

STATE OF ALABAMA)

JEFFERSON COUNTY) March 14, 2013

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

District 1 - George F. Bowman

District 2 - Sandra Little Brown

District 3 - James A. (Jimmie) Stephens

District 4 - Joe Knight

District 5 - David Carrington

Motion was made by Commissioner Stephens seconded by Commissioner Knight that the Minutes of February 28, 2013, be approved. Voting "Aye" Stephens, Knight, Bowman, Brown and Carrington.

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The Commission met in Work Session on March 11, 2013, and approved the following items to be placed on the March 14, 2013, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Items 1 and 2 (new item).
- Commissioner Brown, Community Service and Roads and Transportation Committee Items 1 through 4.
- Commissioner Carrington, Administrative Services Committee - Items 1 through 13.
- Commissioner Knight, Land Planning and Development Services, Emergency Management Agency, Board of Registrars and Courts, Inspection Services Committee Items 1 through 4 (new item).
- Commissioner Stephens, Finance & Information Technology Committee Items 1 through 20 (new item), excluding Items 2 - 5.

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Mar-14-2013-172

"Nothing ever comes to one that is worth having, except as a result of hard work"

Booker T. Washington

WHEREAS, it is the policy of the Jefferson County Commission to recognize achievements of those individuals who have impacted our community for the better; and

WHEREAS, it is our sincere pleasure to honor the achievements of the 5A boys Wenonah Dragons 2012-2013 State Champions, as well as the outstanding athletic program at Wenonah High; and

WHEREAS, this 75-60 win over Center Point for the Dragons produced a historic 5A three-peat, and their national ranking to 23rd in the nation and 1st in Alabama; and

WHEREAS, this accomplishment represents the championship of the Wenonah team, it also recognizes the individual performances of three Division I signees this year and as well several All-State, All-Regional, All-Metro, and All-City players; and

WHEREAS, Birmingham and Alabama are rich in their talent on the hardwood, according to al.com high school reporters Jeff Sentell and Ben Thomas, "No team of boys in either of the two largest classes in AHSAA had ever won three consecutive state titles" ; and

WHEREAS, to that end it took the corroboration between the Head Coach (Mr. Cedric Lane), the assistant head coach (Reneika Brown), the Principal (Mrs. Regina Carr Hope) and School Administration, the student body and fans, and the Wenonah Dragons to accomplish such a feat; and

WHEREAS, those Wenonah Dragons were none other than #0 Laterrius Powell, Jr., #1 Isaiah Maston, Sr., #2 Cedric McGinnis, Sr., #3 Tyqwan Bonner, Sr., #4 Derunnya Wilson, Sr., #5 Justin Coleman, Jr., #12 David Anderson, Jr., #15 Kameron Hardwick, Soph., #22 Jaquan Nelson, Soph., #23 Marcus William, Jr., #30 Artis Cleveland, Sr., #32 Raymond Richardson, Jr., #42 Michael Simmons, Jr., #44 Quinton Gates, Fresh., and #55 Alex Burch, Sr.

NOW THEREFORE UPON THE RECOMMENDATION OF COMMISSIONER SANDRA LITTLE BROWN, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION OF THE STATE OF ALABAMA that a copy of this resolution be presented to The Wenonah High School Dragons and Coach on March 14, 2013 as our recognition of their role in bringing the 2013 5A boys State Basketball

Championship home to Jefferson County Alabama.

Signed by the Jefferson County Commission on the 11th day of March 2013.

W. D. Carrington, President  
Sandra Little Brown, President Pro Tempore  
George Bowman, Commissioner  
T. Joe Knight, Commissioner  
James A. Stephens, Commissioner

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

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Mar-14-2013-173

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the General Retirement System take the following action:  
Malinda Stubbs Parker, Tax Collector's Office was granted a military leave of absence from June 18, 2012 to October 1, 2012 and from October 1, 2012 to January 14, 2013 and the amount of pension contributions due Malinda Stubbs Parker is \$1,593.41 plus the County matching contributions of \$1,593.41 for a total of \$3,186.82.

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

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Mar-14-2013-174

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Teklinks, Inc. to provide software and hardware supports for the VNX 5300 data storage system for the period February 14, 2013 - February 13, 2016 in the amount of \$19,798.87.

CONTRACT NO.CON00004775

VNX 5300 Data Storage Professional Services, Maintenance and Support

THIS AGREEMENT entered into this 31st day of January, 2013, by and between Jefferson County Alabama hereinafter called "the County", and Teklinks, Inc., called "the Contractor", located at 201 Summit Parkway, Homewood, AL 35222. The effective date of this agreement shall be February 14, 2013.

WHEREAS, the County desires to contract for VNX5300 Data Storage Professional Services, Maintenance and Support for the Jefferson County Commission, hereinafter called "the Commission"; and

WHEREAS, the Contractor desires to furnish said VNX5300 Data Storage Professional Services, Maintenance and Support to the County.

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

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

SCOPE OF SERVICES: This contract results from Jefferson County's ITB 43-13. The ITB describes the scope of services called for and the Response contains the statements and representations of the Contractor, thereto. The response from Teklinks, Inc. constitutes essential components of this Contract and is adopted herein by reference. Those two components and this CONTRACT document constitute the entire agreement between the parties.

2. Maintenance and support will be provided Monday through Friday 8:00 A.M. to 5:00 P.M. local time.

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render services at any time after the effective date of this Contract. The Contract term expires February 13, 2016.

4. COMPENSATION: The Contractor shall be compensated a sum in the amount of \$19,798.87, (See Appendix A - on file in the Minute Clerk's office).

5. PAYMENT TERMS: NET 30

6. GOVERNING LAW/DISPUTE RESOLUTION: The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, material and equipment to be rendered pursuant to said Agreement is to be delivered in Jefferson County,

Alabama. The interpretation and enforcement of this Agreement will be governed by laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County Alabama, Birmingham Division.

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

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 disclosure is required by law or mandated by a court of law.

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

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

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

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

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

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

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

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

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

or employee or official as inducement or consideration for this Agreement.

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

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

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

Jefferson County Commission  
W. D. Carrington, President

Teklinks, Inc.

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

Mar-14-2013-175

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the reappointment of Delores Brooks to serve on the McCalla Area Fire District Board of Trustees for a five-year term ending November, 2017, be and hereby is approved.

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

JEFFERSON COUNTY COMMISSION  
Finance Department  
Unusual Demands  
3/14/2013

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	Doc No
DISTRICT 1	1000193	JEFFERSON CO TREASURER	FLOOR MOLD FOR PETELOS' OFC & SUPPLY LINE FOR BCH	GEN SVCS: ADMIN	49.46	1900069101
DISTRICT 1	1000193	JEFFERSON CO TREASURER	STAMPS FOR SEWER BLG AND GEN. SVC OFFICE SUPPLIES	GEN SVCS: ADMIN	42.75	1900068973
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCHASE OF RIBBONS TO BE USED IN GENERAL SERVICES	GEN SVCS: ADMIN	104.00	1900068851
DISTRICT 1	1000193	JEFFERSON CO TREASURER	MORGUY SUPPLY / BUTCHER PAPER	CORONER/MEDICAL EXAM	124.57	1900068975
DISTRICT 1	1000193	JEFFERSON CO TREASURER	CORONER POOL CAR GAS	CORONER/MEDICAL EXAM	40.00	1900068878
DISTRICT 1	1000193	JEFFERSON CO TREASURER	DOOR GASKET AND BLOWER MOTOR FOR JAIL	GEN SVCS: ADMIN	233.33	1900069103
DISTRICT 1	1000240	GIATTINA FISHER AYCOCK	REIMBURSABLES FOR 2121 ELEVATOR PROJECT	GEN SVCS: ADMIN	504.93	1900068961
*DISTRICT 1					1,099.04	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CDL LICENSE HAZMANT TEST FEES, PROPANE TORCH	R&T: HIWAY MAINT-KETONA	79.99	1900068946
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH:COM DEV - BATTERIES (DRI - PROJECTS)	COMMUNITY DEV	6.37	1900068966
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH:COM DEV - EXTERNAL FLASH DRIVE (ADMIN)	COMMUNITY DEV	79.99	1900068967
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CDL RENEWAL FOR G. OGDEN & R. GOSSETT - BESSEMER	R&T: HIWAY MAINT-BESS	60.00	1900068956
DISTRICT 2	1000193	JEFFERSON CO TREASURER	TABLE CLOTHS WIA MEETINGS	ECON DEV WKFORCE INVEST	29.90	1900068981
DISTRICT 2	1000193	JEFFERSON CO TREASURER	BLASTING LIC RENEWAL FEE, VINYL NUMBERS, TOOLS	R&T: HIWAY MAINT-BESS	158.41	1900069110
DISTRICT 2	1003767	FREDERICK HAMILTON	UD: MILEAGE REIMBURSEMENT (FREDERICK HAMILTON)	COMMUNITY DEV	180.63	1900068515
*DISTRICT 2					595.29	
DISTRICT 3	1000032	ALABAMA MESSENGER	AL MESS. 2013 SUB RENEWAL JEFF CTY DEPUTY TREA BES	TREASURER	15.00	1900069135
DISTRICT 3	1000358	MARSHALL & SWIFT	RES COST HANDBOOK & VALUATION SERVICE	BD OF EQUAL- BHAM STATE	2,228.20	1900068877
*DISTRICT 3					2,243.20	
DISTRICT 4	1000193	JEFFERSON CO TREASURER	REIMBURSE JEFF GUNTER FOR REPLACEMENT PHONE CASE	LAND DEVELOPMENT	16.99	1900068974
DISTRICT 4	1000193	JEFFERSON CO TREASURER	EQUIPMENT/MEDICINE FOR RESIDENTS	YOUTH DETEN: CUSTODY	55.88	1900069094
DISTRICT 4	1000193	JEFFERSON CO TREASURER	EMA - CAD FIELD TRIP LUNCH, POSTAGE, VEHICLE TITLE	EMA	482.06	1900069129
DISTRICT 4	1000193	JEFFERSON CO TREASURER	FOOD FOR RESIDENTS/EQUIPMENT	YOUTH DETEN: CUSTODY	148.17	1900068903
DISTRICT 4	1030488	DERL B NELSON	SR GRANT REIMBURSEMENT - DERL NELSON	EMA	4,000.00	1900069126
DISTRICT 4	1030662	MARK & KAREN WILLIAMSON	SR GRANT REIMBURSEMENT - MARK & KAREN WILLIAMSON	EMA	4,000.00	1900069127
DISTRICT 4	1030687	JOE C COUNTS JR	SR GRANT REIMBURSEMENT - JOE COUNTS	EMA	4,000.00	1900069128
*DISTRICT 4					12,703.10	
DISTRICT 5	1000193	JEFFERSON CO TREASURER	LOCK TIGHT FOR BOLTS	ES: LEEDS WWTP	12.49	1900068414
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PVC FITTINGS FOR SUMP PUMP	ES: LEEDS WWTP	6.04	1900068415
DISTRICT 5	1000193	JEFFERSON CO TREASURER	USED PERSONAL VEHICLE TO ANSWER ALARM AT LEEDS	ES: LEEDS WWTP	20.66	1900068968
DISTRICT 5	1000193	JEFFERSON CO TREASURER	USED PERSONAL VEHICLE TO ANSWER ALARM AT LEEDS	ES: LEEDS WWTP	24.30	1900068969
DISTRICT 5	1000193	JEFFERSON CO TREASURER	REPLACEMENT CABLE FOR DRAIN AUGER	ES: LEEDS WWTP	74.00	1900068894
DISTRICT 5	1000193	JEFFERSON CO TREASURER	O-RINGS AND FILTERS	ES: TRUSSVILLE WWTP	38.66	1900068953
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BEARING, FLUID	ES: VILLAGE MAINT SHOP	357.96	1900068980
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BATTERY, BOOTS, BULBS, OIL	ES: TRUSSVILLE WWTP	113.75	1900069134
DISTRICT 5	1000193	JEFFERSON CO TREASURER	TRASH BAGS, NOZZLES, DUCT TAPE, SQUEEGIE, GLOVES	ES: SURVEY ENG & CONSTR	95.02	1900068979
DISTRICT 5	1005112	KEITH WORSHAM	ASSESSORS-WORSHAMKEITH-2013POLICE/SHERIFLIEUTDE	PER BD: TESTING	222.20	1900068955
DISTRICT 5	1019876	ROBERT MCCULLAGH	ASSESSORS-MCCULLAGHROBERL-2013POLICE/SHERIFLIEUTDE	PER BD: TESTING	125.00	1900068952
DISTRICT 5	1024345	ANDREW LULL	ASSESSORS-ANDREW LULL-2013POLICE/SHERIFLIEUTDE	PER BD: TESTING	175.00	1900068951
DISTRICT 5	1024706	VERONICA FERGUSON	ASSESSORS-VERONICAFERGUSO-2013POLICE/SHERIFLIEUTDE	PER BD: TESTING	218.96	1900068950
DISTRICT 5	1029262	JOSEPH SAMPSON	ASSESSORS-SAMPSONJOSEPHL-2013POLICE/SHERIFLIEUTDE	PER BD: TESTING	253.25	1900068954
DISTRICT 5	1030901	RODERIC CUNNINGHAM	ASSESSORS-CUNNINGHAMRODER-2013POLICE/SHERIFLIEUTDE	PER BD: TESTING	321.02	1900068944
DISTRICT 5	1030902	RONDA GROSHONG	ASSESSORS-GROSHONGRONDA-2013POLICE/SHERIFLIEUTDE	PER BD: TESTING	175.00	1900068945
DISTRICT 5	1030903	CHARLES HUGGINS	ASSESSORS-HUGGINSCHARLES-2013POLICE/SHERIFLIEUTDE	PER BD: TESTING	347.75	1900068947
DISTRICT 5	1030904	TAMMIE REEDER	ASSESSORS-TAMMIEREEDER-2013POLICE/SHERIFLIEUTDE	PER BD: TESTING	175.00	1900068948

DISTRICT 5	1030905	SHANNON SLADE	ASSESSORS-SHANNONSLADE-2013POLICE/SHERIFLIEUTDE	PER BD: TESTING	272.02	1900068949
DISTRICT 5	1030909	JOSEPHINE OR MARK FERLISI	REFUND FOR LEAK ADJ ACCT# N 2190-1440 (L2)	FINANCE SEWER SERV	949.45	1900068746
*DISTRICT 5					3,977.53	
**					<b>20,618.16</b>	

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

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Mar-14-2013-176

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Manager shall be authorized to review and approve for payment the County credit card monthly statement. The County credit card statement shall be subsequently included on the agenda monthly, for information and ratification by the full Commission. This resolution shall supersede the resolution dated May 15, 2012 at Minute Book 163, Page 164.

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

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Mar-14-2013-177

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 02/19/13 - 02/25/13

1. ENVIRONMENTAL SERVICES - SHADES LINE MAINTENANCE FROM MCCAIN UNIFORMS, BIRMINGHAM, AL, TO PURCHASE EMPLOYEE UNIFORMS FOR DEPARTMENT 7253. SAP PURCHASE ORDER # 2000070932  
\$9,949.50 TOTAL REFERENCE BID # 146-11
2. ENVIRONMENTAL SERVICES - VILLAGE LINE MAINTENANCE FROM MCCAIN UNIFORMS, BIRMINGHAM, AL, TO PURCHASE EMPLOYEE UNIFORMS FOR DEPARTMENT 7252. SAP PURCHASE ORDER # 2000071322  
\$7,115.95 TOTAL
3. ENVIRONMENTAL SERVICES - VILLAGE ELECTRICAL SHOP FROM AMSCO, JASPER, AL, TO PAY FOR WEMCO PUMP REPAIRS. SAP PURCHASE ORDER # 2000071391 \$15,728.40 TOTAL REFERENCE BID # 52-12
4. INFORMATION SERVICES ADMINISTRATION FROM SPRINT, CAROL STREAM, IL, FOR REPLACEMENT PHONES. SAP PURCHASE ORDER # 2000071403 \$7,800.00 TOTAL REFERENCE BID # 128-12  
CLARITY CONTRACT # CON-00004440
5. ENVIRONMENTAL SERVICES - ADMINISTRATION FROM SERVPRO OF BIRMINGHAM, PELHAM, AL, TO PAY INVOICES (# 3551580, #3364151, #3551581, #3543841, #3551579, #3599235, #3599259 AND #3551583 FOR UNFORSEEN EMERGENCY SEWAGE CLEANUP. SAP PURCHASE ORDER # 2000071420 \$39,398.25 TOTAL  
RFP 154-12 (EVALUATION IN PROCESS)
6. ACKNOWLEDGMENT FOR EMERGENCY MANAGEMENT AGENCY (EMA) FROM F4W, LAKE MARY, FL, TO PAY INVOICE # 1109 DATED 3/30/12 FOR SOFTWARE MAINTENANCE. SAP PURCHASE ORDER # 2000071464  
\$48,347.22 TOTAL
7. ENVIRONMENTAL SERVICES - VILLAGE ELECTRICAL SHOP FROM THOMPSON TRACTOR, BIRMINGHAM, AL, TO REPAIR MAINTENANCE EQUIPMENT. SAP PURCHASE ORDER # 2000071496 \$33,126.13 TOTAL  
NATIONAL IPA CONTRACT # 120377
8. COOPER GREEN MERCY FROM GLOBAL PHARMACEUTICAL, EFFINGHAM, IL, TO PAY INVOICE # 25174 FOR SOFTWARE MAINTENANCE FROM 1/16/13 - 1/31/13. SAP PURCHASE ORDER # 2000071541 \$3,139.04 TOTAL  
REFERENCE BID # 328-07
9. JEFFERSON COUNTY YOUTH DETENTION, JEFFERSON REHABILITATION AND HEALTH CENTER AND PACA MEMBERS FROM CHARM-TEX, BROOKLYN, NY, CONTRACT RENEWAL FOR LADIES UNDER GARMENTS FOR THE PERIOD OF 5/11/13 - 5/10/14. TO REBID IN FY14. REFERENCE BID # 115-11

10. GENERAL SERVICES FROM TAYLOR POWER SYSTEMS, BESSEMER, AL, TO AWARD BID FOR GENERATOR MAINTENANCE AND REPAIR FOR THE PERIOD OF 10/1/2013-9/30/2016. REFERENCE BID # 62-13

For Week of 02/26/13 - 03/04/13

1. JEFFERSON COUNTY COMMISSION AND PACA MEMBERS FROM WOOD FRUITTICHER GROCERY COMPANY INCORPORATED, BIRMINGHAM, AL, TO EXTEND CONTRACT ON A MONTH TO MONTH BASIS TO THE PERIOD OF MAY 31, DUE TO THE BIDDING PROCESS\*\* \*RENEWAL APPROVED BY COMMISSION ON 1/24/2012.  
REFERENCE BID # 206-09
2. JEFFERSON BULK STORES AND PACA MEMBERS FROM JANPAK SUPPLY, MOODY, AL, CONTRACT RENEWAL FOR PAPER TOWELS, SHOP TOWELS AND TOILET PAPER. CONTRACT PERIOD: 4/1/13 - 3/30/2014. REBID IN FY14.  
REFERENCE BID # 74-11
3. ROADS AND TRANSPORTATION (FLEET) FROM EXPRESS OIL CHANGE, HOOVER, AL, CONTRACT RENEWAL FOR OIL CHANGE & MISCELLANEOUS VEHICLE REPAIR FOR THE PERIOD OF 2/15/13 - 2/14/14. TO BE ORDERED AS NEEDED BY FLEET MANAGEMENT. REBID IN FY14. REFERENCE BID # 71-12
4. VARIOUS JEFFERSON COUNTY LOCATIONS AND PACA MEMBERS FROM PDM, INC. D/B/A START A HEART, CHATTANOOGA, TN, TO AWARD CONTRACT FOR AUTOMATED EXTERNAL DEFIBRILLATOR FOR THE PERIOD OF 3/19/13 - 3/18/14. TO BE ORDERED AS NEEDED BY USER DEPARTMENT(S). REFERENCE BID # 61-13
5. PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM COP FOODS, RICHMOND, VA, RECOMMENDATION TO AWARD BID FOR ALL NATURAL FRUIT JUICE FOR THE PERIOD OF JUNE 1, 2013 - MAY 31, 2014. REFERENCE BID # 64-13
6. ENVIRONMENTAL SERVICES: VILLAGE CREEK WWTP FROM THE ESHELMAN COMPANY, BIRMINGHAM, AL, TO INSPECT TWELVE (12) PATTERSON PUMPS FOR DEFECTS. SAP PURCHASE ORDER # 2000071576  
\$12,600.00 TOTAL
7. ROADS AND TRANSPORTATION: TRAFFIC SIGN SHOP KETONA FROM VULCAN INCORPORATED, FOELY, AL, TO PURCHASE STANDARD DIE CUT FACE SHEETING. SAP PURCHASE ORDER # 2000071579 \$7,189.25 TOTAL  
STATE OF ALABAMA CONTRACT # T114
8. THE JEFFERSON COUNTY SHERIFF'S DEPARTMENT FROM RIMAGE CORPORATION, MINNEAPOLIS, MN, TO AWARD BID FOR EVIDENCE SYSTEM, INSTALLATION AND MAINTENANCE. REFERENCE ITB # 58-13  
SHOPPING CART #'S: 1000191844/ 1, 2 & 3
9. THE JEFFERSON COUNTY SHERIFF'S DEPARTMENT FROM CAPITOL CHEVROLET, MONTGOMERY, AL, TO PURCHASE FORTY (40) EACH CHEVY TAHOES (\$26,163.08 /EACH). SAP PURCHASE ORDER # 2000071643  
\$1,048,185.20 TOTAL STATE OF ALABAMA CONTRACT # 4012396, T191L
10. THE JEFFERSON COUNTY SHERIFF'S DEPARTMENT FROM CAPITOL CHEVROLET, MONTGOMERY, AL, TO PURCHASE SIX (6) EACH CHEVY IMPALAS, 4DR SEDAN, LS FLEET, 2013 (\$17890.60/EACH).  
SAP PURCHASE ORDER # 2000071658 \$107,343.60 TOTAL  
STATE OF ALABAMA CONTRACT #4012426, T191.
11. THE JEFFERSON COUNTY SHERIFF'S DEPARTMENT FROM CAPITOL CHEVROLET, MONTGOMERY, AL, TO PURCHASE FOUR (4) CHEVY EXPRESS VAN, 2013 (\$21,257.40/EAC14). SAP PURCHASE ORDER # 2000071661  
\$85,029.60 TOTAL STATE OF ALABAMA CONTRACT #4012412, T191A

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

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Mar-14-2013-178

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

For Week of 02/26/13 - 03/04/13

1. EXCEPTION FOR COOPER GREEN MERCY HEALTH SERVICES FROM NEW TECH COMPUTER SYSTEMS, SHREVEPORT, LA, TO PAY THE FOLLOWING INVOICES: #318597 - \$494.40, #318596 - \$494.80, #318595 - \$434.00, #318594 - \$434.00, #318593 - \$494.91, #318408 - \$1,162.05 FOR OUT PATIENT PHARMACY PRESCRIPTION MANAGEMENT SYSTEM. CONTRACT APPEARS TO HAVE EXPIRED IN 2012 - SYSTEM IS STILL IN PLACE. CGMHS PHARMACY NOTIFIED

ACCORDINGLY. SAP PURCHASE ORDER # 2000071568      \$3,514.15      TOTAL      REFERENCE BID # 168-08  
CLARITY CONTRACT # CON-00001356

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

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Mar-14-2013-179

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Encumbrance Reports for the week of 2/19/13 - 2/25/13 and 2/26/13 - 3/4/13, excluding Purchase Order No. 2000071566 (E-Ring Inc.) and Purchase Order No. 2000071622 (Ambit Solutions, LLC), be and hereby is approved.

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

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STAFF DEVELOPMENT

Multiple Staff Development

Environmental Services (2 participants)

Brian Champion	\$1,905.00
Don Goodwin	\$1,347.00
Upgrading Your Sanitary Sewer Maintenance Program Madison, WI - March 17-20, 2013	

General Services (2 participants)

Daryl P. Burr	\$380.00
Peter Langston	\$380.00
Backflow Certification Class Leeds, AL - March 14-15 & April, 2013	

Inspection Services (2 participants)

Stanley Smith	\$370.68
David Cowan	\$370.68
50 <sup>th</sup> Annual Education Conference Alabama Assn. of Plumbing, Gas & Mechanical Inspectors Auburn, AL - April 3-5, 2013	

Revenue (2 participants)

Wesley Moore	\$1,071.35
Bruce Thompson	\$1,301.50
Tax Audit Atlanta, GA - April 7-12, 2013	

Roads & Transportation (3 participants)

Phillip Krofchick, Walter Malone & Jerry Hardin	\$1,485.00
TES-250 Detection Workshop Decatur, AL - April 16-18, 2013	

Individual Staff Development

County Attorney

Jeff Sewell	\$497.33
Conference with Bankruptcy Creditors Atlanta, GA - February 19-20, 2013	

Revenue

Bruce Thompson	\$2,250.30
Tax Audit Harrisburg, PA - April 20-28, 2013	

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

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BUDGET TRANSACTIONS

1. Personnel Board \$49,722.20 (For Information Only)

Shift funds and add purchasing memorandum to purchase three (3) replacement servers and a device for storage space.

2. General Services \$2,500,000

Establish appropriations in accordance with legal settlement regarding the Bessemer Justice Center and related obligations.

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

#### REQUEST FOR CERTIFICATIONS

Cooper Green Mercy Health System

Nursing Education/Training Director

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

(Prior to the motion, Commissioner Stephens asked County Manager Petelos to clarify the process for filing this position. County Manager Petelos responded that this report would create the position and then the County Manager would ask the court for permission to fill it.)

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Mar-14-2013-180

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 2 to the agreement between Jefferson County, Alabama and Computer Products & Supplies International to provide maintenance on HP Optical Jukebox for the period January 1, 2013 - June 30, 2013 in the amount of \$10,500.

CONTRACT NO.: 00003354

#### Contract Amendment No. 2

This Amendment to Contract entered into the 21<sup>st</sup> day of December 2012, between Jefferson County, Alabama, hereinafter referred to as "the County, and Computer Products and Supplies International, hereinafter referred to as the "Contractor" to provide annual Maintenance for HP Jukebox C1105.

#### WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

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

The original contract between the parties referenced above was approved by The Commission on December 29, 2010, recorded in MB 161, pages (s) 217-218; Amendment 1 approved by Commission on December 22, 2012, recorded in MB 162, page 493, and is hereby amended as follows:

Item 2. Amend Scope of Services:

Hardware Support to include: HE808AC HP Mature Hardware Onsite Support, Next Cov Day Onsite Response, Mature Materials, Standard Office Hours, Standard Office Days, Mature Onsite Hardware Support, Mature Product Diagnosis and UJ559AC HP Storage Return to Hardware Support

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

January 1, 2013 to June 30, 2013

Item 4. Amend Compensation:

\$10,500

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

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

Jefferson County Commission

COMPUTER PRODUCTS & SUPPLIES INTERNATIONAL

Sandi Falsetti

National Accounts Manager

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



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Mar-14-2013-181

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Dell Marketing, LP to provide Enterprise software support and maintenance for Kace Management System for the period August 25, 2012 - August 24, 2013 in the amount of \$5,680.

CONTRACT NO. 00004634

Enterprise Software Support & Maintenance (Kace Management)

THIS AGREEMENT entered into this 15th day of November, 2012, by and between Jefferson County Alabama hereinafter called "the County" d/b/a Cooper Green Mercy and Dell Marketing LP, called "the Contractor", located at One Dell Way, Road Rock, TX 78682. The effective date of this agreement shall be August 25, 2012.

WHEREAS, the County desires to contract for Enterprise Software Support and Maintenance for the Jefferson County Commission, hereinafter called "the Commission"; and

WHEREAS, the Contractor desires to furnish said maintenance to the County.

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: Contractor to provide Enterprise Software Support and Maintenance for Kace Management System located at Cooper Green Mercy. Dell Marketing quote number 621755121 constitutes essential components of this Contract and is adopted herein by reference. Quote number 621755121, including Dell's Commercial Terms of Sale ("Dell CTS") referenced on the Quote and available for view at [www.dell.com/cts](http://www.dell.com/cts), and this CONTRACT document constitutes the entire agreement between the parties. If there is a conflict between the terms of this CONTRACT document, the Quote and the Dell CTS, the order of precedence shall be (1) this CONTRACT document, (2) the Quote, and (3) the Dell CTS. Enterprise Software Support and Maintenance will be provided 24 x 7 x 4.
3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render software support services at any time after the effective date of this Contract. The Contract term expires on August 24, 2013.
4. COMPENSATION: The Contractor shall be compensated for software support and maintenance in the sum of \$5,680.00.
5. PAYMENT TERMS: NET 30
6. ASSIGNMENT: No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. The Successful Offeror may subcontract any portion of this contract, provided that the Successful Offeror will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Successful Offeror must maintain a continuous effective business relationship with the sub-contractor(s) including, but not limited to, regular payment of all monies owed to any subcontractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.
7. GOVERNING LAW/DISPUTE RESOLUTION: The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, material and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be in state or federal court with jurisdiction in Jefferson County Alabama, Birmingham Division.
8. STATEMENT OF CONFIDENTIALITY: Contractor agrees that any information accessed or gained in performance of those duties will be maintained in absolute confidence and will not be released, discussed, or made known to any party or parties for any reason whatsoever, except as required in the conduct of duties required, or where disclosure is required by law or mandated by a court of law.
9. INDEPENDENT CONTRACTOR: The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for all applicable federal, state and local taxes, etc.
10. NON-DISCRIMINATION POLICY: Both parties agree that all services rendered under this contract will be done so without regard to race, creed, color, sex, national origin, religion or handicap.
11. MISCELLANEOUS REQUIREMENTS: Upon execution of this contract, the Contractor shall furnish the Jefferson County Finance Department with information required for Form 1099 reporting and other pertinent data required by law.
12. LIABILITY: The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so represent or hold themselves out to others as an agent of or act on behalf of the COUNTY.

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

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

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

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

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

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

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

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

Jefferson County Commission

W.D. CARRINGTON, PRESIDENT

Dell Marketing, LP.

Lauren D. Newberry, Contracts Consultant

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

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the liquor application submitted by Clyde Thomas Pitts Post 255 Inc., applicant; Thomas William O'Janovac, Manager; d/b/a American Legion Post 255 located at 3855 Old Black Creek Rd, Fultondale, AL 35068 for an 031- Club Liquor (on premise) License, be and hereby is approved.

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

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Mar-14-2013-183

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

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

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

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

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Mar-14-2013-184

WHEREAS, the City of Clay has requested that Jefferson County perform inspection services for the Winchester Hills Residential Subdivision due to high demands upon the City's Inspection Services Department; and

WHEREAS, Winchester Hills Residential Subdivision is a residential subdivision consisting of approximately fifty homes; and

WHEREAS, the Jefferson County Inspection Services Department has the ability to undertake the additional duty of inspecting all remaining construction in the Winchester Hills Residential Subdivision; and

WHEREAS, Jefferson County has submitted to the City a proposal that the building, plumbing, gas, and electrical inspectors will make all required inspections as if this subdivision were in unincorporated Jefferson County; and

WHEREAS, the City of Clay has expressed its desire that the County issue all required permits and collect fees as if this Winchester Hills Residential Subdivision were in incorporated Jefferson County; and

WHEREAS, the County undertakes no duty to inspect with regard to storm water issues.

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the following Agreement with the City of Clay for inspection and permitting services for building, electrical, gas, and plumbing construction at the Winchester Hills Residential Subdivision site is hereby approved, and the President is authorized to execute such agreement on behalf of the County.

#### AGREEMENT

THIS AGREEMENT made and entered into on this the      day of March, 2013, by and between JEFFERSON COUNTY, ALABAMA, hereinafter referred to as "The County" and the CITY OF CLAY, ALABAMA, an Alabama municipal corporation hereinafter referred to as "the City".

#### RECITALS:

WHEREAS, the City by resolution dated February 19, 2013, has requested and authorized the County to perform Inspection Services for Winchester Hills Residential Subdivision located in the City Limits of Clay, Alabama; and

WHEREAS, the County is willing to provide Inspection Services to the City of Clay for the Winchester Hills Residential Subdivision; and

WHEREAS, the City and the County have determined that it is in their mutual best interests to enter into this Interlocal Governmental Agreement for Inspection Services.

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

1. Jefferson County agrees to perform Inspection Services covering the building, gas, plumbing, and electrical construction work being performed in the City of Clay in the Winchester Hills Residential Subdivision. The Inspection Services will be performed in accordance with the County Inspection Department's Rules and Regulations and using the County's current Standards and Building Codes enforced and employed by that Department. The City agrees that it will not interfere with or impede in any manner the County's performance of the

Inspection Services.

2. The County agrees that the revenue received from contractors for the issuance of the required building, gas, plumbing and electrical construction permits will be wholly theirs, and no monies from or to the City will be paid for this work is understood.

3. Certificates of Occupancy upon completion of the work will be issued by the County to the City and the City in turn will issue their own Certificates of Occupancy to the respective contractor involved.

4. This Agreement may be terminated by either party within thirty (30) days for any reason including, but not limited to, the convenience of one or both parties. In the event that either party elects to terminate this Agreement, written notice shall be provided to the other party within twenty-four (24) hours of the election to terminate. In the event of termination for convenience, the parties agree that any work permitted by Jefferson County and under construction should be completed and from that date no new work should be permitted in the City by the County.

JEFFERSON COUNTY, ALABAMA

David Carrington, President

CITY OF CLAY, ALABAMA

Charles K. Webster, Mayor

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

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Mar-14-2013-185

WHEREAS, the Bureau of Justice is accepting applications for FY 2013 Safe Haven Supervised Visitation grants; and

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

WHEREAS, Jefferson County Office of Community & Economic Development will submit a grant application, on behalf of the YWCA for \$350,000.00 to foster a safe environment for victims of domestic violence.

THEREFORE BE IT RESOLVED, by the Jefferson County Commission that the Department of Community and Economic Development is authorized to submit an application for \$350,000.00.

THEREFORE BE IT FURTHER 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 Stephens seconded by Commissioner Knight that the above resolution be adopted. Voting "Aye" Stephens, Knight, Bowman, Brown and Carrington.

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Mar-14-2013-186

NOW BE IT THEREFORE RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President is authorized to sign the Commitment Letter to Graysville Senior Village, Ltd. This letter conditionally awards HOME Program funds as a construction loan of up-to \$500,000.00 with \$300,000.00 remaining as permanent financing to Graysville Senior Village, Ltd. for the development of forty (40) units of Special Needs Rental Housing for the Elderly (100% Elderly) in the City of Graysville provided the requirements outlined in the letter are met. Only Federal funds are involved.

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

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Communication was read from Roads & Transportation recommended the following;

1. AT&T Corporation to install 400' of buried cable at 3100 Green Valley Road in Cahaba Heights.
2. Alabama Gas Corporation to install 4,4437' of 4" gas main for the Dolly Ridge Road Phase 2 Project.

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

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Mar-14-2013-187

WHEREAS, Jefferson County has received a Notification of Grant Award (NGA) for State funds in the amount of \$7,500 from the Alabama Department of Senior Services; and

WHEREAS, the State funds will be used for the Ms. Senior Alabama Program 2013.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the NGA document awarding \$7,500 in State funds for the Ms. Senior Alabama Program 2013.

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

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Mar-14-2013-188

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

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

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Mar-14-2013-189

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

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

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Mar-14-2013-190

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

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

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Mar-14-2013-191

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of AAA NCNU Insurance is hereby denied.

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

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Mar-14-2013-192

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of Becki Monica Walker is hereby denied.

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

Stephens, Knight, Bowman, Brown and Carrington.

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Mar-14-2013-193

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of State Farm Mutual is hereby denied.

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

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Mar-14-2013-194

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

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

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Mar-14-2013-195

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the negligence claim of Louis Maze, Administrator of the Estate of Christine McQueen, Deceased, is hereby denied.

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

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Mar-14-2013-196

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the claim of Earnestine Suttle in the amount of One Hundred Twenty Five and no/100 (\$125.00) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to Earnestine Suttle in the amount of \$125.00 and forward it to the County Attorney for disbursement.

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

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Mar-14-2013-197

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the vehicle damage claim of ACCC Insurance on behalf of Evelyn Isbell in the amount of One Thousand Two Hundred Thirty One and 48/100 (\$1,231.48) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby authorized and directed to issue a check made payable to ACCC Insurance in the amount of \$1,231.48 and forward it to the County Attorney for disbursement.

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

Stephens, Knight, Bowman, Brown and Carrington.

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Mar-14-2013-198

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer backup claim of Mildred Berryhill in the amount of Nine Thousand Six Hundred Sixty Five and 33/100 (\$9,665.33) Dollars is hereby approved. Be it further resolved by the Jefferson County Commission that the Chief Financial Officer is hereby directed to issue a check made payable to Mildred Berryhill in the amount of \$9,665.33 and forward it to the County Attorney for disbursement.

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

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Thereupon the Commission Meeting was recessed.

The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 9:00 a.m., Thursday, March 28, 2013.

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President

ATTEST

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Minute Clerk