book 218, Page 34, in the Birmingham Division of the Jefferson County Probate Court.

Done at the regular session of the Commission of Jefferson County, this 14th day of November 2012.

RECOMMENDED:

E. Wayne Sullivan, P.E.

Director/ County Engineer

ATTEST:

JEFFERSON COUNTY, AL

Minute Clerk

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.

Nov-14-2012-952

STREET MAINTENANCE ACCEPTANCE

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

WHEREAS, Gibson Drive, and a portion of North Clubview Circle as shown in Phase One, Thirteenth Sector ("Clubview") of Letson Farms, as situated in part of the SE ¼ of the NE ¼ of Section 6, Township 20S, Range 4W has been constructed to Jefferson County standards and right-of-way has been dedicated and recorded for the purpose of public access; and

WHEREAS, Jefferson County Roads and Transportation Department maintains roads.

NOW, THEREFORE, BE IT RESOLVED, by the Jefferson County Commission that assents to acceptance of maintenance of the existing streets, as constructed and located within the boundaries of the right-of-way recorded in Map Book 218, Page 34, in the Birmingham Division of the Jefferson County Probate Court.

Done at the regular session of the Commission of Jefferson County, this 14th day of November 2012.

RECOMMENDED:

E. Wayne Sullivan, P.E.

Director/ County Engineer

ATTEST:

JEFFERSON COUNTY, AL

Minute Clerk

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.

Nov-14-2012-953

STREET MAINTENANCE ACCEPTANCE

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

WHEREAS, Letson Farms Court, and a portion of Nicholas Drive as shown in Phase One, Fourteenth Sector ("Clubview") of Letson Farms, as situated in part of the SE ¼ of the NE ¼ and part of the SW ¼ of the NE ¼ of Section 6, Township 20S, Range 4W has been constructed to Jefferson County standards and right-of-way has been dedicated and recorded for the purpose of public access; and

WHEREAS, Jefferson County Roads and Transportation Department maintains roads.

NOW, THEREFORE, BE IT RESOLVED, by the Jefferson County Commission that assents to acceptance of maintenance of the existing streets, as constructed and located within the boundaries of the right-of-way recorded in Map Book 218, Page 34, in the Birmingham Division of the Jefferson County Probate Court.

Done at the regular session of the Commission of Jefferson County, this 14th day of November 2012.

RECOMMENDED:

E. Wayne Sullivan, P.E.

Director/ County Engineer

ATTEST:

JEFFERSON COUNTY, AL

Minute Clerk

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.

Nov-14-2012-954

STREET MAINTENANCE ACCEPTANCE

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

WHEREAS, Letson Farm Trail and Letson Farms Circle as shown in Phase One, Fifteenth Sector of Letson Farms, as situated in part of the NE ¼ of the SW ¼ and part of the SE ¼ of the NW ¼ of Section 6, Township 20S, Range 4W has been constructed to Jefferson County standards and right-of-way has been dedicated and recorded for the purpose of public access; and

WHEREAS, Jefferson County Roads and Transportation Department maintains roads.

NOW, THEREFORE, BE IT RESOLVED, by the Jefferson County Commission that assents to acceptance of maintenance of the existing streets, as constructed and located within the boundaries of the right-of-way recorded in Map Book 218, Page 34, in the Birmingham Division of the Jefferson County Probate Court.

Done at the regular session of the Commission of Jefferson County, this 14th day of November 2012.

RECOMMENDED:

E. Wayne Sullivan, P.E.

Director/ County Engineer

ATTEST:

JEFFERSON COUNTY, AL

Minute Clerk

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.

Nov-14-2012-955

STREET MAINTENANCE ACCEPTANCE

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

WHEREAS, Letson Farms Road and Letson Farm Cove as shown in Phase One, Sixteenth Sector of Letson Farms, as situated in part of the NE ¼ of the SW ¼ and part of the SE ¼ of the SW ¼ of Section 6, Township 20S, Range 4W has been constructed to Jefferson County standards and right-of-way has been dedicated and recorded for the purpose of public access; and

WHEREAS, Jefferson County Roads and Transportation Department maintains roads.

NOW, THEREFORE, BE IT RESOLVED, by the Jefferson County Commission that assents to acceptance of maintenance of the existing streets, as constructed and located within the boundaries of the right-of-way recorded in Map Book 218, Page 34, in the Birmingham Division of the Jefferson County Probate Court.

Done at the regular session of the Commission of Jefferson County, this 14th day of November 2012.

RECOMMENDED:

E. Wayne Sullivan, P.E.

Director/ County Engineer

ATTEST:

JEFFERSON COUNTY, AL

Minute Clerk

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.

Nov-14-2012-956

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Roads & Transportation be granted permission to temporarily close Lock 17 Road approximately one hundred feet west of the Stringfellow Hill Road intersection in order to repair the roadbed settlement that has occurred, beginning Wednesday, November 14, 2012 and expected to be complete and the road reopened by Friday, November 16, 2012.

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

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

Nov-14-2012-957

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Roads & Transportation be granted permission to temporarily close to temporarily close Cain Road approximately three hundred feet from the Manly Vines Road intersection in order to remove and replace a metal storm drain pipe that is corroded, beginning Tuesday, November 27, 2012 and expected to be complete and the road reopened by Friday, November 30, 2012.

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

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

Nov-14-2012-958

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Jefferson County Emergency Management Agency to provide outdoor early warning siren maintenance services for FY2012-2013 in the amount of \$100,000 - revenue.

JEFFERSON COUNTY INTERDEPARTMENTAL AGREEMENT

BETWEEN

THE DEPARTMENT OF ROADS & TRANSPORTATION

AND

THE EMERGENCY MANAGEMENT AGENCY

FOR OUTDOOR EARLY WARNING SIREN MAINTENANCE SERVICES

WHEREAS, the Jefferson County Emergency Management Agency, hereinafter referred to as "EMA", and Jefferson County, Alabama d/b/a the Jefferson County Department of Roads & Transportation, hereinafter referred to as "R&T", are desirous of entering into this Agreement for the maintenance of existing Outdoor Early Warning Sirens located within the EMA's Outdoor Early Warning Siren System; and

WHEREAS, the EMA desires to secure R&T services for the maintenance of Outdoor Early Warning Sirens located within its warning coverage area; and

WHEREAS, the R&T is willing to enter into an agreement with the EMA for the maintenance of said sirens consisting of siren heads, supporting poles and structures, remote terminal units, cabinets, control equipment, and all appurtenant siren operation components; and

WHEREAS, Schedule "A" attached herein (on file in the Minute Clerk's office) and made a part hereof, describes the locations of the sirens to be maintained by the R&T.

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

(1) The Outdoor Early Warning Sirens listed on Schedule "A" or otherwise accepted by written agreement will be serviced by the R&T upon request from the EMA or when otherwise notified of malfunctions. The total cost expended for the remainder of fiscal year 2013 is \$75,000.00. This figure is 85% of the labor cost of two R&T employees assigned to maintain the Outdoor Early Warning Sirens listed on Schedule "A". EMA shall be responsible for the procurement and cost of siren equipment and materials. This contract shall terminate on September 30, 2013.

(2) The EMA shall provide written notification to the R&T of all siren communication or operational failures or problems. The R&T will in turn trouble shoot and repair or replace any defective materials or equipment as necessary to maintain siren operation. If

replacement equipment and/or materials are not in stock, R&T will provide EMA with written notification of equipment and materials needed

(3) Without a specific request or malfunction, the R&T is authorized, without obligation, to perform routine preventive maintenance, including, but not limited to, inspection and replacement of defective, faulty or deteriorated equipment, wiring, and materials; system operations testing and analysis; pest eradication; vegetation removal; checking and maintaining siren head operation; adjustment and replacement of communication devices; and remote terminal unit testing. The cost to the R&T for these services performed at siren locations shown on Schedule "A" shall be paid by this contractual agreement. The EMA agrees to provide electrical power to the sirens on a continuing basis as required for operation.

(5) It is agreed by both parties that locations may be added to or deleted from this Agreement after written notification. All additional sirens requested for acceptance shall be inspected by the R&T. If accepted, all deficiencies shall be corrected by the R&T at the expense of the EMA as specified in this Agreement.

(6) It is agreed by both parties that there will be a joint inspection of each Outdoor Early Warning Siren. All operational deficiencies will be documented by the R&T as a result of this inspection. The R&T shall correct all deficiencies as specified in this agreement.

(7) This Agreement supersedes any other contract or implied contract between the parties for Outdoor Early Warning Siren maintenance services.

8) This Agreement may be terminated by either party with a thirty (30) day written notice to the other party. The R&T shall remain liable for payment for any services or supplies furnished hereunder incurred before actual receipt by the R&T of such written notice of termination. Service of such written notice shall be made on any one of the following:

To EMA: Director of Emergency Management Agency

To R&T: County Engineer/Director of Roads & Transportation

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this ___ day of ___, 2012.

Allen Kniphfer, Director
Emergency Management
W. D. Carrington, President
Jefferson County Commission

E. Wayne Sullivan, Director
Dept. of Roads & Transportation

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

Nov-14-2012-959

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute amendments to agreements between Jefferson County, Alabama, by and through the Office of Senior Citizen Services and the following to provide funding for operations of Senior Citizen Centers for Fiscal Year 2012 - 2013 in the amount of \$10,000 each.

City of Hoover

City of Hueytown

City of Morris

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

Nov-14-2012-960

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama, by and through the Office of Senior Citizen Services and Alabama Aegis - SeniorRx to provide funding for the SeniorRx program and to pay wages/fringe benefits of case manager, project director and outreach coordinator for FY2012-2013 in the amount of \$197,666.

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

Nov-14-2012-961

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama, by and through the Office of Senior Citizen Services and Porter & Associates, Inc. to provide funding for the Gabriel Program which provides assistance with financial matters to older adults for FY2012-2013 in the amount of \$50,000.

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

Nov-14-2012-962

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama through the Office of Senior Citizen Services and Birmingham Regional Paratransit Consortium, d/b/a Clastran to provide transportation services to seniors for FY 2012-2013 in the amount of \$291,842.80.

CON # 4517

PARATRANSIT SERVICES AGREEMENT

This Agreement between Jefferson County, Alabama through the Office of Senior Citizens Services (OSCS), hereinafter referred to as the "Agency" and Birmingham Regional Para transit Consortium (d/b/a ClasTran) hereinafter referred to as "ClasTran" shall be extended for one year and the services to commence on October 1, 2012, through September 30, 2013.

WHEREAS, ClasTran is a nonprofit (501-C-3) corporation formed in June of 1997 to coordinate specialized transportation (paratransit) services in Jefferson County, Alabama and Shelby, Alabama; and

WHEREAS, ClasTran provides subsidized transportation for people who are over sixty years of age, people eligible for paratransit under the American with Disabilities Act, and people who reside in and travel to or from rural Jefferson and Shelby Counties; and

WHEREAS, Jefferson County Commission finds that said paratransit service is a public purpose and it is in the best interest of the County to provide such services for its citizens; and

WHEREAS, ClasTran has contracted with the City of Birmingham, Alabama to provide the specialized transportation (paratransit) services in the City; and

NOW, THEREFORE, in consideration of the above, the parties hereto agree that to the following:

1. Scope of Services: The Agency shall provide the following: ClasTran agrees to provide a minimum of 33,700 trips or approximately 8,425 trips per quarter for the Agency's Senior Centers (congregate meal sites) identified in the listed attached hereto as Exhibit A. These senior centers are exclusive of those Centers within the corporate limits of Birmingham, Alabama which will be serviced by separate contract between ClasTran and the City of Birmingham.

ClasTran shall submit a monthly report outlining the services provided as required under the terms of the contract. The report shall include the number of trips made to each senior center identified on Exhibit A. The report shall be submitted to the Office of Senior Citizen Services no later than the 15th day of each month.

2. COMPENSATION: ClasTran shall be compensated for services at the annual amount of \$291,842.80 Payment will be made as follows: \$145,921.40 at the execution of the contract. \$72,960.70 on April 1, 2013, and \$72,960.70 on July 1, 2013. Notwithstanding the above, prior to the final quarterly payment on July 1, 2013 the parties agree to reconcile the number of trips anticipated per quarter as referenced above to the number of trips actually made in accordance with the terms of this contract. If it is determined that actual trips made are less than the expected number of trips as outlined above, the County will deduct from ClasTran's final payment \$8.66 for every trip not actually made. However, if it is determined that actual trips made exceed the expected number of trips, the County agrees to add \$8.66 for every trip in excess of the expected quarterly amount to the July payment. The parties agree to a final reconciliation at the end of the contract term in accordance with same procedure listed above and explained below. If at the end of the term ClasTran did not provide at least 33,700 trips, ClasTran agrees to reimburse the County for the difference between the trips actually provided from the minimum amount agreed to in the contract.

Example: Expected number of trips to be provided by July 1, 2013 is 25,275. If at the time of the reconciliation ClasTran has only provided 24,000 trips, the County will deduct the cost of 1,275 trips from the final payment to ClasTran.

$$1,275 \times 8.66 = \$11,041.50$$

Quarterly payment \$72,960.70 - \$11,041.50 = \$61,919.20 payment by County to ClasTran.

If at the time of reconciliation ClasTran has provided 27,000 trips, the County will add the cost of 1725 trips to the final quarterly payment.

1,725 x 8.66= \$14,938.50

Quarterly payment \$72,960.70+14,938.50 = \$87,899.20 payment by County to ClasTran.

Invoices will be sent to the Office of Senior Citizens for review and approval and will be forwarded to the Accounting Division of the Jefferson County Finance Department.

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

4. NON DISCRIMINATION CLAUSE: 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.

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

6. TERMINATION OF CONTRACT: This contract may be terminated by either party upon a written 30-day notice to the other party regardless of reason. Should either party terminate this contract for convenience the parties agree to reconcile and either refund or issue payment to the other party in accordance with the compensation and reconciliation procedures outlined above.

7. INSURANCE: ClasTran will maintain such insurance as will protect it and the County from claim under Workmen's Compensations Acts, and from claims for damages and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama and shall include Jefferson County, Alabama as Added Additional Insured including a thirty (30) day written cancellation notice. Insurance coverage shall also include professional liability insurance.

8. LIABILITY: ClasTran 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, ClasTran 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 ClasTran, its agents, subcontractors or employees under this contract.

9. 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.

10. COUNTY FUND PAID: ClasTran and the ClasTran 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 said funds shall be paid to, used by or used in any way whatsoever to purchased or acquired with 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 these officers, partners, owners, agents, representatives, governing body or employee of the governing body of the County or any 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 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.

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

12. Alabama Code § 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.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION FORM

Contractor/Vendor Name: Birmingham Regional Paratransit Consortium

Address: P. O. Box 10386

Birmingham, AL 35202

The Contractor acknowledges receipt of Jefferson County's Equal Employment Opportunity Contractor Compliance Administrative Order and certifies that it is an equal opportunity employer and agrees to the requirements of the Policy and the Equal Employment Opportunity Clause therein. It further certifies that it will require all subcontractors to execute an Equal Employment Opportunity statement and certification of compliance in accordance with Jefferson County Administrative Order 08-4 as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status pursuant to the provisions of Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 1981, 1983, 1986 and all amendments thereto relative to discriminatory employment practices. The Contractor will ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national

origin, age, disability or veteran status. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In the event of the Contractor's non-compliance with the equal employment opportunity clause of this contract, this contract may not be awarded or may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further County contracts.

The Contractor will include the provisions of paragraph (1) in every subcontract or purchase order. The Contractor shall certify to the County its compliance with this policy prior to receipt of any contract or business with the County. The Contractor will furnish to the County, upon request, reports, notices, policies and/or information certifying compliance with this policy.

In the event of the Contractor's non-compliance with the equal employment opportunity clause of this contract, this contract may not be awarded or may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further County contracts.

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

ClasTran
Fenn Church, Executive Director

Jefferson County, Alabama
W. D. Carrington, President

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

Nov-14-2012-963

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

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

Nov-14-2012-964

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the claim by Takerria Lusha Lucas has been denied.

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

Nov-14-2012-965

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of EMC Insurance Company in the amount of Nine Thousand Seven and 64/100 (\$9,007.64) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Office is hereby directed to issue a check made payable to EMC Insurance Company in the amount of \$9,007.64 and forward it to the County Attorney for disbursement.

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

Nov-14-2012-966

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Geraldine Chatman in the amount of One Thousand Nine Hundred Ninety Two and 40/100 (\$1,992.40) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Office is hereby directed to issue a check made payable to Geraldine Chatman in the amount of \$1,992.40 and forward it to the County Attorney for disbursement.

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

Nov-14-2012-967

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the claim by Jefferson State Community College has been denied.

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

Nov-14-2012-968

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the claim by Richard and Hattie James has been denied.

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

Nov-14-2012-969

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the property damage claim of John Brent McCain in the amount of Three Hundred Twenty Five and 00/100 (\$325.00) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Office is hereby directed to issue a check made payable to John Brent McCain in the amount of \$325.00 and forward it to the County Attorney for disbursement.

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

Nov-14-2012-970

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup damage claim by Roderick and Jacqueline Edwards is hereby denied.

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

Nov-14-2012-971

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Keff James in the amount of Two Thousand Two Hundred Twenty Eight and 29/100 (\$2,228.29) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Office is hereby directed to issue a check made payable to Keff James in the amount of \$2,228.29 and forward it to the County Attorney for disbursement.

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

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

STAFF DEVELOPMENT

Budget Management/Payroll

Payroll Manager

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

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

Nov-14-2012-972

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a First Amendment to the Agreement between Jefferson County, Alabama d/b/a Cooper Green Mercy Hospital and DVA Renal Healthcare, Inc. to extend agreement to provide dialysis services through January 31, 2013.

FIRST AMENDMENT TO AGREEMENT FOR DIALYSIS SERVICES

This First amendment is entered into and is effective as of the date of last execution ("First Amendment Effective Date") by and between Jefferson County Commission d/b/a Cooper Green Mercy Hospital, (hereinafter referred to as the "Hospital") and DVA Renal Healthcare, Inc. (hereinafter referred to as the "Contractor,").

WITNESSETH:

WHEREAS, the Jefferson County Commission desires to extend this Contract; and

WHEREAS, the Contractor desires to extend this Contract; and

WHEREAS, the parties hereto executed that certain Agreement for Dialysis Services on June 14, 2011 ("Contract") pursuant to which Hospital agreed to engage the services of Contractor to provide acute dialysis services at the Hospital; and

WHEREAS, the Contract expired, on its terms, on this June 13, 2012 and, despite intentions to continue the Agreement in accordance with the terms thereof, the parties failed to obtain signatures for the extension prior to the expiration date as they intended; and

WHEREAS, the parties have continued to abide by the terms and conditions of the Contract as if it had not expired including, without limitation, the continuation of the provision of services and the payment of fees relative to such services; and

WHEREAS, the parties to wish to extend the Contract; and

WHEREAS, the parties wish to further amend and modify certain provisions of the Contract as provided below.

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

1. The Contract between the parties, entered into on the 14th of June 2011, in Minute Book 161, Page(s) 612, is hereby extended as follows: Contract is hereby extended through January 31, 2013.
2. The parties agree and acknowledge that each party has and will continue to abide by the terms of the Contract as if it had not lapsed from the period beginning June 14, 2012 and ending on the First Amendment Effective Date. It is acknowledged and agreed that the Services have been provided during such period and Hospital shall pay for such Services in accordance to the Agreement.
3. All other terms and conditions of the original contract remains the same.

IN WITNESS WHEREOF, the parties have executed this First Amendment by their duly authorized representatives:

Jefferson County Commission

W.D. Carrington

President, County Commissioner

DVA Renal Healthcare, Inc.

Mike Rowe

Vice President, Hospital Services

Cooper Green Mercy Hospital

Sandra Hullett, MD

CEO/Medical Director

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

Thereupon the Commission Meeting was recessed.

The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 9:00 a.m., Tuesday, November 27, 2012.

President

ATTEST

Minute Clerk