

STATE OF ALABAMA)
JEFFERSON COUNTY) May 22, 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 1 - George F. Bowman
- District 2 - Sandra Little Brown
- District 3 - James A. (Jimmie) Stephens
- District 4 - Joe Knight
- District 5 - David Carrington

Motion was made by Commissioner Stephens seconded by Commissioner Brown that the Minutes of May 14, 2012, be approved. Voting "Aye" Stephens, Brown, Bowman, Carrington and Knight.

The Commission met in Work Session on May 15, 2012, and approved the following items to be placed on the May 22, 2012, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Items 1 through 5 - Item 4 pulled from agenda.
- Commissioner Brown, Community Service and Roads and Transportation Committee Items 1 through 18 - Item 15 pulled from agenda.
- Commissioner Carrington, Administrative Services Committee - Items 1 through 3. Also, added resolution regarding transfer of GO warrant funds to the General Fund.
- Commissioner Knight, Land Planning and Development Services, Emergency Management Agency, Board of Registrars and Courts, Inspection Services Committee Items 1 through 13 - Items 10 and 11 pulled from agenda. Also, added resolution regarding HAVC unit at the cat kennel at BJC Animal Control facility and a resolution to reconsider rezoning case Z-2011-020.
- Commissioner Stephens, Finance & Information Technology Committee Items 1 through 28 - Item 24 pulled due to no second to motion to place on agenda. Item 29 pulled from agenda. Also, added Purchasing Exceptions Report from week of 4/19/12 - 4/25/12.

Commissioner Carrington read a statement regarding the County's legislators voting to remove the distressed counties bill from the House of Representatives' calendar.

Commissioner Carrington made a motion that the County Manager develop a indigent care plan that did not include inpatient services at Cooper Green Mercy Hospital. The motion failed by a three to two vote.

Kenneth Klee, the County's bankruptcy attorney, stated that the Commission by law, must provide services to County residents.

A Public Hearing was held to receive comments on the following liquor applications. There being no comments, the Commission took the following action.

May-22-2012-340

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the liquor application submitted by Boss Cat, LLC, applicant; Jeremy Douglas, Member/Store Manager; d/b/a Northern Tavern located at 5712 Chalkville Road - Suite 112, Birmingham, Alabama 35215 for an on-premise (020) Restaurant Retail Liquor license, be and hereby is approved.

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

May-22-2012-341

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the liquor application submitted by Tovumbo, Inc., applicant; Ana Maria Median, President/Store Manager; d/b/a Guadalajara Mexican Restaurant located at 1420 Forestdale Boulevard., Birmingham, Alabama 35214 for an on-premise (020) Restaurant Retail Liquor license, be and hereby is approved.

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

May-22-2012-342

WHEREAS, Jefferson County, Alabama (the "County"), is a political subdivision of the State of Alabama; and

WHEREAS, the Alabama Legislature has repealed the 1967 statute which authorized the County to levy and collect an occupational tax which provided approximately 40% of the unrestricted revenues in the County's general fund (\$66 million in 2010); and

WHEREAS, the Alabama Legislature has failed to lawfully enact a statute to authorize the County to replace the lost revenue; and

WHEREAS, the County lacks sufficient unrestricted revenue to pay both its general obligation warrants ("GO debt service") and the expenses of providing the basic services required by Alabama and federal law to protect the health, safety and welfare of the citizens of the County ("operating expenses"); and

WHEREAS, Alabama law provides that counties in such distressed financial condition may pay operating expenses in lieu of GO debt service; and

WHEREAS, the County Bridge and Public Building Fund contains funds which would ordinarily be used to pay GO debt service but are now needed to pay the County's operating expenses.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the acting Finance Director is hereby authorized and directed to immediately transfer the sum of \$15,391,753 from the Bridge and Public Building Fund to the General Fund for the purpose of paying the County's operating expenses.

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

May-22-2012-343

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 Official Payments Holdings, Inc., (f/k/a Tier Technologies, Inc.) to upgrade the WebEncore Benefit Enrollment System which allows employees to access the benefits election system via computer in the amount of \$20,500.
CONTRACT NO.: 00003678

Contract Amendment No. II

This Amendment to Contract entered into the 7th day of February 2012 between Jefferson County, Alabama, hereinafter referred to as "the County, and Official Payments Holdings, Inc. formerly known as Tier Technologies, Inc. hereinafter referred to as the "Contractor" to upgrade the WebEncore System.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

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

The original contract between the parties referenced above, which was approved by the Commission on December 28, 2010, M.B. 161, Pg. 152-155; and Amendment I approval on January 24, 2012, M.B. 162, Pg. 535, is hereby amended as follows:

SCOPE OF SERVICE:

<u>ITEM NO</u>	<u>DESCRIPTION</u>	<u>UNIT COST</u>	<u>QTY</u>	<u>EXT. COST</u>
1110000	FirstLine Encore Server Software FirstLine Encore per-server software and run-time license. Requires per-port run time licenses for Telephony, Fax, TTS, and WebEncore. The "no charge" pricing is available for upgrading customers with current maintenance, as per Amendment I.	\$ 6 ,250	1	No Charge
1112010	WebEncore web server license WebEncore application server license The "no charge" pricing is available for upgrading customers with current maintenance, as per Amendment I.	\$3 ,500	1	No Charge
1350205	WebEncore Concurrent Transaction License One license required for each active application line running on each system. The "no charge" pricing is available for	\$ 250	40	No Charge

	upgrading customers with current maintenance, as per Amendment I.			
	Tier HostLink™ Software			
1550525	FirstLine Encore system-based host communication software. This software supports VT100/220 and TelnetHP2392, Telnet 5250, and Telnet 3270. The "no charge" pricing is available for upgrading customers with current maintenance, as per Amendment I.	\$ 5 ,000	1	No Charge
	FirstLine Encore Developer's Kit			
1350214	FirstLine Encore application and phrase development package. Includes ProVoice, ScriptWrite, FormsExpress, & ScriptExpress. Single system license. The "no charge" pricing is available for upgrading customers with current maintenance, as per Amendment I.	\$ 5 ,000	1	No Charge
	Setup of customer-provided server			
321300	System evaluation and setup fee per controller. If controller does not pass qualification, customer must provide an alternate system.	\$ 3 ,000	1	\$ 3 ,000
	Installation - Remote Installation			
341204	Tier will remotely re-install FirstLine Encore, WebEncore, HostLink, and the FirstLine Encore Developer's Kit. Customer will be responsible for physical installation activities (e.g., racking servers, wiring, etc.). Customer will be responsible for adding server(s) to their network domain and providing Tier remote access. Tier will complete installation and configuration via remote access to system server(s).	\$3 ,500	1	\$ 3 ,500
	WebEncore application migration			
310200	Migration of scripts and application from Encore 6.2 to Encore 8.0.	\$1 ,400	10	\$ 14,000
			GRAND TOTAL	\$ 20,500

COMPENSATION:

The Contractor shall be compensated for the upgrade software sum of \$ 20,500.00; payment terms are Net 30.

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

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

Jefferson County Commission

CONTRACTOR - Official Payments Holdings, Inc.

Ben Mitchell, Senior Vice President

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

May-22-2012-344

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 EDPM, Inc. to provide pre-employment physicals and substance abuse services including random drug screening for employees in the amount of \$20,000.

Contract ID:

RFP: 48-10R

AMENDMENT TO CONTRACT

RENEWAL NO. 2

This Amendment to the Contract entered into this 22nd day May 2012 by and between Jefferson County, Alabama, through the Human Resources Department (hereinafter called "the County") and EDPM, Incorporated. (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 referenced above, which was approved by the Jefferson County Commission on the 8th day of June 2010, and recorded in Minute Book 160, Pages 55-57, is hereby amended as follows:

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

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

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, Commission President

CONTRACT

_____, Authorized Representative

EDPM, Incorporated

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

May-22-2012-345

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute an Agreement between Jefferson County, Alabama and Global Construction & Engineering Inc., in the amount of \$68,900.00 to provide professional engineering services for the installation of Franklin Miller Open Channel Comminutors (Labor Only).

Contract No: 3754

CONTRACT FOR

ITB 81-12 - "Installation Of Franklin Miller Open Channel Comminutors (Labor Only) "

THIS AGREEMENT entered into by and between Jefferson County, Alabama, hereinafter called "the County", and Global Construction & Engineering Inc. hereinafter called "the Contractor," shall be effective April 25, 2012.

WHEREAS, the County desires to contract for the installation (labor only) of four (4) Franklin Miller Open Channel Comminutors at the following four pump stations; Mc Alpine Pump Station, Republic Pump Station, Southpark Pump Station and Collegeville Pump Station for Jefferson County Environmental Services Department.

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

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

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

2. SCOPE OF SERVICES:

This Contract results from Jefferson County's Request for Invitation to Bid 81-12 - INSTALLATION OF FRANKLIN MILLER OPEN CHANNEL COMMINUTORS (LABOR ONLY), opened March 8, 2012.

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:

The Contractor shall provide installation of four (4) Franklin Miller open channel comminutors (furnished by Jefferson County). Contractor shall:

- Saw cut concrete to widen existing flow channels and patch with repair mortar to a smooth finish. Concrete corners to be cut in the trough.
- Level channel floors and pour concrete as needed at other cut corners of the trough Install stainless steel angles and reducing angle frames furnished by the Jefferson County Environmental Services Department.
- Mounting hardware is not furnished by the Jefferson County Environmental Services Department and must be furnished by the contractor. All mounting hardware must be stainless steel and included in installation costs.
- All channel by-passing will be performed by the contractor and must meet approval by the Jefferson County Environmental Services Department.

- Install comminutors one at a time. Installation must be completed before next installation is scheduled.

OWNER'S RESPONSIBILITY

- All four (4) Franklin Miller comminutors and stainless steel angles will be furnished by the Jefferson County Environmental Services Department.
 - The Jefferson County Environmental Services Department will perform all related electrical work
- Owner will provide successful bidder access to the individual pump stations where these comminutors are to be installed

4. COMPENSATION:

Jefferson County Purchase Order 2000064073 will be issued to the vendor for Installation only four (4) Franklin Miller Open Channel Comminutors at four different pump station locations as follows: TOTAL: \$68,900.00

5. INDEPENDENT CONTRACTOR:

The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for Workmen's Compensation, FICA taxes, Occupational Taxes, all applicable federal, state and local taxes, etc. and that the County shall not be obligated for same under this contract.

6. NON-DISCRIMINATION POLICY:

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

7. 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.

8. TERMINATION OF CONTRACT:

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

9. LIABILITY:

The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY. The Contractor shall indemnify and hold harmless the COUNTY, its elected officials and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of the Contractor, its agents, subcontractors or employees under this Contract.

10. AMENDMENT OF AGREEMENT:

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

11. ASSIGNMENT:

No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize the Successful Bidder to subcontract (assign) any portion of this contract, the Successful Bidder shall maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Successful Bidder must maintain a continuous effective business relationship with the sub-contractors including, but not limited to, regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, shall result in termination of the contract and/or legal ramifications, due to nonperformance.

12. CANCELLATION:

Failure to deliver as specified and in accordance with the Contractor's Bid Response submitted in response to ITB 81-12, including promised delivery and completion date, shall constitute sufficient grounds for cancellation of the order at the option of the Jefferson County Commission.

13. INSURANCE:

The Contractor shall maintain such insurance as shall protect him and the County from claim under Workmen's Compensation Acts, and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance shall be written by companies authorized to do business in Jefferson County, Alabama and shall include Jefferson County, Alabama as Added Additional Insured

By Endorsement including a thirty (30) day(s) written cancellation notice. Evidence of insurance shall be furnished to the Purchasing agent not later than seven (7) day(s) after Purchase Order/contract date. The Contractor is also required to include the bid number on the evidence of insurance.

Insurance Minimum Coverage:

Contracting party shall file the following insurance coverage and limits of liability with the County's Human Resource Department and Purchasing Department before beginning work with the County.

General Liability:

\$1,000,000 - Bodily injury and property damage combined occurrence

\$1,000,000 - Bodily injury and property damage combined aggregate

\$1,000,000 - Personal injury aggregate

Comprehensive Form including Premises/Operation, Products/Completed Operations, Contractual, Independent contractors, Broad Form property damage and personal injury.

Automobile Liability:

\$1,000,000 - Bodily injury and property damage combined coverage

Any automobile including hired and non-owned vehicles

Workers Compensation and Employers Liability:

\$100,000 - Limit each occurrence

Umbrella Coverage:

\$1,000,000 - Each occurrence

\$1,000,000 - Aggregate

Added Additional Insured By Endorsement:

Jefferson County, Alabama

30 day(s) written cancellation notice

Under Description of Operations/Locations/Vehicles/Exclusions Added by Endorsement/Special Provisions enter the BIDIRFP Number, Project Number or Purchase Order Number Covered by The Certificate of Insurance

Evidence of insurance shall be furnished to the Purchasing Agent prior to the issuance of the purchase order and any commencement of work on County premises.

14. PROTECTION DAMAGE:

The Contractor shall be responsible for any damage to property of the County or others caused by him/her, any employees or sub-contractors, and shall replace and make good such damage. The Contractor shall maintain adequate protection to prevent damage to his/her property and the property of others, and shall take all necessary precautions for his/her safety and the safety of others. The Contractor shall comply with all safety laws and regulations in effect within the locality.

15. DISCLAIMER OF LIABILITY:

The County shall NOT hold harmless or indemnify the Contractor for any liability whatsoever.

16. HOLD HARMLESS AGREEMENT:

Contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed against or imposed upon County because of bodily injury, death or property damage, real or personal, including loss of use thereof arising out of or as a consequence of the breach of any duty or obligations of the contracting party included in this agreement, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Integrator, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement, or arising out of Worker's Compensation claims, Unemployment Compensation claims, or Unemployment Disability compensation claims of employees of company and/or its subcontractors or claims under similar such laws or obligations. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees. Before beginning work, contract party shall file with the County a certificate from his insurer showing the amounts of insurance carried and the risk covered thereby. Liability insurance coverage must be no less than \$1,000,000. During performance the company must effect and maintain insurance from a company licensed to do business in the State of Alabama. Coverage required includes 1) Comprehensive General Liability; 2) Comprehensive Automobile Liability; 3) Worker's Compensation and Employer's Liability.

17. COUNTY FUNDS PAID:

Contractor and the Contractor representative signed below certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing

body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.

18. INVOICING:

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

1. Purchase Order Number;
2. Ship-to department name and address.

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

Jefferson County Commission Finance Department
Room 820 County Courthouse
716 Richard Arrington Jr. Blvd. North
Birmingham, AI 35203

*If invoice does not agree with purchase order, credits or a corrected invoice shall be required in order for the County to process payment.

Invoices that do not reference an authorized Purchase Order shall be returned to the vendor.

Contract No. 3754

19. TAX

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

20. GOVERNING LAW/DISPUTE RESOLUTION:

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

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

CONTRACTOR:

H. Singh Kahlon, President
Global Construction & Engineering, Inc.
Authorized Representative for Contractor
Jefferson County, Alabama
W. D. Carrington, President
Jefferson County Commission

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

May-22-2012-346

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of John Yeager as District 3's representative to serve on the Jefferson County Housing Authority Board for a term expiring September 10, 2016, be and hereby is approved.

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

May-22-2012-347

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of Jonathan Jaynes to fill the unexpired term of Joe McConnell to serve on the McAdory Area Fire District Board of Trustees for a term ending December 31, 2016, be and hereby

is approved.

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

May-22-2012-348

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Manager is authorized to proceed with the process to liquidate assets including real property at Jefferson Rehabilitation and Health Center.

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

JEFFERSON COUNTY COMMISSION
Finance Department
Unusual Demands
5/22/2012

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	DocNo
DISTRICT 1	1000193	JEFFERSON CO TREASURER	WALMART/MONARCH/COUNTERTOPS/PATCH/	CGH: DIETARY	788.77	1900059219
DISTRICT 1	1002559	ALLIANCE COMMUNITY CNTR	ELECTION CLEANUP	GEN SVCS: ELECTIONS	40.00	1900060406
DISTRICT 1	1003093	DAVID GARRISON	ELECTION CLEANUP	GEN SVCS: ELECTIONS	40.00	1900060405
DISTRICT 1	1003872	JAMES H MURRAY	ELECTION CLEANUP	GEN SVCS: ELECTIONS	40.00	1900060404
DISTRICT 1	1005859	WEST JEFFERSON MASONIC	ELECTION CLEANUP	GEN SVCS: ELECTIONS	40.00	1900060408
*DISTRICT 1					948.77	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	LOCKS - CYLINDERS REKEYED FOR CAMP KETONA	R&T: HWAY MAINT-KETONA	95.00	1900059233
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH COM DEV: XRF LEAK TEST (HOUSING DIV)	COMMUNITY DEVELOPMENT	39.00	1900060378
DISTRICT 2	1020107	ECONOMIC DEV ADM/US DEPT	EDA RLF INTEREST SEQUEST FD GRANT# 04-39-03391.02	ECON DEV LN COUNTY	67.72	1900059257
*DISTRICT 2					201.72	
DISTRICT 3	1003211	THE BANK OF NEW YORK	AUCTION FEE 2005A SCHOOL WARRANT 2-2-12 TO 1-31-13	FINANCE ADMINISTRATION	6,330.00	1900060611
DISTRICT 3	1020562	BESSEMER FIRE DEPARTMENT	10SMA GRANT REIMB - BESSEMER HEAVY	EMA	2,950.00	1900059235
DISTRICT 3	1029545	COSTAR GROUP, INC.	APPRAISAL DATA SERVICE - REPLACES LOOPNET	BD OF EQUAL - BHAM STATE	3,895.20	1900060394
*DISTRICT 3					13,175.20	
DISTRICT 4	1000193	JEFFERSON CO TREASURER	TRAVEL REIMBURSEMENT	PROBATE COURT	42.99	1900058733
*DISTRICT 4					42.99	
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BOOTS, SHIPPING	ES: TRUSSVILLE WWTP	53.73	1900059221
DISTRICT 5	1000193	JEFFERSON CO TREASURER	QUANTUM BATTERY;	ES: VILLAGE ELEC SHOP	76.00	1900059255
DISTRICT 5	1000193	JEFFERSON CO TREASURER	FUSES;	ES: VILLAGE ELEC SHOP	465.00	1900059229
DISTRICT 5	1000193	JEFFERSON CO TREASURER	LAMP FUSES;TAP VALVE;	ES: VILLAGE ELEC SHOP	236.26	1900059230
DISTRICT 5	1000193	JEFFERSON CO TREASURER	RATCHET STRAPS,BOLTS,GALV HASP,V-BELTS	ES: PKAGE WWTP & PUMP STA	216.38	1900059232
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BATTERY;JUMP STARTER;PLIERS;CDL PORTION;	ES: FIVE MILE CREEK WWTP	299.13	1900060371
DISTRICT 5	1000193	JEFFERSON CO TREASURER	FUSES;	ES: INSTRUMENT SHOP	100.20	1900060368
DISTRICT 5	1005557	ANTHONY COLE	ASSESSORREIM_ANTHONYCOLE_2012FFIGHTERASSESS	PER BD: TESTING	197.20	1900058911
DISTRICT 5	1020042	JOHN BOIKE	ASSESSORREIM_JOHNBOIKE_2012FFIGHTERASSESSMENT	PER BD: TESTING	164.15	1900058908
DISTRICT 5	1025240	LARRY ERVIN	ASSESSORREIM_LARRYERVIN_2012FFIGHTERASSESSMENT	PER BD: TESTING	294.40	1900059005
DISTRICT 5	1025241	WILLIAM FOWLER	ASSESSORREIM_WILLIAMFOWLER_2012FFIGHTERASSESS	PER BD: TESTING	272.53	1900059132
DISTRICT 5	1025242	TODD HOLLOWAY	ASSESSORREIM_TODDHOLLOWAY_2012FFIGHTERASSESS	PER BD: TESTING	215.83	1900059134
DISTRICT 5	1025875	JOSEPH ADAMS	ASSESSORREIM_JOSEPHADAMS_2012FFIGHTERASSESSMENT	PER BD: TESTING	424.00	1900058907
DISTRICT 5	1025895	ROBERT SPARROW	ASSESSORREIM_ROBERTSPARROW_2012FFIGHTERASSESS	PER BD: TESTING	174.00	1900059158
DISTRICT 5	1027335	TROY PERRY	ASSESSORREIM_TROYPERRY_2012FFIGHTERASSESSMENT	PER BD: TESTING	100.00	1900059144
DISTRICT 5	1028789	DEBORAH MILLS	ASSESSORREIM_FIREFIGHTER_2012FFIGHTERASSESSMENT	PER BD: TESTING	488.80	1900059135
DISTRICT 5	1028882	JOHN BURNS	ASSESSORREIM_JOHNBURNS_2012FFIGHTERASSESSMENT	PER BD: TESTING	100.00	1900058910
DISTRICT 5	1028893	SIMMEANA WESTBROOK	ASSESSORREIM_S_AWESTBROOK_2012FFIGHTERASSMNT	PER BD: TESTING	167.82	1900059161
DISTRICT 5	1029400	NADIS CARLISLE	ASSESSORREIM_NADISCARLISLE_201CAPTAINASSESSMENT	PER BD: TESTING	191.42	1900059116
DISTRICT 5	1029411	KEVIN COPPIN	ASSESSORREIM_KEVINCOPPIN_201CAPTAINASSESSMENT	PER BD: TESTING	265.00	1900059117
DISTRICT 5	1029412	MARY GALLARNOBALEE	ASSESSORREIM_MARYGALLARNOBALEE_201CAPTAINASSESS	PER BD: TESTING	312.92	1900059118
DISTRICT 5	1029413	REGINALD GRIGSBY	ASSESSORREIM_REGINALDGRIGSBY_201CAPTAINASSESS	PER BD: TESTING	125.00	1900059119
DISTRICT 5	1029415	GARY PRICE	ASSESSORREIM_GARYPRICE_201CAPTAINASSESSMENT	PER BD: TESTING	333.17	1900059120
DISTRICT 5	1029416	JOSEPH TAYLOR	ASSESSORREIM_JOSEPH_TAYLOR_201CAPTAINASSESSMENT	PER BD: TESTING	444.95	1900059122
DISTRICT 5	1029417	DEBRA WILLIAMS	ASSESSORREIM_DEBRAWILLIAMS_201CAPTAINASSESSMENT	PER BD: TESTING	233.54	1900059124
DISTRICT 5	1029508	LISA FORREST	ASSESSORREIM_LISAFORREST_2012FFIGHTERASSMNT	PER BD: TESTING	150.00	1900059227
DISTRICT 5	1029509	TONY RHODES	ASSESSORREIM_TONYRHODES_2012FFIGHTERASSMNT	PER BD: TESTING	406.99	1900059236
DISTRICT 5	1029510	WARREN ROBINSON	ASSESSORREIM_WARRENROBINSON_2012FFIGHTERASSMNT	PER BD: TESTING	406.99	1900059237
DISTRICT 5	1029522	DEBRA ANN RUE	1/2 HLTH PREMIUM REFUND DUE TO EMPLOYEE SEPARATION	HUMAN RESOURCES ADMIN	58.96	1900059231
DISTRICT 5	1029529	PAMELA B. FLORENCE	REFUND FOR PORTION OF RETIREE HEALTH INSURANCE	HUMAN RESOURCES ADMIN	223.09	1900060373
*DISTRICT 5					7,197.46	
**					21,566.14	

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

May-22-2012-349

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request from the Finance Department that the transfer/disposal/auction of the following equipment, be and hereby is approved.

DISPOSAL:

Information Technology

070114 EMC Centera Storage Device Obsolete/No longer in dept.
 070119 EMC Centera Storage Device Obsolete/No longer in dept

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

May-22-2012-350

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 04/26/12 - 05/02/12

RECOMMENDED FOR:

1. SHERIFF: BIRMINGHAM ENFORCEMENT FROM ADAPTIVE DIGITAL SYSTEMS INCORPORATED, NEWPORT BEACH, CA, FOR EVIDENCE COLLECTION DEVICE. SAP PURCHASE ORDER # 2000064572 \$16,700.00 TOTAL REFERENCE BID # 93-12
2. COOPER GREEN MERCY HOSPITAL FROM BERNEY OFFICE SOLUTION, MONTGOMERY, AL, TO PAY PER DEPARTMENT APPROVED INVOICE FOR PRINTER MAINTENANCE AND REPAIR FOR THE PERIOD OF 10/01/11 - 9/30/12. SAP PURCHASE ORDER # 2000064627 \$18,000.00 TOTAL REFERENCE BID # 104-09
3. ENVIRONMENTAL SERVICES CAHABA RIVER WWTP FROM MERCER RUBBER COMPANY, SMITHTOWN, NY, PURCHASE ORDER FOR CUSTOM FABRICATED EXPANSION JOINTS. SAP PURCHASE ORDER # 2000064639 \$9,854.00 TOTAL
4. ENVIRONMENTAL SERVICES WWTP AND PUMP STATION FROM JIM HOUSE AND ASSOCIATES, BIRMINGHAM, AL, TO PAY INVOICE ONLY FOR REPAIRS AND PARTS TO FLYGT PUMP FOR THE PERIOD OF 8/16/11- 8/15/12. SAP PURCHASE ORDER # 2000064643 \$23,276.00 TOTAL REFERENCE BID # 193-10
5. ENVIRONMENTAL SERVICES DEPARTMENT FROM ADS ENVIRONMENTAL SERVICES, BIRMINGHAM, AL, CONTRACT RENEWAL FOR FLOW MONITORING PARTS TO BE PURCHASED ON AN 'AS NEEDED' BASIS FOR THE PERIOD OF 7/1/12 - 6/30/13. REFERENCE BID # 97-11 HISTORICAL SPEND \$45,000.00 TOTAL

For Week of 05/03/12 - 05/09/12

RECOMMENDED FOR:

1. ENVIRONMENTAL SERVICES - VALLEY CREEK WWTP FROM PUMP AND PROCESS EQUIPMENT COMPANY INCORPORATED, BIRMINGHAM, AL, TO PURCHASE TWO (2) NETZSCH PUMP REBUILD KITS FOR THE PERIOD OF 5/22/12 - 5/21/13. SAP PURCHASE ORDER # 2000064663 \$33,920.00 TOTAL REFERENCE BID # 105-12
2. ENVIRONMENTAL SERVICES - VILLAGE MAINTENANCE SHOP FROM MORROW WATER TECHNOLOGY, BIRMINGHAM, AL, TO PURCHASE ONE (1) ROTARY LOBE PUMP SAP PURCHASE ORDER # 2000064789 \$47,870.00 TOTAL REFERENCE BID # 110-12
3. ENVIRONMENTAL SERVICES SEWER TV INSPECTION FROM INGRAM EQUIPMENT, BIRMINGHAM, AL, PURCHASE ORDER FOR TV TRUCK FOR SEWER INSPECTION. SAP PURCHASE ORDER # 2000064829 \$189,400.00 TOTAL REFERENCE BID # 84-12
4. INFORMATION SERVICES ADMINISTRATION FROM AMBIT SOLUTIONS LLC, BIRMINGHAM, AL, FOR IP TELECOMMUNICATIONS EQUIPMENT. SAP PURCHASE ORDER # 2000064840 \$68,980.00 TOTAL REFERENCE BID # 141-11
5. INFORMATION SERVICES ADMINISTRATION FROM AMBIT SOLUTIONS LLC, BIRMINGHAM, AL, FOR IP TELECOMMUNICATIONS EQUIPMENT MAINTENANCE AND TECHNICAL SUPPORT FOR THE REMAINDER OF FISCAL YEAR 2012. SAP PURCHASE ORDER # 2000064864 \$17,300.00 TOTAL REFERENCE BID # 141-11
6. WORKFORCE DEVELOPMENT CENTER AT LAWSON STATE COMMUNITY COLLEGE FROM STAPLES ADVANTAGE, BESSEMER, AL, TO PURCHASE METAL OFFICE FURNITURE - EIGHT (8) METAL STORAGE CABINETS AND TWENTY-ONE (21) TASK CHAIRS. SAP PURCHASE ORDER # 2000064866 \$9,227.80 TOTAL
7. GENERAL SERVICES ADMINISTRATION FROM JOHNSON CONTROLS INCORPORATED, HOOVER, AL, TO PAY INVOICES FOR SERVICES FOR ANNUAL MAINTENANCE ALREADY DONE IN ACCORDANCE WITH FEDERAL SUPPLY SCHEDULE CONTRACT AND PURCHASING AGREEMENT. SAP PURCHASE ORDER # 2000064878

\$24,861.60 TOTAL

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

May-22-2012-351

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

PURCHASING DIVISION EXCEPTIONS REPORT

For Week of 04/26/12 - 05/02/12

1. **REMOVED FROM EXCEPTIONS REPORT**

COOPER GREEN MERCY HOSPITAL FROM RURAL METRO, BESSEMER, AL, TO PAY INVOICES FOR AMBULANCE TRANSPORT SERVICES FOR FY11 IN THE AMOUNT OF \$4,805.60 AND THE REMAINING BALANCE WILL BE USED TO PAY PAST DUE AND CURRENT INVOICES FOR FY12. SAP PURCHASE ORDER # 2000064752
\$45,000.00 TOTAL REFERENCE BID # 5-11

2. COMMISSION DISTRICT 4 FROM RILEY AND JACKSON PC, BIRMINGHAM, AL, TO PAY FOR 911 LEGAL FEES FOR THE PERIOD OF 2/6/12 - 3/6/12. SAP PURCHASE ORDER # 2000064767 \$1,187.50 TOTAL

PURCHASING DIVISION EXCEPTIONS REPORT

For Week of 05/03/12 - 05/09/12

1. COOPER GREEN MERCY HOSPITAL FROM SMITH AND NEPHEW ORTHO, ATLANTA, GA, TO PAY INVOICE ONLY FOR ORTHO IMPLANTS ORDERED AS PRESCRIBED BY DR. JAMES FLOYD. SAP PURCHASE ORDER # 2000064775
\$8,651.39 TOTAL
2. COOPER GREEN MERCY HOSPITAL SOUTHERN ORTHOPEDICS, ATLANTA, GA, TO PAY BILL ONLY INVOICES FOR ORTHO IMPLANTS ORDERED AS PRESCRIBED BY JR. JAMES FLOYD. SAP PURCHASE ORDER # 2000064777
\$3,111.00 TOTAL
3. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM GOVDEALS INCORPORATED, MONTGOMERY, AL, PURCHASE ORDER TO PAY INVOICES FOR ONLINE AUCTIONEER SERVICES FOR THE SALE OF COUNTY SURPLUS VEHICLES AND HEAVY EQUIPMENT. SAP PURCHASE ORDER # 2000064806 \$13,152.20 TOTAL
4. ENVIRONMENTAL SERVICES ENGINEERING AND CONSTRUCTION FROM EARL DUDLEY, BIRMINGHAM, AL, FOR EMERGENCY EQUIPMENT REPAIR FOR EARL DUDLEY GPS TOPCON GR-3 (SERIAL# 444-0500) DUE TO CREW MEMBER FALLING WITH EQUIPMENT. SAP PURCHASE ORDER # 2000064869 \$808.90 TOTAL
5. COOPER GREEN MERCY HOSPITAL ADMINISTRATION/GENERAL SERVICES FROM SIMPLEX GRINNELL LP, PALATINE, IL, FOR REPAIRS TO NURSE CALL SYSTEM - WORKED PERFORMED ON 4/24/12, INVOICE # 67708959. SAP PURCHASE ORDER #2000064870 \$671.75 TOTAL
6. COOPER GREEN MERCY HOSPITAL ADMINISTRATION/GENERAL SERVICES FROM SIMPLEX GRINNELL LP, PALATINE, IL, FOR FIRE ALARM REPAIRS TO IMS COMPUTER. SAP PURCHASE ORDER # 2000064871
\$4,914.75 TOTAL
7. JEFFERSON REHABILITATION AND HEALTH CENTER FROM CHAMPION MEDICAL, BIRMINGHAM, AL, TO PAY INVOICES FOR HOSPITAL EQUIPMENT AND SUPPLY ITEMS ORDERED ON AN EMERGENCY BASIS. AWARDED VENDOR PLACED THE COUNTY ON CREDIT HOLD. SAP PURCHASE ORDER # 2000064779 \$1,785.00 TOTAL
8. COOPER GREEN MERCY HOSPITAL FROM CHAMPION MEDICAL, BIRMINGHAM, AL, TO PAY INVOICES FOR HOSPITAL EQUIPMENT AND SUPPLY ITEMS ORDERED ON AN EMERGENCY BASIS. AWARDED VENDOR PLACED THE COUNTY ON CREDIT HOLD. SAP PURCHASE ORDER # 2000064339 \$1,895.00 TOTAL
9. COOPER GREEN MERCY HOSPITAL FROM UAB DEPARTMENT OF NEUROLOGY, BIRMINGHAM, AL, TO PAY INVOICES FOR LABORATORY TESTING. SAP PURCHASE ORDER # 2000064880 \$500.00 TOTAL
10. COOPER GREEN MERCY HOSPITAL FROM COLLEGE OF AMERICAN PATHOLOGY, NORTHFIELD, IL, TO PAY INVOICES FOR LABORATORY TESTING. SAP PURCHASE ORDER # 2000064882 \$318.00 TOTAL
11. COOPER GREEN MERCY HOSPITAL FROM BECKMAN COULTER, BREA, CA, TO PAY INVOICES FOR METERED BILLING FOR PREVIOUS CHEMISTRY LABORATORY EQUIPMENT LEASING. EQUIPMENT REMAINED IN PLACE UNTIL NEW EQUIPMENT COULD BE SET UP. SAP PURCHASE ORDER # 2000064883 \$13,035.03 TOTAL

REFERENCE BID # 109-05

12. COOPER GREEN MERCY HOSPITAL - NURSING ADMINISTRATION FROM UNIFORMS-SUPPLIES DIRECT, COLUMBUS, GA, TO PAY INVOICE FOR TWO-HUNDRED EIGHTY TWO (282) UNIFORM JACKETS FOR NURSING PERSONNEL - INVOICE # 60048. SAP PURCHASE ORDER # 2000064876 \$4,380.75 TOTAL

ADDENDUM # 1

REMOVE ITEM FROM EXCEPTIONS REPORT:

12. COOPER GREEN MERCY HOSPITAL - NURSING ADMINISTRATION FROM UNIFORMS-SUPPLIES DIRECT, COLUMBUS, GA, TO PAY INVOICE FOR TWO-HUNDRED EIGHTY TWO (282) UNIFORM JACKETS FOR NURSING PERSONNEL - INVOICE # 60048. SAP PURCHASE ORDER # 2000064876 \$4,380.75 TOTAL

PURCHASING DIVISION EXCEPTIONS REPORT

Week of 4/19/12 - 4/25/12

1. REPORTED FOR COOPER GREEN MERCY HOSPITAL FROM UNIVERSAL HOSPITAL SERVICES, MINNEAPOLIS, MN, TO PAY PAST DUE INVOICES FOR HOSPITAL EQUIPMENT RENTAL AND SUPPLIES.
SAP PURCHASE ORDER # 2000064618 \$40,666.54 TOTAL
2. REPORTED FOR COOPER GREEN MERCY HOSPITAL FROM RECOVERCARE, TAMPA, AL, TO PAY INVOICES FOR HOSPITAL EQUIPMENT RENTAL AND SUPPLIES RECEIVED ON BEHALF OF PATIENT AS DESCRIBED ON ATTACHED INVOICES (NOT GIVEN TO MINUTE CLERK). SAP PURCHASE ORDER # 2000064602 \$1,605.50 TOTAL

Motion was made by Commissioner Knight seconded by Commissioner Stephens to amend the Exceptions Report for week of 4/26/12 - 5/2/12 by removing Item No. 1. Voting "Aye" Knight, Stephens, Bowman, Brown and Carrington.

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

May-22-2102-352

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Encumbrance Report for the week of 04/26/12 - 05/02/12 and 05/03/12 - 05/09/12, be and hereby is approved.

Motion was made by Commissioner Brown seconded by Commissioner Knight to amend the Encumbrance Report for 04/26/12 - 05/02/12 by removing Purchase Order 2000064840. Voting "Aye" Brown, Knight, Bowman, Carrington and Stephens.

Motion was made by Commissioner Brown seconded by Commissioner Knight that the above amended Encumbrance Reports be approved. Voting "Aye" Brown, Knight, Bowman, Carrington and Stephens.

May-22-2012-353

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 media/rack mounted servers for various County departments and PACA members on an as needed basis and budgeted by the individual departments for the period May 1, 2012 - April 30, 2013 in an amount not to exceed \$200,000.

CONTRACT NO.: 00003716

Contract Amendment No. II

This Amendment to Contract entered into the 16th day of April 2012 between Jefferson County, Alabama, hereinafter referred to as "the County", and Dell Marketing LP, hereinafter referred to as the "Contractor" to provide Media/Rack Mounted Servers 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:

This contract results from Jefferson County's request for Bid No. 94-10. The original contract between the parties referenced above, which was approved by the Commission on July 6, 2010 and recorded in Minute Book 160, Page 164-167; AND contract amendment approved on June 14, 2011 and recorded MB 161; Page 609 is hereby amended as follows:

Item3. Amend Term of Contract: The term of this contract shall be extended from May 1, 2012 to April 30, 2013.

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

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

Jefferson County Commissioner

CONTRACTOR

Diane Wigington, Public Contracts Manager

Dell Marketing LP

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

May-22-2012-354

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 microcomputer equipment and accessories as needed for County departments and PACA members on an as-needed basis and budgeted by the individual departments for the period May 1, 2012 - April 30, 2013.

CONTRACT NO.: 00003708

Contract Amendment No. II

This Amendment to Contract entered into the 16th day of April 2012 between Jefferson County, Alabama, hereinafter referred to as "the County", and Dell Marketing LP, hereinafter referred to as the "Contractor" to provide Microcomputers and Accessories 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:

This contract results from Jefferson County's request for Bid No. 90-10. The original contract between the parties referenced above, which was approved by the Commission on June 1, 2010 and recorded in MB 160, Page 40-42; AND contract amendment I approved on June 14, 2011; MB 161; Page(s) 608 is hereby amended as follows:

Item 3. Amend Term of Contract: The term of this contract shall be extended from May 1, 2012 to April 30, 2013.

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

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

Jefferson County Commissioner

CONTRACTOR

Diane Wigington, Contracts Manager

Dell Marketing LPG

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

May-22-2012-355

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 Software House International to provide Microsoft Office software for various County departments and PACA members on an as-needed basis and budgeted by the individual departments for the period June 1, 2012 -

May 31, 2013.

CONTRACT NO.: 00003709

Contract Amendment No. II

This Amendment to Contract entered into the 1st day of April 2012, between Jefferson County, Alabama, hereinafter referred to as "the County, and Software House International hereinafter referred to as the "Contractor" to provide Microsoft Office Software for various Jefferson County Department 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:

This contract results from Jefferson County's request for Bid No. T-40 The original contract between the parties referenced above, which was approved by the Commission on August 3, 2010; recorded in MB 160, Page 260-262; AND Contract Amendment I approved on June 14, 2011; recorded in MB 161; Page 609-610 is hereby amended as follows:

Item3. Amend Term of Contract: June 1, 2012 through May 31, 2013

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

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

Jefferson County Commission

SOFTWARE HOUSE INTERNATIONAL

Fran Millar, Account Executive

Software House International

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

STAFF DEVELOPMENT

Multiple Staff Development

E911 - 2 participants

Howard Summerford

(E-911 funds)

\$199.28

Michael G. Lee

\$167.28

Communications Summit-Interoperable Communications

Guntersville, AL – May 15-16, 2012

Individual Staff Development

Environmental Services

Harold Parsons, III

\$4,111.94

Configuring Windows Server 2008 Active Directory Domain Services

Atlanta, GA – June 10-15, 2012

Probate Court

S. J. Rhodes

\$1,193.28

Probate Judges Summer Conference

Gulf Shores, AL – August 5-8, 2012

Revenue

Wesley Scott Moore

\$3,671.90

Tax Audit

Arlington, VA; Washington, DC & New York, NY – May 12-26, 2012

Tax Assessor

Reginald Threadgill

(state funds)

\$614.88

AL V: Management and Supervision

Montgomery, AL – July 17-20-2012

Family Court

Vanessa O'Neal

(grant funds)

\$1,075.73

8th Annual Juvenile Sex Offender Mgt. Conference

Galveston, TX – June 10-12, 2012

For Information Only

Personnel Board

Lorren Oliver
Balch & Bingham LLP Labor & Employment Section - Mini Seminar
Birmingham, AL – May 21, 2012

\$79.00

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

BUDGET TRANSACTIONS

- (1) Emergency Management Agency \$122,865 (acknowledge only)

Shift funds from various accounts within EMA to provide sufficient funding for remainder of fiscal year.

- (2) Emergency Management Agency \$3,646.78 (acknowledge only)

Increase revenue and expenditures to record a reimbursement for a hazard materials reimbursement for Birmingham Fire.

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

- (3) Cooper Green Mercy Hospital \$3,257,367.73

Decrease salary and operating expenditures for FY2012

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

REQUEST FOR CERTIFICATIONS

Community Development (grant funded)

Administrative Assistant I - 2 positions

Administrative Analyst

Human Resources Planner - 2 positions

Senior Accountant

Office of Senior Citizen Services

Information Specialist

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

May-22-2012-356

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Dell Marketing, LLP to provide annual maintenance for Symantec Net Backup support for the period September 28, 2012 - September 27, 2013 in the amount of \$3,454.88.

CONTRACT NO.: 00003710

MAINTENANCE SUPPORT CONTRACT

THIS AGREEMENT entered into this 1st August 2012, by and between Jefferson County Alabama, hereinafter called "the County", and DELL MARKETING LP called "the Contractor". The effective date of this agreement shall be September 28, 2012.

WHEREAS, the County desires to contract for professional service for the Jefferson County Commission, hereinafter called "the Commission"; and

WHEREAS, the Contractor desires to furnish said professional service 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

purchase the professional service hereinafter set forth.

2. SCOPE OF SERVICES: This contract results from Jefferson County Department of Information Technology request for Annual Maintenance for Symantec Net Backup support. The contract describes the scope of services called for and constitutes the entire agreement between the parties. The Scope of Services is as follows:

<u>PRODUCT DESCRIPTION</u>	<u>QTY</u>	<u>EACH PRICE</u>	<u>ANNUAL PRICE</u>
VLA STORAGE FOUNDATION STARDARD 5.1 UNX PER SERVER TIER B IYR ESS MAINTENANCE RENEWAL PART NO. 2606334 MFG NO. 20063732	4	863.73	3,454.88

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to the Department of Information Technology at any time after the effective date of this Contract. The Contract term expires on September 27, 2013, with the option to renew for a period of up to two (2) additional one (1) year terms.

4. COMPENSATION: The Contractor shall be compensated for the professional service and support a sum of \$ 3,454.88; payment terms are Net 30.

5. 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.

6. 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.

7. 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.

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

9. ASSIGNMENT: No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize the Successful Offeror to subcontract (assign) any portion of this contract, the Successful Offeror will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Successful Offeror must maintain a continuous effective business relationship with the sub-contractors) including, but not limited to, regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.

10. 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 connection with or incident to the performance of this agreement, or arising out of Worker's Compensation claims, Unemployment Compensation claims, or Unemployment Disability compensation claims of employees of company and/or its subcontractors or claims under similar such laws or obligations. Company obligation under this Section shall not extend to any liability to the extent caused by the negligence of the County, or its employees.

11. LIMITATION OF LIABILITY: NEITHER PARTY SHALL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES UNDER THIS AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OF THEIR POSSIBILITY. THIS LIMITATION OF LIABILITY APPLIES BOTH TO PRODUCTS AND SERVICES CUSTOMER PURCHASES UNDER THIS AGREEMENT. BOTH PARTIES TOTAL LIABILITY ARISING OUT OF, OR IN CONNECTION WITH, ANY EVENT OR SERIES OF CONNECTED EVENTS OCCURRING IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE VALUE OF THE PRODUCTS OR SERVICES PURCHASED BY CUSTOMER PURSUANT TO THIS AGREEMENT SUBJECT TO THE CLAIM.

12. 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.

13. 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.

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

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

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

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

18. VIOLATION: Any violation of this certification shall constitute a breach and default of this Agreement which shall be cause for termination.

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, ALABAMA

W. D. Carrington, President

Jefferson County Commission

DELL MARKETING LP

Lauren D. Newberry, Contract Manager

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

May-22-2012-357

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Intranet Dashboard to provide annual maintenance and support subscription for the period April 3, 2012 - April 2, 2013 in the amount of \$2,900.

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

May-22-2012-358

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the ninety day period for Sick Leave Conversion for Michael G. Lee is hereby waived and sick leave is granted beginning June 2, 2012. All retirement paperwork has been submitted by employee.

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

Knight, Brown, Bowman, Carrington and Stephens.

May-22-2012-359

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 Mike Hale, in his official capacity as Sheriff of Jefferson County, Alabama.

Amendment No. 1 to the agreement with En Pointe Technologies Sales, Inc. to provide maintenance and support for VMWare for the period May 21, 2012 - May 20, 2013 in the amount of \$7,926.36.

CONTRACT NO.: 00003410

Contract Amendment No. 1

This Amendment to Contract entered into the 9th day of December 2011, between Mike Hale, in his official capacity as Sheriff of Jefferson County Alabama, hereinafter referred to as ""the Sheriff"", and En Pointe Technologies Sales Inc., hereinafter referred to as the "Contractor" to provide Maintenance and support for VMWare.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

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

This contract results from Jefferson County's request for Bid No. 1-11. The original contract between the parties referenced above, which was approved by the Commission on April 12, 2011 and recorded in MB 161, Page 462 - 464 is hereby amended as follows:

Item 3. Amend Term of Contract: May 21, 2012 to May 20, 2013

Item 5. Amend Term of Compensation:

PART NO.	DESCRIPTION	QTY	UNIT PRICE	ANNUAL PRICE
VS5-ENT-P-SSS-C =5651AM	Production Support Coverage Vmware vSphere, 5 Enterprise for 1 process (with 64 GB vRAM entitlement per processor)	30	\$ 660.53	\$ 7,926.36
			SUBTOTAL	\$ 7,926.36

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

SHERIFF DEPARTMENT

Mike Hale, Sheriff

CONTRACTOR

Ali Mughal,unt Manager

EnPointe Technologies Sales Inc

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

May-22-2012-360

GMS APPLICATION NUMBER 2012-H1701-AL-DJ

WHEREAS, the U.S. Department of Justice Bureau of Justice Assistance ("Bureau") has awarded a total of \$290,616.00 to the City of Birmingham and Jefferson County, Alabama through the Byrne Justice Assistance Grant Program for 2012; and

WHEREAS, the City's share of the 2012 Grant is \$159,839.00 and \$130,777.00 of it is allocable to the County for use by the Jefferson County Sheriff's Office; and

WHEREAS, the Bureau requires that the 2012 Grant to the City and County be administered by one entity; and

WHEREAS, the parties desire that the City administer the 2012 Grant program, including distributing of the funds; monitoring the award; submitting reports including performance measure and program assessment data; and providing ongoing assistance; and

WHEREAS, this grant requires no matching funds.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Jefferson County, Alabama does

hereby accept grant funds in the amount of \$130,777.00 through the Byrne Justice Assistance Grant Program for 2012 and authorizes the President to execute an Interlocal Agreement with the City of Birmingham for administration of the grant.

INTERLOCAL AGREEMENT BETWEEN THE CITY OF
BIRMINGHAM, ALABAMA AND JEFFERSON COUNTY, ALABAMA
FOR ADMINISTRATION OF 2012 BYRNE JUSTICE ASSISTANCE GRANT (JAG) AWARD

This Agreement is made and entered into this 30th day of April, 2012, by and between the Jefferson County, Alabama acting by and through its governing body, the County Commission, (hereinafter referred to as "COUNTY"), and the CITY of BIRMINGHAM, ALABAMA, acting by and through its governing body, the City Council, (hereinafter referred to as "CITY").

WHEREAS, the United States Department of Justice, Office of Justice Programs' Bureau of Justice Assistance (hereafter referred to as "Bureau") has awarded a total of \$290,616.00 to the CITY and COUNTY through the Edward Byrne Memorial Justice Assistance Grant (JAG) Program for 2012 ("2012 Grant"); and

WHEREAS, the City's share of the 2012 Grant is \$159,839.00, and \$130,777.00 of it is allocable to the COUNTY for use by the Jefferson County Sheriff's Office; and

WHEREAS, pursuant to its guidelines, the proceeds of the 2012 Grant are to be allocated between the CITY and the COUNTY and are to be used in the manner set forth in this Agreement; and

WHEREAS, the CITY and the COUNTY agree that it is more efficient, practical, and best serves the public interest to select an administrator to interact with the Bureau on the 2012 Grant and perform the responsibilities set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the CITY and the COUNTY agree that it is in the best interests to enter into this Interlocal Agreement.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1 - Administration

The Police Chief for the CITY has selected Barbara Harris, as the CITY's administrator for the 2012 Justice Assistance Grant (hereafter the "Grant Administrator"). The CITY and the COUNTY agree that the Grant Administrator (or such other person as may be designated by the CITY's Police Chief) will serve as administrator to perform the following services related to the 2012 Grant.

1. The Grant Administrator will coordinate with the COUNTY to collect information, prepare, and submit materials to the Bureau for an area-wide application;
2. The Grant Administrator will monitor the progress of the application, and assist the Parties to respond to any requests for additional information or inquiries by the Bureau concerning the application; and
3. The CITY and COUNTY agree that the CITY, functioning through the Grant Administrator, will (b) receive, maintain, and serve as the fiscal manager of those funds; (b) distribute those funds as allocated in Section 3 below; and (c) coordinate with the COUNTY to collect appropriate information, prepare, and submit reports to the Bureau (including the Quarterly Progress Report described in Section 2) concerning performance of program activities, program assessment data and compliance with guidelines for use of the Grant funds.

Section 2 - Representations and Responsibilities of Parties

The CITY and COUNTY agree, warrant and represent as follows with respect to the 2012 Grant:

1. Upon reasonable request of the Grant Administrator, the COUNTY will furnish her sufficient information, reports and data as necessary to apply, monitor, prepare reports for the Bureau or otherwise administer that Grant;
2. The COUNTY will comply with all guidelines issued by the Bureau concerning its use (including, without limitation, using their respective allocations for the purposes specified herein);
3. If the Bureau requests an audit or financial examination concerning the use of funds, the COUNTY, upon reasonable notice, will furnish the Grant Administrator all its accounting records or other information indicating the timing, amount, purpose, and nature of the disbursement of funds;
4. To comply with Program Guidelines, the COUNTY must submit quarterly reports on the progress and impact of the 2012 Grant concerning the respective project(s) for which funds are used (herein the "Quarterly Progress Report"). To provide ample time for the Grant Administrator to prepare a consolidated report the COUNTY agrees that, within 10 days before the end of each calendar quarter, it will furnish the Grant Administrator its entity's Quarterly Report concerning the projects for which grant funds are used. The Quarterly Progress Report will contain the following information as it relates to a Party's respective project(s) and activities:
 - a. The total amount of funds received;
 - b. The amount of funds expended or obligated to projects or activities; and
 - c. A detailed list of all projects and activities for funds were expended or obligated, including the following:
 - i. the name of the project or activity;
 - ii. a description of the project or activity;
 - iii. an evaluation of the completion status of the projector activity;

iv. annual programmatic reports and quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT), and Federal Funding Accountability and Transparency Act (FFATA) reports through the FFATA Sub-award Reporting System (FSRS) as necessary; v. for infrastructure investment made by state and local governments, the purpose, total cost, and rationale of the agency for funding the infrastructure investment with funds made available under this Act, and name of the person to contact at the agency if there are concerns with the infrastructure investment; and vi. If any sub-contracts or sub-grants awarded by the recipient, include detailed information and data elements required to comply with the Funding and Accountability and Transparency Act of 2006 (Public Law 109-282), to report award information on any first-tier subaward totaling \$25,000 or more, and, in certain cases, to report information on the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients; and

5. Each person executing below acknowledges that (a) he and other appropriate signatory officials have read and understand its provisions, and (b) he is authorized as the signatory to sign this instrument and bind his respective entity to perform the responsibilities and duties herein.

Each Party acknowledges that its failure to perform its obligations in this Section 2 or elsewhere in this Agreement could result in the Bureau directing that recipients of the 2012 Grant forfeit the award of funds otherwise payable.

Section 3 - Allocations of Grant and Uses of Award

If the 2012 Grant is awarded, the CITY and the COUNTY agree that the funds shall be allocated and used as follows:

The CITY will retain \$159,839.00 of the total award and, until September 30, 2015, use those funds for its Law Enforcement and Technology Improvement Program.

The CITY will distribute \$130,777.00 of the total award to the COUNTY, which represents and agrees that it will use those funds for the Jefferson County Sheriff's Office Comprehensive Justice Technology Project.

Section 4 - Relationship of Parties

This is an agreement between independent parties. No provision herein is intended to create any partnership, joint venture or principal-agent relationship between the parties, or grant either party any right, liability, control or authority over the operations, finances, or affairs of the other party.

Section 5.

The rights and benefits in this Agreement are granted and extend only to the parties. No provision herein is intended, nor shall any be construed, to inure, grant, or bestow any benefit, right or privilege to the third party.

Section 6.

This Agreement sets forth the entire understanding of the parties concerning the matters set forth herein. By entering into this agreement, the parties do not intend to create any other obligations, express or implied.

CITY OF BIRMINGHAM, ALABAMA

By:

Its:

APPROVED AS TO FORM:

Asst. City Attorney/ Date

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

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

May-22-2012-361

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Johnson Controls, Inc. to provide for pricing of products using the General Services Administration (GSA) Federal Supply Schedule Contract & Purchasing Agreement.

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

May-22-2012-362

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Johnson Controls, Inc. to provide preventative maintenance, parts and repair services of chillers for the period April 1, 2012 - April 1, 2015 in the amount of \$333,033 (1st year-\$106,867 – 2nd year-\$110,954 – 3rd year-\$115,392).

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

May-22-2012-363

WHEREAS, the Jefferson County E-911 Emergency Communications District Board was established September, 2010; and
WHEREAS, the Board has a vacancy to be filled by the Jefferson County Commission; and
WHEREAS, Mark Sims wishes to serve on the Board.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of Mark Sims to serve on the Jefferson County E-911 Emergency Communications District Board for a four (4) year term ending May 22, 2016, be and hereby is approved.

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

May 22-2012-364

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-2012-006 American Legion #255, owner, David E. Vaughn, agent; request a change of zoning on Parcel ID#s 13-30-2-1-25 and 25.1, Lots 38 and 41 of Fulton Springs Annex, in Section 30 Twp 16 Range 2 West from C-1 (Commercial) to C-3 (Commercial) for a private club (American Legion) offering alcohol sales for on-premise consumption. (Case Location: 1838 Carson Road N; Birmingham, AL 35217) (FULTONDALE) (5 Acres M/L)

RESTRICTIVE COVENANTS: 1. the sale of alcohol for on-premise consumption on this property shall be allowed for the American Legion private lodge only; 2. development of the property shall commence in accordance with the site plan presented at the March 8, 2012 hearing of the Planning & Zoning Commission; 3. plans for access and any required road improvements shall be subject to the review and approval of the Department of Roads and Transportation; 4. any lighting of the parking areas shall be directed downward and away from any residential properties, and; 5. there shall be no operation of the facility outside the hours of 12 noon to 10:00 P.M. Sunday through Thursday, and 12 noon to 12 midnight on Friday and Saturday.

Motion was made by Commissioner Knight seconded by Commissioner Brown that Z-2012-006 be approved. Voting “Aye” Knight, Brown, Bowman, Carrington and Stephens.

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request to reconsider rezoning case Z-2011-020 for an office building in the Cahaba Heights area of Jefferson County, be and hereby is approved.

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and the City of Mountain Brook, Alabama to provide election services in the amount of \$975.

CONTRACT FOR ELECTION SERVICES

This Agreement is entered into this 23rd day of April, 2012, by and between Jefferson County, Alabama, political subdivision of the state of Alabama (hereinafter called "the County"), and the City of Mountain Brook, Alabama, a municipal corporation, (hereinafter called "the City").

WHEREAS, the City's Municipal Election will occur on August 28, 2012, and, if required, a run off election will occur on October 9, 2012; 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 August 28, 2012. The City shall pay to the County, in advance of the provision of any service or equipment, and before the voting machines are to be delivered, the following unit pricing rates for each service or equipment as follows:

- M100 Voting Machines----\$450.00 each Automark Units---\$450.00 each
- M650 Voting Machines----\$450.00 each
- ePollbook Laptops----\$100.00 each
- Cellular Telephone----\$15.00 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.

Primary Election - Requested Equipment

a.	M100 Voting Machines (\$450.00 each)	
	Machines @ \$450.00 each =	\$ 0.00
b.	Automark Machines (\$450.00 each)	
	Machines @ \$450.00 each =	\$ 0.00
c.	M650 Voting Machines (450.00 each)	
	Machines @ \$450.00 each =	\$ 0.00
d.	ePollbook Laptops (\$100.00 each)	
	6 Laptops @ 100.00 each=	\$ 600.00
e.	Cellular Telephone (\$15.00 each)	
	none Telephones @\$15.00 each =	\$ 0.00
f.	Voter List for posting/publishing	
	(\$11.00 per thousand names rounded up = \$165 cost per list)	
	Multiplied by one quantity of list(s) requested =	\$ 165.00
g.	Voter List on Compact Disc	
	(((\$11.00 per thousand names rounded up = \$165 cost per disc)	
	Multiplied by one quantity of disc(s) requested + \$45.00=	\$ 210.00
	Primary Election Equipment or Service Total Cost	\$ 975.00

Following receipt of the City's payment, the County shall deliver the voting machines to each polling location. The County shall provide the lists, electronic data, laptops, and cell phones to the City Clerk who shall provide the County with a receipt therefore. The County shall provide Election Day service, program testing and the County shall provide assistance to the City's Election Commission for canvassing all votes cast on the voting machines used for said election. The County shall further provide the City with the following at no additional cost:

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

RUNOFF ELECTION ON October 9, 2012. 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.

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 Mountain Brook , ALABAMA

Lawrence T. Oden, Mayor

ATTEST:

_____, City Clerk

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

May-22-2012-367

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and the City of Sylvan Springs, Alabama to provide election services in the amount of \$177.

CONTRACT FOR ELECTION SERVICES

This Agreement is entered into this 1st day of May, 2012 , by and between Jefferson County, Alabama, political subdivision of the state of Alabama (hereinafter called "the County"), and the City of Sylvan Springs, Alabama, a municipal corporation, (hereinafter called "the City").

WHEREAS, the City's Municipal Election will occur on August 28, 2012, and, if required, a run off election will occur on October 9, 2012 ; 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 August 28, 2012 . The City shall pay to the County, in advance of the provision of any service or equipment, and before the voting machines are to be delivered, the following unit pricing rates for each service or equipment as follows:

- M100 Voting Machines----\$450.00 each Automark Units---\$450.00 each
- M650 Voting Machines----\$450.00 each
- ePollbook Laptops----\$100.00 each
- Cellular Telephone----\$15.00 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.

Primary Election - Requested Equipment

a.	M100 Voting Machines (\$450.00 each)	
	Machines @ \$450.00 each =	\$ 0.00
b.	Automark Machines (\$450.00 each)	
	Machines @ \$450.00 each =	\$ 0.00
c.	M650 Voting Machines (450.00 each)	
	Machines @ \$450.00 each =	\$ 0.00
d.	ePollbook Laptops (\$100.00 each)	
	Laptops @ 100.00 each=	\$ 0.00
e.	Cellular Telephone (\$15.00 each)	
	Telephones @\$15.00 each =	\$ 0.00
f.	Voter List for posting/publishing	
	(\$11.00 per thousand names rounded up = \$22 cost per list)	
	Multiplied by 5 quantity of list(s) requested =	\$ 110.00
g.	Voter List on Compact Disc	
	((11.00 per thousand names rounded up = \$22 cost per disc)	
	Multiplied by one quantity of disc(s) requested + \$45.00=	\$ 67.00
	Primary Election Equipment or Service Total Cost	\$ 177.00

Following receipt of the City's payment, the County shall deliver the voting machines to each polling location. The County shall provide the lists, electronic data, laptops, and cell phones to the City Clerk who shall provide the County with a receipt therefore. The County shall provide Election Day service, program testing and the County shall provide assistance to the City's Election Commission for canvassing all votes cast on the voting machines used for said election. The County shall further provide the City with the following at no additional cost:

An absentee list

A supplemental absentee list

Voter books for each voting polling location

Provisional vote count

RUNOFF ELECTION ON October 9, 2012. 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.

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 Sylvan Springs, ALABAMA

_____, Mayor

ATTEST:

_____, City Clerk

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and the City of Tarrant, Alabama to provide election services in the amount of \$177.

CONTRACT FOR ELECTION SERVICES

This Agreement is entered into this 1st day of May, 2012, by and between Jefferson County, Alabama, political subdivision of the state of Alabama (hereinafter called "the County"), and the City of Tarrant, Alabama, a municipal corporation, (hereinafter called "the City").

WHEREAS, the City's Municipal Election will occur on August 28, 2012, and, if required, a run off election will occur on October 9, 2012; 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 August 28, 2012. The City shall pay to the County, in advance of the provision of any service or equipment, and before the voting machines are to be delivered, the following unit pricing rates for each service or equipment as follows:

- M100 Voting Machines----\$450.00 each Automark Units---\$450.00 each
- M650 Voting Machines----\$450.00 each
- ePollbook Laptops----\$100.00 each
- Cellular Telephone----\$15.00 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.

Primary Election - Requested Equipment

a.	M100 Voting Machines (\$450.00 each)	
	Machines @ \$450.00 each =	\$ 0.00
b.	Automark Machines (\$450.00 each)	
	Machines @ \$450.00 each =	\$ 0.00
c.	M650 Voting Machines (450.00 each)	
	Machines @ \$450.00 each =	\$ 0.00
d.	ePollbook Laptops (\$100.00 each)	
	1 Laptops @ 100.00 each=	\$ 100.00
e.	Cellular Telephone (\$15.00 each)	
	1 Telephones @\$15.00 each =	\$ 15.00
f.	Voter List for posting/publishing	
	(\$11.00 per thousand names rounded up = \$77 cost per list)	
	Multiplied by 6 quantity of list(s) requested =	\$ 462.00
g.	Voter List on Compact Disc	
	((\$11.00 per thousand names rounded up = \$77 cost per disc)	
	Multiplied by one quantity of disc(s) requested + \$45.00=	\$ 122.00
	Primary Election Equipment or Service Total Cost	\$ 699.00

Following receipt of the City's payment, the County shall deliver the voting machines to each polling location. The County shall provide the lists, electronic data, laptops, and cell phones to the City Clerk who shall provide the County with a receipt therefore. The County shall provide Election Day service, program testing and the County shall provide assistance to the City's Election Commission for canvassing all votes cast on the voting machines used for said election. The County shall further provide the City with the following at no additional cost:

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

RUNOFF ELECTION ON October 9, 2012. 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.

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 Sylvan Springs, ALABAMA

_____, Mayor

ATTEST:

_____, City Clerk

Approved as to form by the Legal Dept.

_____, City Attorney

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

May-22-2012-369

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.

State - Sub-grantee Agreements with the Alabama Emergency Management Agency:

- (A) Hazard Mitigation Grant #1971-179 - \$102,177
Federal reimbursement for the installation of 24 residential safe rooms in Jefferson County
- (B) Hazard Mitigation Grant #1971-192 - \$103,619
Federal reimbursement for the installation of 24 residential safe rooms in Jefferson County
- (C) Hazard Mitigation Grant # 1971-203 - \$101,421
Federal reimbursement for the installation of 24 residential safe rooms in Jefferson County

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

May-22-2012-370

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request for compensation from Sibyl Chappell for serving as Absentee Elections Manger for the Primary Run-Off Election held on April 24, 2012 in the amount of \$8,400 (42 days @ \$200 per day), be and hereby is approved. The Compensation is authorized by Section 17-10-14 (amended) of the Code of Alabama 1975, and Attorney General's opinion dated June 28, 2002 and Act No. 2006-327.

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

May-22-2012-371

WHEREAS, the heating and air-conditioning system in the cat kennel at the BJC Animal Control facilities is broken; and
WHEREAS, the HVAC system has been deemed beyond repair by Hastings Heating & Air Conditioning Company; and
WHEREAS, the Hastings Company has quoted the cost to replacement the system at \$6,575.00; and
WHEREAS, Steve Smith, President of BJC Animal Control and Rescue Services, Inc. has determined that there is sufficient funds in the Animal Escrow Account to cover this cost.

NOW THERE FOR BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION does hereby acknowledge the request from Steve Smith, President of BJC Animal Control & Rescue Services, Inc. to replace the heating and air-conditioning system at the cat kennel at a cost of \$6,575.00 and that said funds will be taken from the Animal Escrow Account.

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

May-22-2012-372

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the appointment of Mr. Ronald Bayles to the Trinity Advisory Committee to the seat the formerly held by Mr. Roger White, be and hereby is approved.

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

May-22-2012-373

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

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Adult ITA agreement with Jefferson State Community College for Program Year 2012. The effective period is July 1, 2012 through June 30, 2013. The amount paid under the agreement depends on the number of students trained.

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

May-22-2012-374

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

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Dislocated Worker ITA agreement with Jefferson State Community College for Program Year 2012. The effective period is July 1, 2012 through June 30, 2013. The amount paid under the agreement depends on the number of students trained.

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

May-22-2012-375

WHEREAS, Nursing Assistant Solutions desires to provide four occupational training programs leading to certification in healthcare fields to Adult participants.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Adult ITA agreement with Nursing Assistant Solutions for Program Year 2012. The effective period is July 1, 2012 through

June 30, 2013. The amount paid under the agreement depends on the number of students trained.

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

May-22-2012-376

WHEREAS, Nursing Assistant Solutions desires to provide four occupational training programs leading to certification in healthcare fields to Dislocated Worker participants.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Dislocated Worker ITA agreement with Nursing Assistant Solutions for Program Year 2012. The effective period is July 1, 2012 through June 30, 2013. The amount paid under the agreement depends on the number of students trained.

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

May-22-2012-377

WHEREAS, Bevill State Community College desires to provide occupational training to Adult participants.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Adult ITA agreement with Bevill State Community College for Program Year 2012. The effective period is July 1, 2012 through June 30, 2013. The amount paid under the agreement depends on the number of students trained.

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

May-22-2012-378

WHEREAS, Bevill State Community College desires to provide occupational training to Dislocated Worker participants.

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Dislocated Worker ITA agreement with Bevill State Community College for Program Year 2012. The effective period is July 1, 2012 through June 30, 2013. The amount paid under the agreement depends on the number of students trained.

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

May-22-2012-379

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

WHEREAS, Jefferson County authorized in its year 2011 Annual Plan as amended the use of a portion of its annual grant for Rental Housing Rehabilitation Activities pursuant to 24 CFR 570 of the CDBG regulations; and

WHEREAS, said Annual Plan as amended authorizes the funding of the Rental Housing Rehabilitation Program for Special Needs Elderly; and

WHEREAS, JCHA Housing and Development Corporation submitted a Proposal for the rehabilitation of elderly rental housing units at Spring Gardens I located at 201 Spring Gardens Road, Birmingham, Alabama 35217 in the Ketona area of Jefferson County; and

WHEREAS, JCHA Housing and Development Corporation was selected through the Request for Proposals (RFP) process to

rehabilitate Special Needs Rental Housing for the Elderly;

NOW, THEREFORE BE IT RESOLVED by the Jefferson County Commission that the Spring Gardens Rehabilitation Agreement (CDBG Special Needs Rental Housing for the Elderly) between Jefferson County and JCHA Housing and Development Corporation in the amount of \$180,000.00, to be paid for with CDBG Funds, is hereby approved and the Commission President is authorized to sign said Agreement and any loan documents required in connection with the Agreement.

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

May-22-2012-380

WHEREAS, Richard Lockhart, Jr. and Jennifer Lockhart at 782 Lannie Bonner Circle, Birmingham, AL 35224 are in default of the first mortgage from Jefferson County under the Home Buyer Assistance Program; and

WHEREAS, Jefferson County desires to take foreclosure action against the above-referenced property; and

NOW, THEREFORE, BE IT RESOLVED by the County Commission of Jefferson County, Alabama that the Homebuyer Assistance Loan made to Richard Lockhart, Jr. and Jennifer Lockhart is in default and that Jefferson County through its Office of Community & Economic Development is authorized to take foreclosure action against Richard Lockhart, Jr. and Jennifer Lockhart at the above referenced property.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the County Commission that the President of the County Commission is authorized to execute foreclosure documents related to this case.

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

May-22-2012-381

WHEREAS, the Bureau of Justice is accepting applications for FY 2012 grants to establish new drug courts or enhance existing drug court services, coordination, and offender management and recovery support services.

WHEREAS, applications are limited to states, state and local courts, counties, units of local government, and Indian tribal governments.

WHEREAS, Jefferson County Office of Community & Economic Development will submit a grant application, on behalf of UAB TASC for \$625,000.00 to enhance drug court operations.

WHEREAS, Jefferson County will receive 2% fee for administrative costs;

WHEREAS, UAB TASC will assume the responsibility for the entire match requirement with existing drug court and administrative staff expense.

NOW, THEREFORE, BE IT RESOLVED, by the Jefferson County Commission that the President is hereby authorized to execute the grant application, certifications, and documents.

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

May-22-2012-382

NOW, THEREFORE, BE IT RESOLVED, by the Jefferson County Commission that the Commission President is authorized to sign an amendment to the agreement between the Jefferson County Commission and Goodwyn, Mills and Cawood, Inc. for architectural services. Goodwyn, Mills and Cawood will provide geotechnical, civil and design support for a grant application for AEMA/FEMA Tornado shelters to be located in unincorporated areas of Jefferson County. The contract is not to exceed \$26,000.00.

AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and Between Jefferson County, Alabama through the Department of Community & Economic Development, hereinafter called "the County", and Goodwyn, Mills and Caewood, Inc., hereinafter called "the Contractor" for the

AEMA/FEMA Shelters Project. The effective date of this agreement shall be May 22, 2012.

WITNESSETH:

WHEREAS, the County desires to amend the award and agreement; and

WHEREAS, the Contractor wishes to amend the award and agreement.

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

The award and agreement between the parties which was approved by the Jefferson County Commission on July 26, 2411 in Minute Book 162, Page 71, is hereby amended as follows:

The purpose of this Modification is to amend the contract between Jefferson County and Goodwyn, Mills, and Caewood, Inc., on the AEMA/FEMA Shelter Project as follows:

Reduce: Geotechnical	(\$2,000.00 per site)	\$-2,000.00
Reduce: Civil	(\$1,250.00 per site)	\$-1,250.00
Add: Building Design (Arch, Str, MPE)	(\$1,625 per prototype)	\$ 3,250.00

The contract amount shall be \$26,000.00 remains unchanged. All other terms and conditions of the original contract shall remain the same.

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

Director of Design

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

May-22-2012-383

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: April 22, 2012
Purpose: Payment to Judge of Probate - Bess. Cost Bill Case No. 44874 - in the Matter of Condemnation Tr. 47
Jefferson County vs. The Heirs at Law of Irene Dodd, et al. Morgan Road Improvements
Project No. STPBH-7002(600) Agent: Alan K. Dodd
Price: \$26,451.82
Pay to the order of: Judge of Probate
Mailing Address: Probate Court
Bessemer, AL 35020

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

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

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: April 26, 2012
Purpose: Pay Alabama Department of Transportation for 80% of Settlement Refund from Circuit Court Condemnation Case No. CV2011-000051.00 Jefferson Co. vs. James A. Cates, et al. - Tr. 11
Morgan Road Project No. STPBH-7002(600) Agent - Alan Dodd
Price: \$19,752.80
Pay to the order of: Alabama Department of Transportation
Mailing Address: 1409 Coliseum Blvd.
Montgomery, AL 36130-2602

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

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Concord Highland Baptist Church for installation of sanitary septic tank facilities on County right-of-way - \$200 per year in revenue.

AGREEMENT FOR INSTALLATION OF SANITARY SEPTIC TANK FACILITIES ON COUNTY HIGHWAY RIGHT-OF-WAY

THIS AGREEMENT is made and entered into by and between Concord Highland Baptist Church, (hereinafter called "Owner") and Jefferson County, Alabama (sometimes hereinafter called the "County")

WITNESSETH

WHEREAS, the County has determined it is in the best interest of the citizens of Jefferson County to allow Concord Highland Baptist Church to connect to a private septic tank system.

WHEREAS, the County Commission has further determined that this institutional development will promote the general economic growth of the County by providing construction jobs and add to the commerce and economic growth and prosperity of the citizens of Jefferson County; and

WHEREAS, the County is willing to issue a permit to Concord Highland Baptist Church, upon the following terms and conditions.

NOW THEREFORE, in consideration of the representations, promises and covenants made herein, Owner and County, agree as follows:

1. The County hereby grants a permit to Owner, its successor and assigns, of a sanitary septic system as described herein (the "System") within certain and hereafter described Jefferson County Right-Of-Way for the purpose of receiving and transmitting sewage collected from the Owner's property located within the area described on Exhibit "1", attached hereto and made a part hereof.
2. The system herein authorized to be installed is the approved submitted site plans provided for the Concord Highland Baptist Church off Warrior River Road. Situated in the Northeast quarter of the Northeast quarter of Section 23, Township 18 South, Range 5 West in Jefferson County, Alabama and being more particularly described as follows:

Begin at the Northeast corner of Section 23, Township 18 South, Range 5 West, thence in a westerly direction along the north boundary of said section 285.0 feet; thence turn an angle of 33 degrees 35 minutes to the left in a southwesterly direction a distance of 40.5 feet; thence turn an angle of 90 degrees and 00 minutes to the left in a southeasterly direction a distance of 40.0 feet; thence turn an angle of 90 degrees

and 00 minutes to the right in a southwesterly direction a distance of 389.1 feet; thence turn an angle of 9 degrees and 39 minutes to the left in a southwesterly direction a distance of 353.5 feet more or less to intersection with the northeast right-of-way boundary of Warrior River Road; thence turn an angle of 85 degrees and 12 minutes to the left in a southeasterly direction along said northeast boundary a distance of 185.2 feet; thence turn an angle of 92 degrees and 53 minutes to the left in a northeasterly direction a distance of 210.0 feet; thence turn an angle of 92 degrees and 53 minutes to the right in a southeasterly direction a distance of 105.0 feet; thence turn an angle of 92 degrees and 53 minutes to the left in a northeasterly direction 718.4 feet to intersection with the east boundary of said section; thence turn an angle of 48 degrees and 24 minutes to the left in a northerly direction along said east boundary a distance of 127.5 feet to the point of beginning.

3. The property shown in Exhibit "1" is within the natural drainage of the Warrior River Basin, however, the Jefferson County Trunk Septic Tank has not yet been extended to a point within a reasonable distance for connection, by Owner.
4. The System herein authorized to be installed shall be installed in County right-of-way at the location as described in Exhibit "1" and the desires and requirements of the County with respect to said location and other information, the County's desire and requirements shall prevail. Provided further, Owner agrees to install, maintain and operate the System in accordance with all Jefferson County rules, regulations, and requirements for utility placement within County's right-of-way including but not limited to the regulations and covenants for excavation within County's right-of-way, including Article 6. Utility Placement Within County Rights-of-Way and Proposed Rights-of-Way, of the Jefferson County Subdivision and Construction Regulations, and all other applicable articles and provisions as normally required by the County, or as otherwise approved by the County.
5. The resolution of the Jefferson County Commission authorizing the execution of this Agreement is hereby incorporated by reference.
6. Relevant to the system, Owner agrees to require its Contractor to make the County an additional insured on its general liability insurance policy protecting the County from any liability in any way resulting from Owner's exercise of the permit granted hereby. Owner shall furnish the County with a certificate of insurance evidencing such coverage, renewals of coverage, etc.
7. Owner recognized and agrees that should relocation, adjustment of repair of the System with the right-of-way of the County become necessary, neither Owner, nor the Owner of the System ("System Owner"), as applicable, shall be entitled to and shall not make, and hereby waives, any claim against the County for cost and expense and damages of any nature incurred in any such relocation, adjustment, or repair. Owner further agrees that should such relocation, adjustment, or repair be required by the County, it will accomplish such within a reasonable time following written notification by the County. Needed repairs to the System shall be performed immediately. All such relocation, adjustment, and repairs shall be at the sole expense of the Owner or System Owner, as applicable, but at no expense to the County. In the event such repairs or relocations are not accomplished within a reasonable time after 30 days' notice to Owner or System Owner, the County may at its option perform such repairs or relocations and the Owner hereby agrees that Owner or System Owner will reimburse the County for said costs within 30 days of delivery to Owner or System Owner of an itemized invoice therefore.
8. During construction of the facility, traffic control devices shall be used by the Owner in accordance with the ALABAMA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES-SECTION G, and in accordance with all laws and local ordinances.
9. The County shall at any time during the progress of work have the right to inspect the System to insure compliance with the plans and this Agreement and may require the correction of any work not so installed.
10. During the terms of this Agreement Owner agrees that it, or System Owner, as applicable, will retain a firm acceptable to the County to maintain the System described herein.
11. Owner recognizes and agrees that the permit herein granted does not in any way grant any right, title, or interest in the County right-of-way and is for the limited purpose of installing, maintaining and operating for a limited term the System as shown on the exhibits hereto.
12. The County shall not be responsible for and Owner or System Owner, if applicable, will hold harmless and defend the County, its elected officials and employees from all claims for injury or damage done to private property, public utilities, to the traveling public or to any other damaged or injured in any way whatsoever arising out of the exercise of the permit granted by the Agreement and/or in any way arising out of the installation or existence of the System which is the subject of the agreement. The term of this Agreement shall be for ninety-nine (99) years from the date of execution of the Agreement only to the extent that the sewer line does not become available. However, if in the future, the sewer is extended and available to the Owner, Owner agrees to connect to the sewer, and the term of this agreement will expire there (3) months from the date the sewer is made available to Owner.
13. The County, in executing this Agreement, does not in any way assume responsibility for the maintenance of or responsibility for any damage done to the System, regardless of cause and the Owner and its Contractor further agree that they are responsible for maintaining all required federal, state and local regulatory permits applicable to their private wastewater treatment system and complying with all such environment rules and regulations applicable to the operation of a wastewater treatment system.
14. Owner agrees to have a copy of the approved Agreement and plans on the job site at all times while work is being performed.
15. Owner shall pay to the County \$200.00 per year in advance, for the first three year period, as compensation for the permitted use of County right-of-way authorized herein. Payment shall be due and payable on each anniversary date of this Agreement and payment shall be

made in person or by mail to the Jefferson County Highway Utilities Engineer, A200 Courthouse, Roads and Transportation Department, 716 Richard Arrington, Jr. Boulevard North, Birmingham, Alabama 35203. The term of this Agreement shall be for ninety-nine (99) years from the date of execution of the Agreement. Provided, however, in the event that the use permitted herein earlier is terminated by Owner or System Owner, a proportionate refund of the current yearly compensation shall be made by the County to Owner.

16. Intentionally deleted.

17. Intentionally deleted.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, with execution by the Owner on the day of 2012, and by the Jefferson County Commission on the day of , 2012.

Jefferson County, Alabama
W. D. Carrington, President
Jefferson County Commission

Concord Highland Baptist Church, (Owner)
David A. Anderson, Trustee Chairman

ATTEST
Minute Clerk

Concord Highland Baptist Church Contractor)
_____, Chairman of Building Committee

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

May-22-2012-386

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and City of Midfield for the County to provide grinding and paving of Midfield Street in the estimated amount of \$78,050.50.

CONTRACT FOR ROADWAY SERVICES

This Agreement is entered into this day of , 20 , by and between Jefferson County, Alabama, a political subdivision of the State of Alabama, (hereinafter called "the County"), and the City of Midfield, Alabama, a municipal corporation, (hereinafter called "the City").

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

WHEREAS, the City desires to contract with the County to purchase certain roadway maintenance services from the County; and

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

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

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

Section 2. Cost. The County will provide roadway maintenance service in accordance with the labor, material and equipment price terms which are attached hereto as Exhibit B. The estimated cost for the proposed Scope of Work is \$78,050.50.

Each party shall maintain true and accurate books of account and records relating to the cost of the Schedule of Work supported by cancelled checks, vouchers, receipts, certificates, invoices, warrants, purchase orders and similar documentation, all which shall be open to inspection and copying by the parties and their duly authorized representatives upon reasonable notice, and at reasonable hours during normal business days.

Section 3. Payment. At least five (5) days prior to the commencement of any services by the County, the City shall pay to the County \$44,040.50, the estimated cost for materials outlined in the Scope of Work. The City will reimburse the County for equipment and labor costs within thirty (30) days of invoicing of the same.

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

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

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

This contract may be terminated by the County with a five (5) day written notice to the other party regardless of reason. In the event the County terminates the contract for convenience, the County shall reimburse the City the difference between advance payments received by the County for materials not used prior to the effective date of the termination. Additionally, the City agrees to reimburse the County: (1) for completed and accepted work executed in accordance with the Agreement prior to the effective date of termination; and (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.

Anything in this Agreement to the contrary notwithstanding, either party may immediately suspend any and all work to be performed hereunder in the event that such party is not paid or reimbursed by the other party for the cost of the work within thirty (30) days of invoicing of the same.

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

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

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

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

If to the City: City of Midfield, Alabama
 Attention: Mayor Gary Richardson
 725 Bessemer Super Highway
 Midfield, AL 35228
 midfield mayor@bellsouth.net (Electronic Mail)

If to the County: Jefferson County, Alabama
 Attention: E. Wayne Sullivan, Director
 716 Richard Arrington Jr., Blvd. N.
 Room A-200 / Courthouse
 Birmingham, AL 35203
 sullivanw@jccal.org (Electronic Mail)

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

Section 10. Governing Law. The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services; materials and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by the laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County, Alabama, Birmingham Division.

Section 11. Force Maieure. Neither party is responsible for delays due to causes or occurrences beyond its control including, but not limited to, civil disobedience, acts of God, casualty or accident, war, labor disputes, or the like.

Section 12. Successors and Assigns. This Agreement will apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the parties.

Section 13. No Third Parties Benefitted. This Agreement is made and entered into solely for the benefit of the City and the County, their

successors and permitted assigns, and no other person or entity shall have any rights hereunder.

Section 14. Further Assurances. Each party hereto shall take any and all reasonable actions as may be necessary or appropriate from time to time to effectuate the provisions of this Agreement.

Section 15. Miscellaneous. This Agreement supersedes all prior agreements between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. This Agreement may not be amended except by a written agreement executed by the party to be charged with the amendment. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. Words used in the singular number shall include the plural, and vice-versa, and any gender shall be deemed to include each other gender. The captions used herein are for convenience and shall not control interpretation of the text.

Section 16. Authority. Each individual signing on behalf of a party hereto represents and warrants that he or she is authorized by such party to execute this Agreement on behalf of such party.

Section 17. Counterparts. This Agreement may be executed in any number of counterparts, by original or facsimile signature, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

Jefferson County Commission

CITY OF MIDFIELD, ALABAMA

Gary Richardson Its: Mayor

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

May-22-2012-387

BE IT RESOLVED, by the County Commission of Jefferson County, Alabama, that the County enters into an agreement with the State of Alabama; acting by and through the Alabama Department of Transportation for:

The resurfacing on various eligible county roads in Jefferson County. Proj #STPBH-PE12 (). CPMS Ref #100056324; which agreement is before this Commission, and that the agreement be executed in the name of the County, by the Chairman of the Commission for and on its behalf and that it be attested by the County Clerk and the seal of the County affixed thereto.

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

Passed, adopted, and approved this 22nd day of May, 2012

ATTESTED:
County Clerk

W. D. Carrington
Chairman, County Commission

AGREEMENT FOR PRELIMINARY ENGINEERING ON A FEDERAL AID PROJECT
BETWEEN THE STATE OF ALABAMA
AND
JEFFERSON COUNTY, ALABAMA

This agreement is made and entered into by and between the State of Alabama, (acting by and through the Alabama Department of Transportation), hereinafter referred to as the STATE; and JEFFERSON COUNTY; FEIN 63-6001579, hereinafter referred to as the COUNTY; in cooperation with the United States Department of Transportation, Federal Highway Administration, hereinafter referred to as the FHWA:

WITNESSETH

WHEREAS, the STATE and the COUNTY desire to cooperate in the preliminary engineering on the resurfacing various eligible county roads in Jefferson County. Proj #STPBH-PE12 (). CPMS Ref #100056324.

NOW THEREFORE, the parties hereto, for, and in consideration of the premises stated herein do hereby mutually promise, stipulate, and agree as follows:

- (1) This agreement will cover only the preliminary design engineering aspect for the proposed improvements in accordance with plans

approved by the STATE.

(2) The preliminary design engineering phase is hereby defined as that work necessary to advance the development of the project through construction authorization by the FHWA. This phase will include all environmental studies and documentation required by the FHWA. The COUNTY will perform all preliminary design engineering with COUNTY forces, or with a consultant selected and approved by the STATE, as part of the project cost. Plans will be prepared by the COUNTY and approved by the STATE.

(3) The COUNTY will acquire any additional right-of-way, if needed, for the project at no cost to the STATE or this project.

(4) The COUNTY agrees that in the event the FHWA determines, due to rules and/or regulations of FHWA (including but not limited to delay of the projects, or delay of projects contemplated to be developed and accomplished in sequence to the current projects) that Federal funds expended on this project must be refunded to the FHWA, the COUNTY will reimburse and pay to the STATE a sum of money equal to the amount of Federal funds expended under this Agreement.

(5) Funding for this agreement is subject to the availability of Federal Aid funds at the time of authorization. The project will be limited to \$100,000.00 Federal MPO Funds unless the Birmingham Area Metropolitan Planning Organization agrees, subject to the approval of the STATE, to reprogram the allocated Federal MPO Funds for the Birmingham Area sufficient to pay 80% of the project cost. In the event of an overrun in construction costs, the amount of Federal Aid funds will be the amount stated below, or 80 percent of eligible costs, whichever is less. The estimated cost and participation by the various parties are as follows:

Federal Funds (Birmingham MPO)	\$ 100,000.00
County Funds	\$ 25,000.00
Total (Including E & I)	\$ 125,000.00

It is understood that the above is an estimate only, and in the event the final cost exceeds the estimate, 80% will be financed with Federal funds, if available; and the COUNTY will be billed for 20% of the overrun and the COUNTY agrees to pay same to the STATE, or in the event the cost is less than the estimate, the COUNTY will receive a refund accordingly from the STATE for its proportional share as above noted.

(6) Any cost for work not eligible for Federal participation will be financed 100 percent by the COUNTY, which payment will be reflected in the final audit.

(7) It is clearly understood by both parties that the STATE does not commit any STATE or Federal funds beyond those mentioned herein and that a separate Agreement will be required for the construction and construction engineering and inspection of the proposed improvement.

(8) The performance of the work covered by this Agreement will be in accordance with the current regulations and requirements of the STATE and FHWA.

(9) The COUNTY, upon notification by the STATE, will provide its share of the estimated matching funds before the STATE will authorize the expenditure of Federal Aid funds.

(10) This agreement is made and expressly executed in the names of the parties hereto by their respective officers, officials or other persons who are authorized to execute it, and it is deemed by the parties to be an agreement or contract under seal.

(11) A final audit will be made of all project records after completion of the project and a copy will be furnished to the Alabama Department of Examiners of Public Accounts, in accordance with Act. 1994, No. 94-414. A final financial settlement will be made between the parties as reflected by the final audit and this agreement.

(12) Each party will provide without cost to the other, information available from its records that will facilitate the performance of the work.

(13) Nothing will be construed under the terms of this agreement by the STATE or the COUNTY that will cause any conflict with Section 23-1-63, Code of Alabama (7/24th law).

(14) To the fullest extent permitted by law, the COUNTY shall defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, and its agents, servants, employees and/or facilities from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by alleged or proven negligent acts or omissions of the COUNTY, anyone directly or indirectly employed by the COUNTY or anyone for whose acts the COUNTY may be liable, regardless of whether such claim, damage, loss or expense is caused in part, or alleged but not legally established to have been caused in whole by a party indemnified hereunder.

The term "hold harmless" includes the obligation of the COUNTY to pay damages on behalf of the State of Alabama, the Alabama Department of Transportation, and its agents, servants, and/or employees.

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

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

(17) Exhibits M and N are attached and hereby made a part of this agreement.

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

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

ATTEST:

JEFFERSON COUNTY, ALABAMA

Clerk

W. D. Carrington, Chairman

Jefferson County Commission

RECOMMENDED:

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

State County Transportation Engineer

Chief Engineer/Deputy Director

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

D.W. Vaughn, P.E.

APPROVED AS TO FORM:

Jim R. Ippolito, Jr., Chief Counsel

Transportation Director

Alabama Department of Transportation

John R. Cooper

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY APPROVED ON THE DAY OF , 2012

GOVERNOR OF ALABAMA

ROBERT BENTLEY

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

May-22-2012-388

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Attorney is hereby authorized to settle the workers' compensation claim of Zannella Robinson in the amount of Four Thousand Three Hundred Ninety-Five and 60/100 (\$4,395.60) Dollars.

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

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

May-22-2012-389

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the temporary closing of County Line Road between Trammel Road and Bankston Road to remove and replace a metal storm drain pipe that has collapsed and has been undercut by storm water runoff beginning May 29, 2012 and expected to be reopened June 15, 2012, be and hereby is approved.

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

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, June 8, 2012.

President

ATTEST
