

STATE OF ALABAMA)

JEFFERSON COUNTY)     October 9, 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 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 September 25, 2012, be approved. Voting "Aye" Stephens, Knight, Bowman and Carrington.

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The Commission met in Work Session on October 2, 2012, and approved the following items to be placed on the October 9, 2012, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Items 1 through 4.
- Commissioner Brown, Community Service and Roads and Transportation Committee Items 1 through 55.
- Commissioner Carrington, Administrative Services Committee - Items 1 excluding Request for Certification for an Industrial Organizational Psychologist and through 3.
- Commissioner Knight, Land Planning and Development Services, Emergency Management Agency, Board of Registrars and Courts, Inspection Services Committee Items 1 through 10.
- Commissioner Stephens, Finance & Information Technology Committee Items 1 through 18 and Addendum Items 1, 2 and 3.

Commissioner Carrington announced that Buffalo Rock Company and Dreamcakes Bakery would give a presentation at the Commission Meeting.

Commissioner Bowman stated that he had represented the County at the Environmental Protection Agency meeting regarding testing for contamination of certain areas in District 1.

The Commission met in Work Session on October 4, 2012, and approved the following items to be placed on the October 9, 2012, Regular Commission Meeting Agenda:

Commissioner Carrington, Administrative Services Committee - added a Request for Certification for an Industrial Organizational Psychologist.

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Oct-9-2012-815

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

RESTRICTIVE COVENANTS:1. Any cemetery expansion on this property shall comply with the applicable requirements set forth in the CEM-1 (Cemetery) Zoning District (e.g., the minimum site area requirement excepted); and, 2. construction plans must be submitted for approval by the Department of Roads & Transportation before opening any new direct access to Thermal Road.

Motion was made by Commissioner Knight seconded by Commissioner Stephens that Z-2012-019 be approved subject to filing of covenants. Voting "Aye" Knight, Stephens, Bowman and Knight.

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A Public Hearing was held to receive comments on the request from Village at Lakeshore, LLC for vacation of sanitary sewer easements at the Apartments at Lakeshore Crossing. There are no sewer lines located in the portion of dedicated and deeded sanitary sewer easements to be vacated.

Oct-9-2012-816

WHEREAS, Village at Lakeshore, L.L.C. are/is the owner(s) of the land abutting the following described road right-of-way, situated in Jefferson County, Alabama, to-wit:

DESCRIPTION OF PROPERTY TO BE VACATED:

Part of a sanitary sewer easement lying across Lots 3 and 4 according to the survey of Lakeshore Crossings as recorded in Map Book 196 Page 9 in the Probate Office of Jefferson County, Alabama and being more particularly described as follows:

Commence at the NW corner of Lot 3 according to the survey of Lakeshore Crossings as recorded in Map Book 196 Page 9 in the Probate Office of Jefferson County, Alabama. Said point being the point of beginning of a curve to the right having a radius of 1830 feet, a central angle of 10° 41'41" and a chord bearing of S18° 26'07"W; thence run southwesterly along the arc of said curve a distance of 341.58 feet to the Point of Beginning of a 20 foot wide Sanitary Sewer Easement to be vacated. Said easement lying 10 feet each side of, parallel to and abutting the following describe line; thence run S64° 56'27"E per plat (S65° 41'33"E calculated) a distance of 457.81 feet; thence turn right 11° 10'38" and run southeasterly a distance of 400 feet; thence turn left an angle of 21° 01'49" and run southeasterly a distance of 259.33 feet; thence turn left an angle of 15° 18'49" and run easterly a distance of 420 feet to the end of said sanitary sewer easement.

Less and except any portion lying within those certain sanitary sewer easements conveyed to Jefferson County by Deed Books: LR201213 Pg: 2655, LR201213 Pg: 2657 and LR201213 Pg2659 as recorded in the Probate Office of Jefferson County Alabama.

Also part of that certain sanitary sewer easement conveyed by Deed 9910/8647 as recorded in the Probate Office of Jefferson County, Alabama and being more particularly described as follows:

Commence at the NW corner of the Southwest ¼ of Section 28, Township 18 South, Range 3 West and run southerly along the west line of said Southwest ¼ a distance of 29.26 feet; thence deflect 138° 45'52" left and run northeasterly a distance of 325.35 feet; thence deflect 83° 11'33" right and run southeasterly a distance of 43.16 feet; thence deflect 06° 47'30" right and run southeasterly a distance of 325.11 feet; thence deflect 40° 58'10" right and run southeasterly a distance of 252.66 feet; thence deflect 57° 20'53" right and run southwesterly a distance of 227.12 feet; thence deflect 137° 37'33" left and run easterly a distance of 152.98 feet; thence deflect 11° 49'35" right and run easterly a distance of 347.70 feet; thence deflect 90° right and run southerly a distance of 130.00 feet; thence deflect 07° 02'22" right and run southwesterly for a distance of 183.20 feet; thence deflect 85° 46'09" left and run southeasterly a distance of 30 feet, more or less, to the easterly Right-of-Way of London Parkway and the Point of Beginning of a 20 foot wide Sanitary Sewer Easement to be vacated. Said easement lying 10 feet each side of, parallel to and abutting the following describe line; thence continue southeasterly along the last described course a distance of 335.70 feet; thence deflect 11° 10'39" right and run southeasterly a distance of 400 feet; thence deflect 26° 32'12" left and run southeasterly a distance of 254.28 feet; thence deflect 09° 16'25" left and run easterly a distance of 419.97 feet to the end of said sanitary sewer easement.

Less and except any portion lying within those certain sanitary sewer easements conveyed to Jefferson County by Deed Books: LR201213 Pg: 2655, LR201213 Pg: 2657 and LR201213 Pg2659 as recorded in the Probate Office of Jefferson County Alabama.

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

That after vacation of the above-described tract of land located as above described, and all public rights and easements therein, convenient means of ingress and egress to and from the property will be afforded to all other property owners owning property in or near the

tract of land embraced in said map, plat or survey by the remaining streets, avenues or highways dedicated by said map, plat or survey.

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

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

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Oct-9-2012-817

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute the Amendment 2 to the Agreement for Village WWTP Tornado-Creek Clean-up, DSR #JCC-11-001 in the amount of \$104,034.00 between Jefferson County and United States Department of Agriculture Nature Resources Conservation Service for Village Creek Clean-up and Restoration activities associated with the April 27, 2011 Tornado. This Amendment changes the contract construction completion date to September 28, 2012.

PROJECT AGREEMENT  
between  
JEFFERSON COUNTY COMMISSION  
and the  
UNITED STATES DEPARTMENT OF AGRICULTURE  
NATURAL RESOURCES CONSERVATION SERVICE  
Amendment 2

This amendment is made with reference to the following facts:

The Jefferson County Commission (Sponsor) and the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) previously entered an agreement effective April 26, 2012, for debris removal work under the Emergency Watershed Protection (EWP) Program (the Agreement). The parties now intend to extend the date required for completion of the work. Therefore, the Agreement is hereby amended as set forth below.

I. Section B.1 of the Agreement is amended to read as follows:

"Contract for the works of improvement described in Section A (the Works) and provide for their completion on or before September 28, 2012. The Sponsor shall provide a copy of each solicitation (Invitation for Bids, Request for Quotations or Request for Proposals), bid abstract and the awarded contract to the NRCS District Conservationist (DC) in the county where the work is performed and the NRCS Government Representative (GR) identified in Section C. Any costs incurred prior to full execution of this Agreement will be ineligible for reimbursement.

II. All other terms and conditions remain unchanged.

III. This amendment may be executed by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same amendment.

IV. Approved:

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

UNITED STATES DEPARTMENT OF AGRICULTURE

NATURAL RESOURCES CONSERVATION SERVICE

William Puckett, State Conservationist

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

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Oct-9-2012-818

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission negotiate a Memorandum of Understanding with the City of Irondale to widen Grants Mill road at a cost to the County of no more than \$1 million.

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

JEFFERSON COUNTY COMMISSION

Finance Department

Unusual Demands

10/09/2012

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	Doc No
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCHASED PRINTERS FOR SECURITY	GEN SVCS: ADMINISTRATION	229.98	1900062939
DISTRICT 1	1000193	JEFFERSON CO TREASURER	POSTAGE FOR SEWER BILLING MAIL OUT	GEN SVCS: ADMINISTRATION	96.00	1900063018
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PURCHASED STAMPS FOR REVENUE MAILOUT	GEN SVCS: ADMINISTRATION	105.92	1900062919
DISTRICT 1	1000193	JEFFERSON CO TREASURER	CORONER 2 FORM PRINTING 20 PADS	CORONER/MEDICAL EXAMINER	140.00	1900062924
DISTRICT 1	1018307	SARAH A SQUARE	TRAVEL REIMBURSEMENT SARAH SQUARE	CGH: NURSE ADMIN	158.76	1900062917
*DISTRICT 1					730.66	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	COMBINATION LOCKS FOR KETONA	R&T: HIGHWAY MAINT-KETONA	44.91	1900062770
DISTRICT 2	1000193	JEFFERSON CO TREASURER	GRASS SEED FOR CAMP KETONA TO GRASS BRIDGE JOB	R&T: HIGHWAY MAINT-KETONA	149.00	1900062910
DISTRICT 2	1000193	JEFFERSON CO TREASURER	SMALL ENGINE PARTS FOR CAMP BESSEMER	R&T: HIGHWAY MAINT-BESS	12.00	1900062914
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CDL RENEWAL FOR DALE MOBLEY (KETONA)	R&T: HIGHWAY MAINT-KETONA	29.75	1900063014
DISTRICT 2	1000193	JEFFERSON CO TREASURER	GRASS SEED FOR CAMP KETONA TO GRASS BRIDGE JOB	R&T: HIGHWAY MAINT-KETONA	227.00	1900062915
DISTRICT 2	1000193	JEFFERSON CO TREASURER	REFUND 19.92 TRAVEL IRWA COURSE 201 AT, GA A.DODD	R&T: RIGHT OF WAY	19.92	1900063017
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CDL RENEWAL FOR BRUCE LEWIS - CAMP BESSEMER	R&T: HIGHWAY MAINT-BESS	30.00	1900062891
DISTRICT 2	1000193	JEFFERSON CO TREASURER	GRASS SEED FOR CAMP KETONA TO GRASS BRIDGE JOB	R&T: HIGHWAY MAINT-KETONA	243.00	1900062920
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH:COMDEV - POSTAGE STAMPS-EMERGENCY MAIL	COMMUNITY DEVELOPMENT	8.10	1900063030
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH:COM DEV - REGISTRATION_ CPE (C.DANIELS)	COMMUNITY DEVELOPMENT	65.00	1900063033
DISTRICT 2	1000193	JEFFERSON CO TREASURER	DVD COPIES BURNED, KEYS	R&T: HIWAY ENG & CONST	142.14	1900062760
DISTRICT 2	1000193	JEFFERSON CO TREASURER	REIMBURSE RECORDING FEES - PROBATE BATCH #502482	R&T: RIGHT OF WAY	16.00	1900062903
DISTRICT 2	1000193	JEFFERSON CO TREASURER	REFILL TAPE FOR LABEL MAKER - CAMP KETONA	R&T: HIWAY MAINT-KETONA	38.99	1900064066
DISTRICT 2	1000193	JEFFERSON CO TREASURER	VEHICLE TITLES, VEHICLE TAGS, ACCIDENT REPORT FEE	FLEET MGMT: ADMINN	233.50	1900064078
DISTRICT 2	1000193	JEFFERSON CO TREASURER	VEHICLE TAGS	FLEET MGMT: ADMIN	24.25	1900064079
DISTRICT 2	1028786	MELANIE O JONES GAMBLE	MILEAGE 010112-050412	SENIOR CITIZEN SERVICES	380.70	1900062909
*DISTRICT 2					1,664.26	
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PETTY CASH FOR TAX COLLECTOR	TAX COLLECTOR-BIRMINGHAM	672.21	1900062912
DISTRICT 3	1000193	JEFFERSON CO TREASURER	FILES, TAPE, FOLDERS, PENS, CLIPS	TAX COLLECTOR-BIRMINGHAM	563.24	1900062913
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REVENUE-RETURN TRAVEL AUDIT-E.WOODIS 8/5-10/12	REVENUE	23.43	1900062922
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REVENUE-REIMB. TRAVEL AUDIT-B THOMPSON-7/8-27/12	REVENUE	32.24	1900062923
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REVENUE-REIMB. MILEAGE-ENFORCEMENT EXAMINERS	REVENUE	158.37	1900062902
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PAD, PKT, PAPER, TAPE	TAX COLLECTOR-BIRMINGHAM	478.11	1900062925
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REVENUE-REIMB. MILEAGE-ENFORCEMENT EXAMINERS	REVENUE	471.44	1900062904
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REVENUE-REIMB. MILEAGE-ENFORCEMENT EXAMINERS	REVENUE	112.19	1900064085
DISTRICT 3	1001855	WILEY E STODENMIRE	REVENUE-REIMB. MILEAGE-ENFORCEMENT EXAMINERS	REVENUE	382.73	1900062905
DISTRICT 3	1002266	BHAM LARGE USERS GROUP	MEMBERSHIP DUES TO BIRMINGHAM LARGE USER GROUP	INFO TECH: SYS DEV & ADMIN	400.00	1900064068
DISTRICT 3	1003510	EDGAR RAY WOODIS JR	REVENUE-RETURN TRAVEL AUDIT-E.WOODIS 8/19 -24/12	REVENUE	74.27	1900062921
DISTRICT 3	1004658	JOHN MICHAEL COLBURN	JOHN COLBURN 2012	BD OF EQUAL - BHAM STATE	141.75	1900064179
DISTRICT 3	1004660	MIKE LASKER	MIKE LASKER 2012	BD OF EQUAL - BHAM STATE	113.40	1900064178
DISTRICT 3	1027156	DAVID HINKLE	DAVID HINKLE 2012	BD OF EQUAL - BHAM STATE	81.77	1900064181
DISTRICT 3	1027682	JANE MARDIS	MARDIS END 12 MILEAGE	BD OF EQUAL - BHAM STATE	130.82	1900064174
DISTRICT 3	1030328	CHARLES ROBERT JONES, III	CHARLES ROBERT JONES III 2012	BD OF EQUAL - BHAM STATE	72.90	1900064180
DISTRICT 3	1030339	KIRK ALAN EPSTEIN	KIRK EPSTEIN 2012	BD OF EQUAL - BHAM STATE	48.60	1900064177
DISTRICT 3	1030345	ROY H STODGHILL	2012 STODGHILL	BD OF EQUAL - BHAM STATE	83.43	1900064175
DISTRICT 3	1030351	GINGER W MORRIS	GINGER MORRIS 2012	BD OF EQUAL - BHAM STATE	38.41	1900064176
DISTRICT 3	1030353	MICHAEL DAVID MELVIN	MICHAEL MELVIN 2012	BD OF EQUAL - BHAM STATE	32.40	1900064182
*DISTRICT 3					4,111.71	
DISTRICT 4	1000193	JEFFERSON CO TREASURER	EMA - SIREN PARTS, WEATHER RADIOS	EMA	791.98	1900062929
DISTRICT 4	1000193	JEFFERSON CO TREASURER	PETTY CASH FOR MILEAGE	STORMWATER MGT AUTH	38.07	1900062916
DISTRICT 4	1000193	JEFFERSON CO TREASURER	EMA - POSTAGE, WORK SHIRTS, SIREN PARTS	EMA	611.95	1900062895
DISTRICT 4	1000193	JEFFERSON CO TREASURER	PETTY CASH FOR PENS	STORMWATER MGT AUTH	7.40	1900062771
DISTRICT 4	1000193	JEFFERSON CO TREASURER	FOOD FOR RESIDENTS/BALL/GAS/ KEYS	YOUTH DETENTION: SUP SVCS	102.45	1900064104
*DISTRICT 4					1,551.85	
DISTRICT 5	1000193	JEFFERSON CO TREASURER	FLOOR MATS AND BED MAT FOR CHEV PICKUP	ES: TURKEY CREEK WWTP	103.00	1900062497
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BACKPACK,CASCADE,COLUMNAR PAD,HAND SANITIZER,DISC	ES: ADMIN LINE MAINT	407.07	1900062710
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BATTERY,CAULKING,DRIVE SHAFT,RING,V-BELT,LOCK NUT,	ES: SHADES LINE MAINT	273.04	1900062712
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PART FOR AN OVEN	ES: VILLAGE LINE MAINT	158.02	1900062717
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CSC REIMBURSEMENT-MR. BILL BLACKMAN	PER BD: ADMINISTRATION	10.00	1900062721
DISTRICT 5	1000193	JEFFERSON CO TREASURER	FED-EX SHIPPING	ES: TV INSPECTION & GROUTING	14.00	1900062718
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CONCRETE, PVC PIPE	ES: CONSTRUCT SEWER LINE	329.99	1900062755
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PLUMBING SUPPLIES TO REPAIR SINK	ES: BARTON LAB	55.74	1900062927
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PAINT, BRUSH, AND THINNER	ES: TURKEY CREEK WWTP	99.83	1900062928
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BOXED LUNCHES FOR ENV, SERVICE SUPERVISOR MEETING	ES: BARTON LAB	466.00	1900062849
DISTRICT 5	1000193	JEFFERSON CO TREASURER	FOOD COLOR FOR TROUBLESHOOTING LAB PROBLEM	ES: BARTON LAB	7.12	1900062850
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SOLENOID VALVE;	ES: VILLAGE ELECT SHOP	453.60	1900062931
DISTRICT 5	1000193	JEFFERSON CO TREASURER	KEYS;FITTINGS;WRENCH;AIRGAS;HANDBOOKS;	ES: VILLAGE ELECT SHOP	452.87	1900062932
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CLASS B CDL RENEWAL	ES: BIOSOLIDS HANDLING	20.00	1900062938
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PLYWOOD;FUSES;ACRYLIC RA MSET;WATER;	ES: FIVE MILE CREEK WWTP	253.07	1900063011
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CARBURETOR;NUTS & WASHERS;	ES: FIVE MILE MAINT SHOP	96.00	1900063015
DISTRICT 5	1000193	JEFFERSON CO TREASURER	INES FOR NEW SERVER	ES: LEEDS WWTP	14.66	1900063016
DISTRICT 5	1000193	JEFFERSON CO TREASURER	MIG, CARBURETOR,TERMINAL,V-BELT, VALVE	ES: VILLAGE MAINT SHOP	191.37	1900062918
DISTRICT 5	1000193	JEFFERSON CO TREASURER	OIL FILTER,RAT POISON,FILTER FOR ICE MACHINE,BATTE	ES: PACKAGE WWTP & PUMP STA	243.34	1900062892
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CARB. KIT;COUPLNG;CLIP;WIRE;VALVE;STRTER;HOSE;EPOXY	ES: FIVE MILE MAINT SHOP	388.51	1900062776
DISTRICT 5	1000193	JEFFERSON CO TREASURER	RENEWALS FUSES PLASTIC ROPE LEVER OIL SWITCH REPOR	ES: VALLEY CREEK WWTP	497.67	1900062893
DISTRICT 5	1000193	JEFFERSON CO TREASURER	DUCT TAPE;PRINT SUPPLIES;CDL D.TESSENEER;SILICONE;	ES: FIVE MILE CREEK WWTP	259.06	1900062894
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PRY BAR, DROP CLOTH AND ROLLERS	ES: TURKEY CREEK WWTP	67.92	1900062937
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BELT FOR DEHUMIDIFIER	ES: CAHABA RIVER WWTP	10.88	1900062896
DISTRICT 5	1000193	JEFFERSON CO TREASURER	NUT FOR EXHAUST FAN	ES: CAHABA RIVER WWTP	1.32	1900062897
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BELTS FOR INF. PUMP STATION FANS	ES: CAHABA RIVER WWTP	67.04	1900062899
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BELTS FOR INF. PUMP STATION FANS	ES: CAHABA RIVER WWTP	42.32	1900062900
DISTRICT 5	1000193	JEFFERSON CO TREASURER	POSTAGE	ES: VILLAGE CREEK WWTP	11.05	1900063036
DISTRICT 5	1000193	JEFFERSON CO TREASURER	VALVE TO FIX A/C AT AL SEIER PUMP STATION	ES: CAHABA RIVER WWTP	79.96	1900064064
DISTRICT 5	1000193	JEFFERSON CO TREASURER	MAILING OF COMPLIANCE DOCUMENTS TO EPA-POSTAGE	ES: SANITATION ADMIN	16.39	1900064067
DISTRICT 5	1000193	JEFFERSON CO TREASURER	USED PERSONAL VEHICLE TO ANSWERE ALARM AT LEEDS	ES: LEEDS WWTP	8.10	1900064062
DISTRICT 5	1000193	JEFFERSON CO TREASURER	AIR COMPRESSOR FOR BNR METERS	ES: CAHABA RIVER WWTP	39.99	1900064063
DISTRICT 5	1000193	JEFFERSON CO TREASURER	DONUTS,ORANGE JUICE,CUPS,PLATES,NAPKINS, RIBBON	ES: ADMIN LINE MAINT	138.31	1900061996
DISTRICT 5	1000193	JEFFERSON CO TREASURER	REFRESHMENTS FOR UST OPERATOR TRAINING CLASS	ES: SANITATION ADMIN	10.00	1900062266
DISTRICT 5	1019860	PRISCILLA MINENGER	ASSESSOR_MINENGERPRISCILLA*_2012AUGUSTASSESSMENT	PER BD: TESTING	142.82	1900063031
DISTRICT 5	1019872	JANET BROWN	ASSESSOR_BROWNJANET*_2012AUGUSTASSESSMENT	PER BD: TESTING	325.88	1900063042
DISTRICT 5	1020523	TWIN CONSTRUCTION	REFUND OF SEWER IMPACT 1 FIXTURE	ES: SANITATION ADMIN	215.00	1900062741
DISTRICT 5	1025167	DEBORAH BRYARS	ASSESSOR_BRYARSDEBORAH_2012FIREPILOTS	PER BD: TESTING	276.10	1900063022
DISTRICT 5	1025241	WILLIAM FOWLER	ASSESSOR_FOWLERWILLIAM_2012FIREPILOTS	PER BD: TESTING	198.34	1900063024
DISTRICT 5	1026748	KRISTEN HARGRAVE	ASSESSOR_HARGRAVEKRISTEN_2012FIRELIEUTROLEPLAY	PER BD: TESTING	39.99	1900063028
DISTRICT 5	1027164	JOYCE MILLER BRIDGES	ASSESSOR_BRIDGESJOYCE_2012FIREPILOTS	PER BD: TESTING	144.88	1900063025
DISTRICT 5	1027330	MICHAEL NAIFEH	ASSESSOR_NAIFEHMICHAEL_2012FIREPILOTS	PER BD: TESTING	25.00	1900063027
DISTRICT 5	1028666	HERMANSKI JACKSON	ASSESSOR_JACKSONHERMANSKI_2012AUGUSTASSESSMENT	PER BD: TESTING	464.39	1900063034
DISTRICT 5	1028789	DEBORAH MILLS	ASSESSOR_MILLSDEBORAH_2012FIREPILOTS	PER BD: TESTING	422.71	1900063026
DISTRICT 5	1028882	JOHN BURNS	ASSESSOR_BURNSJOHN_2012FIREPILOTS	PER BD: TESTING	204.82	1900063023
DISTRICT 5	1029124	CALEY FOSTER	ASSESSOR_CALEYFOSTER_2012AUGUSTASSESSMENT	PER BD: TESTING	546.79	1900063039
DISTRICT 5	1029806	ROBERT W EZEKIEL	REFUND FOR OVERPAYMENT & FB 11-1330 (D)	FINANCE SEWER SERVICES	21.55	1900062768
DISTRICT 5	1029970	LORRAINE DAWSON	ASSESSOR_DAWSONLORRAINE_2012AUGUSTASSESSMENT	PER BD: TESTING	175.00	1900063041
DISTRICT 5	1029971	MICHAEL EKEMA-AGBAW	ASSESSOR_EKEMA-AGBAWMICHAEL_2012AUGUSTASSESS	PER BD: TESTING	353.87	1900063040

DISTRICT 5	1029973	NICHOLAS GRISAK	ASSESSOR_GRISAKNICHOLAS_2012AUGUSTASSESSMENT	PER BD: TESTING	393.92	1900063038
DISTRICT 5	1029976	GREGORY HUMMEL	ASSESSOR_HUMMELGREGORY1_2012AUGUSTASSESSMENT	PER BD: TESTING	394.33	1900063037
DISTRICT 5	1029985	JANA STILL	ASSESSOR_STILLJANA_2012AUGUSTASSESSMENT	PER BD: TESTING	375.07	1900063029
DISTRICT 5	1030002	APPELLATE COURTS	INFORMATION SVC ONLINE SERVICES	COUNTY ATTORNEY	2.97	1900062936
DISTRICT 5	1030062	KRISTEN OR DANIEL SELF	REFUND FOR OVERPAYMENT & FB 12-7240 (D)	FINANCE SEWER SERVICES	19.85	1900062769
DISTRICT 5	1030238	MELANIE HUBKA	REFUND FOR LK ADJUSTMENT N 6581-4170 (L2)	FINANCE SEWER SERVICES	191.57	1900062766
DISTRICT 5	1030239	MICHAEL A GOOLSBY	REFUND FOR OVERPAYMENT & FBL 2-32108201(D)	FINANCE SEWER SERVICES	18.67	1900062767
DISTRICT 5	1030240	RUBY SWEAT C/O P BATTLE	REFUND FOR OVERPAYMENT & FB W0-66141(D)	FINANCE SEWER SERVICES	163.33	1900062765
DISTRICT 5	1030303	HENRY C WORD	WORD, HENRY RETIREE REFUND DENTAL AND VISION	HUMAN RESOURCES ADMIN	194.52	1900062890
DISTRICT 5	1030326	HAYDEN JAMES	REFUND OF SEWER IMPACT 1 FIXTURE	ES: SANITATION ADMIN	215.00	1900063021
*DISTRICT 5					10,813.61	
**					18,872.09	

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

Oct-9-2012-819

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.

Disposals: Information Technology

140000006634	Storage, EMC DMX 2000	Obsolete
140000006635	Storage, EMC DMX 2000	Obsolete
070120	IBM 8670 Server	Obsolete
070130	IBM Blade	Obsolete
070149	IBM X Servers 365	Obsolete
070150	IBM X Servers 365	Obsolete
070151	IBM X Servers 365	Obsolete
070105	EMC-DMX	Obsolete

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

Oct-9-2012-820

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.

Week of 9/11/12 - 9-17-12 - no items

For Week of 09/18/12 - 09/24/12

RECOMMENDED FOR:

- MULTIPLE JEFFERSON COUNTY LOCATIONS FROM COCA COLA UNLIMITED, BIRMINGHAM, AL, CONTRACT RENEWAL FOR SOFT DRINKS. CONTRACT PERIOD: 10/01/12 - 9/30/13. REFERENCE BID # 84-11  
HISTORICAL COST \$3,000.00 TOTAL
- SHERIFF'S OFFICE FROM VEOLIA ES SOLID WASTE SE, MOODY, AL, CHANGE ORDER REQUEST TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PAY CURRENT INVOICE. SAP PURCHASE ORDER # 2000061420  
CHANGE ORDER \$ 2,669.72 REFERENCE BID # 175-10 PURCHASE ORDER \$25,669.72 TOTAL
- GENERAL SERVICES FROM OLYMPIA SPRINKLER INSTALLATION INCORPORATED, ONEONTA, AL, CONTRACT RENEWAL FOR FIRE SPRINKLER SYSTEM INSPECTION. CONTRACT PERIOD: 10/25/12 - 10/24/12.  
REFERENCE BID # 208-11 HISTORICAL COST \$58,201.46 TOTAL
- VARIOUS JEFFERSON COUNTY LOCATIONS FROM USA MOBILITY WIRELESS INCORPORATED, DALLAS, TX, CHANGE ORDER REQUEST TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PAY INVOICES FOR THE REMAINDER OF FY12 FOR PAGER SERVICE. SAP PURCHASE ORDER # 2000058867 CHANGE ORDER \$ 3,200.00  
PURCHASE ORDER \$13,000.00 TOTAL
- COOPER GREEN MERCY HOSPITAL (RESPIRATORY) FROM QUALITY PLUS MEDICAL SERVICES, PELHAM, AL, CONTRACT EXTENSION REQUEST FOR HOME OXYGEN SERVICES FOR PATIENTS) OF CGMH FOR THE PERIOD OF 10/09/12 - 01/31/2013 (3 MONTHS ONLY). REFERENCE BID # 216-09 FORECASTED AMOUNT \$15,000.00 TOTAL

6. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM ECG SCANNING & MEDICAL SERVICES, CLEVELAND, OH, CONTRACT RENEWAL FOR HOLTER & ARRHYTHMIA MONITORING & INTERPRETATION SERVICE FOR THE PERIOD OF 10/01/12 - 9/30/13. AMOUNT FORECASTED BY DEPARTMENT. REFERENCE BID # 176-11R  
\$ 7,000.00 TOTAL
7. JEFFERSON REHABILITATION AND HEALTH CENTER FROM MULTIPLE VENDORS, TO AWARD CONTRACT FOR MISCELLANEOUS MEDICAL SUPPLIES. CONTRACT PERIOD: 10/09/12 - 9/30/13. AMOUNT FORECASTED BY DEPARTMENT. REFERENCE BID # 176-12 GULF SOUTH MEDICAL \$15,000.00  
KENTRON MEDICAL \$10,000.00 MEDLINE INDUSTRIES \$ 7,000.00  
PRIME SOURCE SERVICES LLC \$ 4,000.00 \$36,000.00 TOTAL
8. COOPER GREEN MERCY HOSPITAL (STORES) FROM SUPREME MEDICAL FULFILLMENT, MOBILE, AL, TO AWARD CONTRACT FOR NEEDLES AND SYRINGES FOR THE PERIOD OF 10/09/12 - 9/30/13. AMOUNT FORECASTED BY DEPARTMENT. REFERENCE BID # 146-12 \$20,000.00 TOTAL
9. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM WINGFOOT COMMERCIAL TIRE, BIRMINGHAM, AL CHANGE ORDER REQUEST TO ADD FUNDS TO OPEN PURCHASE ORDER FOR TIRES ON AS NEEDED BASIS FOR THE PERIOD OF 10/01/11 - 9/30/12. SAP PURCHASE ORDER # 2000059465 CHANGE ORDER \$17,000.00  
PURCHASE ORDER \$90,000.00 TOTAL
10. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM COWIN EQUIPMENT, BIRMINGHAM, AL, CHANGE ORDER REQUEST TO ADD FUNDS TO OPEN PURCHASE ORDER FOR TIRES, TRACTOR PARTS ON AS NEEDED BASIS FOR THE PERIOD OF 10/01/11 - 9/30/12. SAP PURCHASE ORDER # 2000059461 CHANGE ORDER \$ 1,500.00  
PURCHASE ORDER \$ 6,000.00 TOTAL
11. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM ESTES EQUIPMENT, BIRMINGHAM, AL, CHANGE ORDER REQUEST TO ADD FUNDS TO OPEN PURCHASE ORDER FOR AUTO PARTS AND REPAIRS ON AS NEEDED BASIS FOR THE PERIOD OF 10/01/11 -9/30/12. SAP PURCHASE ORDER # 2000058931 CHANGE ORDER \$ 5,000.00  
PURCHASE ORDER \$16,900.00 TOTAL
12. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM FLEET PRIDE INCORPORATED, ATLANTA, GA, CHANGE ORDER REQUEST TO ADD FUNDS TO OPEN PURCHASE ORDER FOR AUTO PARTS AND REPAIRS ON AS NEEDED BASIS FOR THE PERIOD OF 10/01/11 - 9/30/12. SAP PURCHASE ORDER # 2000059447  
CHANGE ORDER \$ 7,000.00 PURCHASE ORDER \$24,000.00 TOTAL
13. ROADS AND TRANSPORTATION TRAFFIC ENGINEERING FROM ALABAMA CONSTRUCTION SUPPLY, BIRMINGHAM, AL, CHANGE ORDER REQUEST TO ADD FUNDS TO PURCHASE ORDER TO EXCHANGE ELECTRIC CONCRETE SAW FOR A GAS POWERED CONCRETE SAW. SAP PURCHASE ORDER # 2000066479 CHANGE ORDER \$ 4,548.00  
PURCHASE ORDER \$19,500.00 TOTAL
14. ACKNOWLEDGMENT FOR SHERIFF'S DEPARTMENT FROM ALABAMA CRIMINAL JUSTICE INFORMATION CENTER, MONTGOMERY, AL, FOR ALABAMA CRIMINAL JUSTICE MISCELLANEOUS SERVICES.  
SAP PURCHASE ORDER #2000067767 \$21,681.00 TOTAL
15. ROADS AND TRANSPORTATION ADMINISTRATION FROM OCE NORTH AMERICA INCORPORATED, HOMEWOOD, AL, TO PURCHASE OCE TDS750 MULTIFUNCTION SYSTEM AND MAINTENANCE. CONTRACT PERIOD: 06/10/12 - 06/09/13. SAP PURCHASE ORDER # 2000067773 \$34,246.20 TOTAL REFERENCE BID # 87-12
16. ENVIRONMENTAL SERVICES WWTP - CAHABA RIVER, FIVE MILE CREEK, LEEDS AND TRUSSVILLE FROM VISION LANDSCAPES, IRONDALE, AL, TO PAY OUTSTANDING INVOICES FOR MAINTENANCE FOR GROUNDKEEPING SERVICES FOR THE PERIOD OF 8/01/12 -9/30/12. SAP PURCHASE ORDER # 2000067793 \$67,818.94 TOTAL  
REFERENCE BID # 147-11
17. COOPER GREEN MERCY HOSPITAL FROM SOUTHERN SWEEPER & SCRUBBERS INCORPORATED, HORN LAKE, MS, TO PAY OUTSTANDING INVOICES FOR POWER SWEEPERS - RENTAL PAYMENT.  
SAP PURCHASE ORDER # 2000067837 \$ 9,000.00 TOTAL
18. COOPER GREEN MERCY HOSPITAL (STORES) FROM MULTIPLE VENDORS, CONTRACT RENEWAL FOR MEDICAL GLOVES FOR THE PERIOD OF 10/01/12 - 9/30/13. AMOUNT FORECASTED BY DEPARTMENT.  
REFERENCE BID # 180-11 HENRY SCHEIN \$60,000.00 MEDLINE INDUSTRIES \$ 5,000.00  
PRIME SOURCE SERVICES \$30,000.00 \$95,000.00 TOTAL
19. ENVIRONMENTAL SERVICES FROM THOMPSON TRACTOR COMPANY, BIRMINGHAM, AL, TO AWARD CONTRACT FOR 63616 GENERATOR REPAIRS AND CONTROL UPGRADES (VILLAGE CREEK WWTP).  
REFERENCE BID # 175-12 COST \$228,729.51 TOTAL

- 20. GENERAL SERVICES FROM ELECTION SYSTEMS & SOFTWARE INCORPORATED, CHICAGO, IL, TO PURCHASE BALLOTS AND SUPPLIES FOR SPECIAL ELECTIONS. SAP PURCHASE ORDER # 2000067898 \$101,512.50 TOTAL SINGLE SOURCE VENDOR, STATE CERTIFIED
- 21. COOPER GREEN MERCY HOSPITAL GENERAL SERVICES FROM SOUTHEAST MEDICAL COMPANY, JONESBORO, GA, TO REPAIR EXAM TABLES FOR JOINT COMMISSION CORRECTIVE ACTION. SAP PURCHASE ORDER # 2000067880 \$11,480.00 TOTAL

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

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Oct-9-2012-821

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.

Week of 9/11/12 - 9-17-12 - no items

For Week of 09/18/12 - 09/24/12

- 1. EXCEPTION FOR COOPER GREEN MERCY HOSPITAL FROM DIXIE CERTIFICATION & TESTING, LLC, CUMMINGS, GA, TO PAY INVOICE #2209 FOR CLEAN AIR ROOM AND IV HOOD CERTIFICATION. SERVICES ALREADY RENDERED.  
SAP PURCHASE ORDER # 2000067838 \$1,910.00 TOTAL
- 2. EXCEPTION FOR COOPER GREEN MERCY HOSPITAL ADMINISTRATIVE FROM GORRIE-REGAN & ASSOCIATES, BIRMINGHAM, AL, INVOICE PAYMENT FOR EMERGENCY WORK ON 7/30/12, 8/7/12 AND 8/1/12. REPAIRS TO UPPER EMPLOYEE GATE ENTRANCE AND CUSTOMER GATE. SAP PURCHASE ORDER # 2000067746 \$1,948.00 TOTAL
- 3. EXCEPTION FOR COOPER GREEN MERCY HOSPITAL (SURGERY) FROM BIOMET INCORPORATED, CHICAGO, IL, TO PAY INVOICE FOR ORTHO IMPLANT AS PRESCRIBED BY DR. JAMES FLOYD AND ORDERED BY MEMBER OF CGMH SURGICAL STAFF ON BEHALF OF PATIENT. SAP PURCHASE ORDER # 2000067796 \$8,658.80 TOTAL

AMENDMENT NO. 1

For Week of 9/18/12 - 9/24/12

REFERENCE: PURCHASING EXCEPTIONS REPORT WEEK: 9/4/12 - 9/10/12 – APPROVED SEPTEMBER 25, 2012

Amendment to change dollar amount:  
Amended From:

- 7. EXCEPTION FOR ENVIRONMENTAL SERVICES FROM DAVLIN LLC, COLUMBIANA, AL. TO PAY PAST DUE INVOICES 015-2012, 016-2012 AND 017-2012 FOR THE MONTHS OF JULY AND AUGUST 2012 FOR GROUNDS KEEPING SERVICES AT VILLAGE CREEK WWTP. THE PURCHASING DIVISION IS PROCESSING AMENDMENT FOR ALL GROUNDS KEEPING CONTRACTS. \$25,000.00 TOTAL

Amended To:

- 7. EXCEPTION FOR ENVIRONMENTAL SERVICES FROM DAVLIN LLC, COLUMBIANA, AL, TO PAY PAST DUE INVOICES 015-2012, 016-2012 AND 017-2012 FOR THE MONTHS OF JULY AND AUGUST 2012 FOR GROUNDS KEEPING SERVICES AT VILLAGE CREEK WWTP. THE PURCHASING DIVISION IS PROCESSING AMENDMENT FOR ALL GROUNDS KEEPING CONTRACTS. \$34,000.00 TOTAL

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

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Oct-9-2012-822

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Encumbrance Report for week of 9/11/12 - 9-17-12 and 09/18/12 - 09/24/12, be and hereby is approved.

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

Stephens, Knight, Bowman and Carrington.

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STAFF DEVELOPMENT

Multiple Staff Development

Revenue - 2 participants	\$2,266.90
Bruce Thompson	\$1,761.90
Wesley Scott Moore	
Sales & Use Tax Audit	
Atlanta, GA – November 4-16, 2012	

Roads & Transportation - 2 participants	
Wayne Sullivan	\$783.50
Alan Dodd	\$906.63
46 <sup>th</sup> Surveying & Mapping Conference	
Montgomery, AL – 16-19, 2012	

Sheriff's Office - 2 participants		
John Verbitski	(grant funds)	\$1,314.00
John Pennington, II	(grant funds)	\$1,727.11
23 <sup>rd</sup> Annual Problem Oriented Policing Conference		
Providence, RI – October 20-25, 2012		

Tax Assessor - Birmingham - 5 participants		
Andrea Caison, Barbara Henderson, Mildred Densmore		
John Powe & Shelia Nixon	(state funds)	\$2,775.00
Registration for various courses from Auburn Center for		
Government Services		
Montgomery, AL – various dates		

Individual Staff Development

Community Development		
Chandra Calhoun	(state funds)	\$1,724.71
National Assn. of Job Training Assistance Conference		
Philadelphia, PA – October 21-24, 2012		

Revenue		
Charles Bell		\$2,811.51
Sales & Use Tax Audit		
Audubon, PA; Hanover, MD; Raleigh, NC; Beaufort, SC		
& Savannah, GA – November 3-16, 2012		

Roads & Transportation		
Kelly Watson		\$265.00
Ethics and Right of Way Profession		
Birmingham, AL - online course		

Tax Assessor - Birmingham		
Shelia Nixon	(state funds)	\$473.64
Subdivision Layouts		
Montgomery, AL – June 20-22, 2012		

Tax Assessor - Bessemer		
Rickey Davis	(state funds)	\$500.00
Techniques of Cadastral Mapping		
Pelham, AL – November 5-9, 2012		

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

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BUDGET TRANSACTION

Jefferson Rehabilitation & Health Center \$0

Shift positions from CGMH to Jefferson Rehab & Health Center: 1 Admin I (Gr. 10), 1 Admin II (Gr. 13), 1 Unclassified Laborer III, 1 Food Service Assistant (Gr. 5) and 4 Housekeeping Assistants (Gr. 5).



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

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REQUEST FOR CERTIFICATIONS

Human Resources

Administrative Assistant III

I/O Psychologist

Fleet Management

Auto Tech - 2 positions

Inspection Services

Plumbing Gas Mechanical Inspector

Environmental Services - Village Creek Electrical Shop

Electrician

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

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Oct-9-2012-823

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 B & L Associates to provide maintenance on the time accounting and tape library system for FY2012-2013 in the amount of \$22,935.

CONTRACT NO.: 00003232

Contract Amendment No. II

This Amendment to Contract entered into the 1st day of October 2012, between Jefferson County, Alabama, hereinafter referred to as "the County, and B&L Associates, Inc. hereinafter referred to as the "Contractor" to provide maintenance and software support for Resource Billing, Tape Library System and Robotic Interface.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

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

The contract between the parties referenced above, was approved by the Commission on March 8, 2011, Amendment I approved by Commission on November 8, 2011, is hereby amended as follows:

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: October 1, 2012 through September 30, 2013.
4. COMPENSATION: \$22,935.00

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

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

Jefferson County Commission

B&L ASSOCIATES, INC.

\_\_\_\_\_, Authorized Signature

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

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Oct-9-2012-824

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and TekLinks, Inc. to provide maintenance for the EMC Centera storage system for the period September 11, 2012 - September 10, 2013 in the amount of \$10,031.

CON-00004332

THIS AGREEMENT entered into this 11 day of September, 2012, by and between Jefferson County Alabama hereinafter called "the County", and TekLinks, called "the Contractor", located at 201 Summit Parkway, Homewood, AL 35209. The effective date of this agreement shall be September 11, 2012.

WHEREAS, the County desires to contract for project support and software maintenance/support services to upgrade a production and replication EMC Gen 4 Centera (s) for the Jefferson County Commission, hereinafter called "the Commission"; and

WHEREAS, the Contractor desires to provide project support and software maintenance/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.
2. SCOPE OF SERVICES: This contract results from Jefferson County's Request for Proposal No. 166-12. The RFP 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.
3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render project support and software support services to the Department of Information Technology at any time after the effective date of this Contract. The Contract term expires on September 10, 2013, with the County's option to renew for two additional one year terms.  
All software must be licensed to Jefferson County Commission, Alabama, Information Technology Department.
4. COMPENSATION: The Contractor shall be compensated for project support and software support services a sum not to exceed \$10,031.00.
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. Should Jefferson County authorize the Successful Offeror to subcontract (assign) any portion of this contract, the Successful Offeror will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Successful Offeror must maintain a continuous effective business relationship with the sub-contractors) including, but not limited to, regular payment of all monies owed to any subcontractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.
7. GOVERNING LAW/DISPUTE RESOLUTION: The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, material and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County Alabama, Birmingham Division.
8. STATEMENT OF CONFIDENTIALITY: Contractor agrees that any information accessed or gained in performance of those duties will be maintained in absolute confidence and will not be released, discussed, or made known to any party or parties for any reason whatsoever, except as required in the conduct of duties required, or where disclosure is required by law or mandated by a court of law.
9. INDEPENDENT CONTRACTOR: The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for all applicable federal, state and local taxes, etc.
10. NON-DISCRIMINATION POLICY: Both parties agree that all services rendered under this contract will be done so without regard to race, creed, color, sex, national origin, religion or handicap.
11. MISCELLANEOUS REQUIREMENTS: Upon execution of this contract, the Contractor shall furnish the Jefferson County Finance Department with information required for Form 1099 reporting and other pertinent data required by law.
12. LIABILITY: The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY. The Contractor will indemnify and hold harmless the COUNTY, its elected officials and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of the Contractor, its agents, subcontractors or employees under this Contract.
13. TERMINATION FOR CONVENIENCE: Upon Thirty (30) days written notice to the Contractor, the County may without cause and without prejudice to any other right or remedy to the County, elect to terminate the Agreement. In such case the Contractor shall be paid (without duplication of items): (1) for completed and accepted work executed in accordance with the Agreement prior to the effective date of termination, including fair and reasonable sums for such work: (2) for expenses sustained prior to the effective date of termination in

performing services and furnishing labor, materials or equipment as required by the Agreement in connection with any uncompleted work; and (3) for reasonable expenses directly attributable to termination, excluding loss of anticipated revenue or other economic loss arising out of or resulting from such termination.

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

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

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

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

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

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

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

Jefferson County Commission

W.D. CARRINGTON, PRESIDENT

TekLinks, Inc.

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

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Oct-9-2012-825

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Dex Imaging to provide Enterprise Content Management System software, license, maintenance/support and professional services for the period September 11, 2012 - October 10, 2013 (dates per contract) in an amount not

to exceed \$175,000.

CONTRACT NO. 00004303

Enterprise Content Management Software, Licenses, Maintenance/Support and Professional Services

THIS AGREEMENT entered into this 11<sup>th</sup> day of September, 2012, by and between Jefferson County Alabama hereinafter called "the County", and Dex Imaging located at 2814 Linden Avenue, Birmingham, AL 35209, called "the Contractor". The effective date of this agreement shall be September 11, 2012.

WHEREAS, the County desires to contract for software, licenses, maintenance/support and professional services for the Jefferson County Cession, hereinafter called "the Commission"; and

WHEREAS, the Contractor desires to furnish said Enterprise software, licenses, maintenance/support and professional 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 Proposal No. 100-i2. The RFP describes the scope of services called for and the Response contains the statements and representations of the Contractor, thereto. The entire response from Dex Imaging constitutes essential components of this Contract and is adopted herein by reference. Those two components and this CONTRACT document constitutes the entire agreement between the parties.
3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to render hardware, software, license, maintenance/support and professional services to the Department of Information Technology at any time after the effective date of this Contract. The Contract term expires on October 10, 2013, with the County's option to renew for two additional one year terms.  
All software must be licensed to Jefferson County, Alabama, Information Technology Department.
4. **COMPENSATION:** The Contractor shall be compensated for software, licenses, maintenance/support and professional services the first year a sum not to exceed \$175,000.00, and \$26,250.00 for annual maintenance year 2 and year 3.
5. **PAYMENT TERMS:** Contract signing and approval - 25%, Installation of software -15%, Training -15 %, Migration Services - 15%  
Final acceptance - 30%
6. **ASSIGNMENT;** No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize the Successful Offeror to subcontract (assign) any portion of this contract, the Successful Offeror will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Successful Offeror must maintain a continuous effective business relationship with the sub contractors) including, but not limited to, regular payment of all monies owed to any 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.
7. **GOVERNING LAW/DISPUTE RESOLUTION:** The parties agree to this contract is made and entered into in Jefferson County, Alabama and that all services, material and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County Alabama, Birmingham Division.
8. **STATEMENT OF CONFIDENTIALITY:** Contractor agrees that any information accessed or gained in performance of those duties will be maintained in absolute confidence and will not be released, discussed, or made known to any party or parts for any reason whatsoever, except as required in the conduct of duties required, or where disclosure is required by law as 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 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 age.
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, actions, damage and cost of every name and description resulting from the performance of the Contractor, its agents, subcontractors or employees under this Contract.
13. **TERMINATION FOR CONVENIENCE:** Upon Thirty (30) days written notice to the Contractor, the County may without cause and without prejudice to any other right or remedy to the County, elect to terminate the Agreement. In such case the Contractor shall be paid (without duplication of ): (1) for completed and accepted work executed in accordance with the Agreement prior to the effective

date of nation, 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 a resulting froth such termination.

14. AMENDMENT OF AGREEMENT: This Comes 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 front claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise front 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 a 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, ages, representatives, employees or parties in interest has in any way colluded, coned, 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 a 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 hues and defend Jefferson County, Alabama, its elected "and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or age, including coats cost and attorney's fees, for liability claimed by a third party against or imposed upon County because of body injury, death or tangible property age, real or personal, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligee of Integrator, its employees, agents, representatives, or subcontractors, their employees, ages 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 Parts have hereunto set their hands and seals or caused these presents to be executed by their duly authorized representative.

Jefferson County Commission

Dex Imaging

W.D. CARRINGTON, PRESIDENT

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

Oct-9-2012-826

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Meridian Partners, LLC to provide support for the SAP Enterprise Resource Planning software for the period October 9, 2012 - October 8, 2013 in the amount of \$514,190.

Effective this 9<sup>th</sup> day of October, 2012 (the "Effective Date"), Jefferson County Commission ("The County") with a principal place of business at 716 RICHARD ARRINGTON JR BLVD NORTH, BIRMINGHAM, AL 35203 and Meridian Partners, LLC ("Meridian Partners"), with a principal place of business at 1000 5th Street Suite 200, Miami Beach, FL 33139 agree that the terms and conditions of this Master Agreement for Professional Services (the "Agreement") will govern the Services provided to the Jefferson County Commission, hereafter referred to as The County, by MERIDIAN PARTNERS. Services will be authorized via Services Schedules issued pursuant to this Agreement.

1. TERM

1.1. The term of this agreement shall be One (1) year from the effective date with the possibility of two one year renewals. The effective date is the date of approval by The County. Provided, either party may terminate the agreement without cause, upon 30 days written notice to the other party.

2. SCOPE OF WORK

2.1. MERIDIAN PARTNERS will furnish Services to The County as specified in individual Services Schedule, a copy of which is attached as Schedule A (Service Level Agreement), which will incorporate this Agreement by reference, and may include the following: (i) a description of Services, (ii) period of performance, (iii) pricing and applicable payment schedule, and (iv) any special terms and conditions, and (v) deliverables, if any, together with the terms of this Agreement, is a separate contract that will be effective as of the date it is signed by MERIDIAN PARTNERS and The County. Services Schedules are to be executed by The County prior to MERIDIAN PARTNERS providing Services, but in no case later than five days after Services have begun. If The County has not executed a Services Schedule within such five-day period, MERIDIAN PARTNERS will cease providing Services and reassign the project team. If any terms of the Services Schedule (including the Proposal with respect to the Services) conflict with the terms of this Agreement, the terms of the Services Schedule will take precedence in all cases.

2.2. Any change to a Services Schedule must be mutually agreed in writing and signed by both parties.

3. PAYMENT

3.1. Unless otherwise indicated in the Services Schedule, invoices for services and expenses shall be rendered every two weeks. MERIDIAN PARTNERS will obtain approval from The County prior to incurring any travel and living expenses, which approval will not be unreasonably withheld, recognizing that these expenses are necessary for MERIDIAN PARTNERS to perform its job under this Agreement. Travel and living expenses include, but are not limited to airfare, mileage, parking, tolls, lodging, auto rental and per diem. Invoices are payable within 10 business days after receipt of the invoices. Unpaid invoices will accrue interest at the rate of ten percent (10%) per annum from the date due until the date of receipt of payment.

3.2. Prices and charges under this Agreement are exclusive of all taxes. Need a statement that says the County is tax exempt. The County will not be paying any taxes.

4. CONFIDENTIAL INFORMATION

4.1. Each party acknowledges that information provided by either party in connection with this Agreement, may contain confidential and proprietary data, and disclosure of such information may be damaging to the disclosing party. During the performance of services under this Agreement it may be necessary for either party to provide the other with certain information considered to be proprietary or confidential by the disclosing party.

MERIDIAN PARTNERS and The County, their successors, assignees, officers, directors, employees and agents, agree that such information will be provided subject to the following terms and conditions:

a. The term "Information", as used in this Section, denotes any and all information which is disclosed by either party to the other verbally, electronically, visually, or in a written or other tangible form which is either identified as, or reasonably ought to be considered, confidential or proprietary. This includes any and all technical and business information disclosed including, but not limited to financial plans and records, marketing plans, business strategies, trade secrets, present and proposed products, computer software programs, source code, relationships with third parties, customer lists, information regarding customers suppliers, directors, officers, employees, and affiliates.

b. Information of the other party will be protected from disclosure to anyone other than the directors, officers and employees of the receiving party who have a need to have access to such Information to perform obligations under this Agreement. Each party will use the same degree of care to protect Information of the other party as it uses to protect its own Information of like importance, but no less than a reasonable degree of care.

c. The disclosing party's Information will be used only as necessary for performance of the receiving party's obligations under the applicable Services Schedule. Neither party will make more copies of the Information than is necessary. Neither party will use Information of the other for the purposes of developing or marketing any products or services that are similar to or competitive with the Information of the other.

d. The receiving party will not have any obligation with respect to any Information of the disclosing party which the receiving party can establish:

- is or becomes publicly available through no wrongful act of the receiving party;
  - was lawfully obtained by the receiving party from a third party without any obligation to maintain the Information as proprietary or confidential
  - was previously known to the receiving party without any obligation to keep it confidential or
  - was independently developed by the receiving party or
  - as required by law.
- e. No license to either party's Information is either granted or implied by the disclosure of Information.
- f. Within five (5) days of a request by the disclosing party, the receiving party shall return all property including but not limited to documents, records, tapes, and any other media as well as all copies thereof in its possession or under its control that contains Information of the disclosing party. Notwithstanding the foregoing, so long as services are being performed hereunder. The County will not request the return of any Information that is required by MERIDIAN PARTNERS to perform the Services hereunder.
- g. The duties and obligations to protect Information will survive termination of this Agreement.
- h. The parties recognize and acknowledge that the Information may have competitive value and that irreparable damage might result to the disclosing party if information is improperly disclosed by the receiving party to any non-authorized third party. The parties agree that legal proceedings at law or in equity, including injunctive relief, may be appropriate in the event of a breach hereof.
- i. MERIDIAN PARTNERS hereby acknowledges that it is aware and that it will advise such directors, officers, employees and representatives who have access to Information concerning The County, that the United States securities laws prohibit any person who has received from an issuer material, non-public information from purchasing or selling securities of such issuer or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person will purchase or sell such securities.

## 5. OWNERSHIP

5.1. All work product first created for The County by MERIDIAN PARTNERS and identified as a deliverable on Schedule A ("Deliverable") shall belong exclusively to The County and shall be deemed to be a work made for hire. To the extent that any Deliverable may not, by operation of law, be a work made for hire, MERIDIAN PARTNERS hereby assigns to The County the ownership of all intellectual property right in the Deliverable and The County shall have the right to obtain and hold in its own name copyrights, registrations and similar protection which may be available. MERIDIAN PARTNERS agrees to give The County or its designees all assistance reasonably required to protect such rights, all at The County's expense. The County grants to MERIDIAN PARTNERS a perpetual, worldwide, non-exclusive, fully paid license to use and sub-license for any purpose generic components of a Deliverable that does not embody The County's Confidential Information. The County and MERIDIAN PARTNERS will jointly determine which components are generic after the services have been rendered.

5.2. MERIDIAN PARTNERS hereby retains all right, title and interest in and ownership of the "MERIDIAN PARTNERS Technology" which includes (i) commercially marketed preexisting materials, any concepts, inventions, systems, processes, techniques, methodologies, know-how, data, tools, template, technology (including software in executable code and source code), documentation or any other information, data or materials, and any expressions of the foregoing, developed by, owned by, or licensed to, MERIDIAN PARTNERS prior to the provision of the Services under this Agreement and (ii) all generic improvements, enhancements or derivatives thereto developed by MERIDIAN PARTNERS for the purposes of providing Services under this Agreement. The County acknowledges to hold the MERIDIAN PARTNERS Technology in confidence in accordance with the Confidentiality clause of this Agreement.

5.3. MERIDIAN PARTNERS shall retain ownership of any MERIDIAN PARTNERS Technology incorporated into a Deliverable. With the exception noted below, MERIDIAN PARTNERS grants to The County a perpetual; non-exclusive, nontransferable license, at no additional charge, to use such MERIDIAN PARTNERS Technology only with the Deliverable for which it was utilized, and for The County's internal business purposes only. Access to MERIDIAN PARTNERS Technology will be restricted to The County's employees. This license grant explicitly excludes MERIDIAN PARTNERS Technology in form of software that is commercially marketed by or constructed by MERIDIAN PARTNERS, including but not limited to any reusable components that are the subject of a separate licensing agreement between the parties hereto.

## 6. MARKETING COMMUNICATIONS

## 7. WARRANTIES: LIMITATION OF LIABILITY

7.1. MERIDIAN PARTNERS warrants that the Services will be provided in a workmanlike manner, consistent with industry standards. MERIDIAN PARTNERS MAKES NO OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7.2. IN NO EVENT SHALL MERIDIAN PARTNERS BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR TORT DAMAGES, INCLUDING ANY DAMAGES RESULTING FROM LOSS OF USE, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF BUSINESS ARISING OUT OF OR IN CONNECTION WITH MERIDIAN PARTNERS'S PERFORMANCE OF SERVICES OR OF

ANY OTHER OBLIGATIONS RELATING TO THIS AGREEMENT, EVEN IF MERIDIAN PARTNERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event (including unenforceability of the limitations of liability herein, and independent of any failure of essential purpose of the limited warranty and remedies provided hereunder), will MERIDIAN PARTNERS's total liability in contract, tort or otherwise arising out of or in connection with the provision of Services or this Agreement exceed the service fees paid to MERIDIAN PARTNERS by The County pursuant to the applicable Schedule A.

#### 8. WARRANTIES.

8.1. Meridian Partners warrants to County that any Deliverable provided by Meridian Partners to The County hereunder shall materially conform to the Service Level Agreement for a period of thirty (30) days following its completion (the "Warranty Period") If The County notifies Meridian Partners in writing of nonconformity with this warranty during the Warranty Period, Meridian Partners shall promptly use reasonable efforts to remedy the nonconformity at no additional expense to County. Notwithstanding the foregoing, Meridian Partners shall have no obligation or liability to The County under this warranty to the extent that the nonconformity arises from (i) use of the Deliverables not in accordance with instructions, documentations, or specifications ("Misuse"); (ii) alteration, modification or revision of the Deliverables not expressly authorized by Meridian Partners ("Alteration"); (iii) County's failure to use or implement corrections or enhancements to the Deliverables made available by Meridian Partners (iv) the combination of the Deliverables with materials not provided, specified, or approved by Meridian Partners. Notwithstanding anything in this Agreement, County understands that Meridian Partners shall bear no responsibility for the performance, repair or warranty of any of County software or hardware products or any software, hardware product, or service provided to County by a third party outside of this project and County's sole remedies with regard to such products or service shall be against the third party provider.

8.2. ALL WARRANTIES PROVIDED HEREIN ARE PERSONAL TO, AND INTENDED SOLELY FOR THE BENEFIT OF, COUNTY AND DO NOT EXTEND TO ANY THIRD PARTY.

#### 9. PATENT AND COPYRIGHT INDEMNIFICATION

9.1. MERIDIAN PARTNERS shall defend The County or The County's Subsidiary as appropriate to the particular Services Schedule, or, at MERIDIAN PARTNERS's option, settle any claim that a deliverable, if any, or Service delivered hereunder infringes any United States patent, copyright or any trade secret, and MERIDIAN PARTNERS shall indemnify The County against all costs, damages and expenses finally awarded against The County which result from any such claim, provided that The County (i) notifies MERIDIAN PARTNERS promptly in writing of any such claim or proceeding, (ii) gives MERIDIAN PARTNERS full and complete authority, information, and assistance to defend such claim or proceeding, and (iii) gives MERIDIAN PARTNERS control of the defense of any such claim or proceeding and negotiations for its compromise or settlement, subject to the approval of The County, which approval shall not unreasonably be withheld. Should a deliverable, or any part thereof become, or in MERIDIAN PARTNERS's opinion be likely to become, the subject of a claim of pursuant to this Section, MERIDIAN PARTNERS, at MERIDIAN PARTNERS's expense, shall either procure for The County the right to continue using it, or replace or modify it so that it becomes non-infringing (provided that such modification or replacement does not materially degrade the quality or performance of the deliverable) or, after all reasonable attempts have been made with respect to the foregoing alternatives, to refund the service fee paid to MERIDIAN PARTNERS by The County for the particular deliverable out of which such claim may arise.

9.2. MERIDIAN PARTNERS shall have no liability or obligation with respect to any such claim based upon the combination of the deliverable with products or services not furnished by MERIDIAN PARTNERS and not disclosed to MERIDIAN PARTNERS in connection with the Services, or any addition to or modification of deliverable made by any person other than MERIDIAN PARTNERS. This Section states MERIDIAN PARTNERS's entire obligation and liability, and The County's sole remedy for infringement by any deliverable or the Services or the use thereof.

#### 10. INDEPENDENT CONTRACTOR

10.1. MERIDIAN PARTNERS is, and at all times during the life of this Agreement will remain. an independent contractor. MERIDIAN PARTNERS is not, and will not represent itself as an agent of The County. MERIDIAN PARTNERS is free to enter into similar agreements with others.

10.2 Personnel supplied by MERIDIAN PARTNERS will be deemed employees, agents, or subcontractors of MERIDIAN PARTNERS and will not for any purpose be considered employees or agents of The County. MERIDIAN PARTNERS assumes full responsibility for the actions of such personnel while performing Services pursuant to Service Schedules or other Attachments issued hereunder, and shall be solely responsible for their supervision, daily direction and control, payment of salary (including, if applicable, withholding of income taxes and social security), worker's compensation, disability benefits and the like. MERIDIAN PARTNERS will have an appropriate agreement with each of its employees or others whose service MERIDIAN PARTNERS may require sufficient to enable it to comply with all of the terms of this Agreement.

10.3. MERIDIAN PARTNERS shall comply with all applicable federal, state and local laws, regulations and ordinances regarding the provisions of this Agreement.



11. TERMINATION

11.1. This Agreement shall become effective on the date of execution of such by the parties and shall remain in effect unless terminated as provided herein.

11.2. Either party shall have the right to terminate this Agreement for convenience as specified in Section 1. "Term" of this agreement.

11.3. If either party shall fail to perform or shall be in breach of any of its obligations and shall have failed or been unable to remedy said failure or breach within fifteen (15) days after receipt of written notice from the non-defaulting party with respect thereto, the non-defaulting party may terminate this Agreement, upon issuance of notice.

11.4. For purposes of this Agreement, The County's failure to pay any-undisputed amounts when due shall constitute a material breach of this Agreement. MERIDIAN PARTNERS may, at its sole option, terminate this Agreement in accordance, or suspend all Services until all outstanding payments are received. Upon receipt of all such payments, services will be reinstated in progress, and all anniversary dates will not be affected by any such action. Disputed deliverables must be identified within 10 working days.

11.5. Without limiting any of the above provisions, in the event of termination as a result of The County's failure to comply with any of its obligations under this Agreement, The County shall continue to be obligated for any payments due, for Services performed up to the date of termination, including all service fees and expenses payable hereunder, which shall become immediately due and payable. Termination of this Agreement shall be in addition to and without limitation of any and all additional rights or remedies which MERIDIAN PARTNERS may have hereunder or at law or in equity. MERIDIAN PARTNERS will be obligated to pay all of the legal fees, costs and expenses incurred by The County in connection with the enforcement of its rights under this Agreement.

12. SURVIVING TERMS

12.1. The following provisions shall survive any expiration or termination of this Agreement 2. Payment 3. Confidential Information 4. Ownership 6. Warranties: Limitation of Liability 7. Patent and Copyright Indemnification 9. Independent Contractor 12. No-Solicitation 13. Dispute Resolution and 17. Governing Law.

13. NO-SOLICITATION

13.1. Unless otherwise agreed in writing by the parties, for the term of this Agreement, and for a period of twelve (12) months from any expiration or termination of this Agreement, The County agrees not to solicit recruit or hire, directly or through any third party, any employee or subcontractor of MERIDIAN PARTNERS.

14. DISPUTE RESOLUTION

14.1. The parties hereto will attempt to settle any claim or controversy arising out of or relating to this Agreement through consultation and negotiation in good faith and a spirit of mutual cooperation. In the event that a dispute or disagreement arises MERIDIAN PARTNERS's Project Manager and The County's Project Manager shall first attempt to settle such dispute between them. If the situation cannot be resolved to the satisfaction of both parties within ten (10) business days of written notice of the need to resolve the specific dispute or disagreement it shall be immediately referred in writing to the Executive Sponsors, provided below:

For Meridian Partners: Wil Martinez

For The County: George Tablack

The parties' Executive Sponsors shall resolve the dispute or disagreement within two (2) business days or such longer period as mutually agreed to in writing.

14.2. MERIDIAN PARTNERS and The County agree that it is the intention of both parties to resolve any and all claims or controversies arising out of or relating to this Agreement at the executive levels provided above. If the parties are not able to resolve any such claims or controversies, nothing in this Section shall be deemed to preclude either party's rights to pursue any other rights or remedies set forth herein or provided by statute, at law or in equity.

15. NOTICES

15.1. All notices or other communications required or contemplated herein shall be sufficient and deemed delivered if in writing and deposited with the United States Postal Service, postage prepaid via certified mail, addressed to the parties as set forth below, or to such other address as may be changed from time to time by notice duly given:

For Meridian Partners: Meridian Partners  
Attn: J.B. Aleman  
420 Lincoln Road Suite 324  
Miami Beach, FL 33139

For The County: George Tablack

16. FORCE MAJEURE

16.1. Neither party shall be liable for delays beyond their reasonable control, including, but not limited to acts of God, war, riot, epidemics, fire, flood, insurrection, acts of civil or military authorities, a failure of transportation or communications, parts shortages, or the failure of software or equipment, but nothing contained herein will authorize any delays in the payment for services and expenses previously rendered

by MERIDIAN PARTNERS to The County due under the terms hereof.

16.2.

17. GENERAL

17.1. Failure by either party to insist in any instance on strict conformance by the other to any term of this Agreement or failure by either party to act in the event of a breach shall not be construed as a consent to or waiver of any subsequent breach of the same or of any other term contained in this Agreement.

17.2. If any term or provision of this Agreement, or any Services Schedule, is held invalid, unenforceable or void for any reason, the remainder of the provisions of this Agreement and/or Services Schedule will continue in full force and effect.

17.3. This Agreement and the Service Schedules issued under it, is the entire agreement on this subject between the parties and supercedes all previous written or oral agreements on this subject between the parties or any of their officials or representatives.

17.4. It is expressly understood that either party has made no inducement to the other party to enter into this Agreement other than the terms of this Agreement.

17.5. With the exception of an assignment to an entity that acquires a party by merger or purchase of substantially all of such party's assets, this Agreement may not be assigned by either party without the prior written consent of the other party.

17.6. Neither this Agreement, nor any Services Schedule, may be modified or amended except via written Change Order signed by an authorized representative of both parties.

18. GOVERNING LAW

18.1. This Agreement shall be construed, and the legal relations between the parties hereto shall be determined, in accordance with the laws of the State of Alabama without regard to conflicts of laws. Statement of Compliance with Alabama Code Section 31-13-9.

By signing below, The County and MERIDIAN PARTNERS indicate that they agree to the terms of this Agreement. Once signed, any reproduction of this Agreement, an Attachment, or Transaction Document made by reliable means (e.g., photocopy or facsimile) is considered an original.

Jefferson County Commission

Meridian Partners

W. D. Carrington, President - Jefferson County Commission

Jose B. Aleman, Managing Partner

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

\_\_\_\_\_  
Oct-9-2012-827

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute agreements between Jefferson County, Alabama and the following schools/colleges/universities for Cooper Green Mercy Hospital to provide clinical education to students. These are no cost agreements.

- |  |   |
|--|---|
| a. Birmingham Southern College - Pre-Health                    | l. Oakwood University - Nutrition Science           |
| b. Fortis Institute - Nursing                                  | m. Samford University - Nursing                     |
| c. Geo Washington Carver HS - Health Science                   | n. Tuskegee University - Nursing                    |
| d. Herzing University - LPN                                    | o. Virginia College - Nursing (RN)                  |
| e. Herzing University - RN                                     | p. Virginia College - Medical Billing/Coding        |
| f. Jefferson State Comm College - Radiologic Technician        | q. Virginia College - Respiratory Therapy           |
| g. Jefferson State Comm College - Medical Lab                  | r. Virginia College - Diagnostic Medical Sonography |
| h. Jefferson State Comm College - Nursing                      | s. UAB - Medical Tech & Clinical Laboratory Science |
| i. Jefferson State Comm College - Physical Therapist Assistant | t. UAB - Physical Therapy                           |
| j. Lawson State Comm College - EMT                             | u. UAB - Nursing                                    |
| k. Lawson State Comm College - Nursing                         | v. UAB - Nuclear Medicine                           |

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

\_\_\_\_\_  
Oct-9-2012-828

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an amendment to the agreement between Jefferson County, Alabama d/b/a Cooper Green Mercy Hospital and Craneware, Inc. to extend completion date from March 31, 2011 to September 30, 2012 at no additional cost.

CONTRACT AMENDMENT

This contract amendment by and between Jefferson County Commission d/b/a Cooper Green Mercy Hospital, hereinafter referred to as "The Hospital," and CRANEWARE, hereinafter referred to as the "Contractor," is hereby effective on March 31, 2011 as follows and amends the agreement effective April 1, 2010.:

WITNESSETH:

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

WHEREAS, the Contractor desires to amend this Contract.

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

The Contract between the parties entered on the 6<sup>th</sup> day of July 2010, which was approved by the Jefferson County Commission on July 6, 2010, and recorded in Minute Book 160; Page(s) 171-174, is hereby amended as follows:

Section 5(i): Extend the completion date of this contract from March 31, 2011 to September 30, 2012.

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

Jefferson County Commission

Cooper Green Mercy Hospital

Sandra H Ilett, MD -CEO/Medical Director

W. D. Carrington President - Jefferson County Commission

Craneware

Gordon Craig, President

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

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Oct-9-2012-829

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama d/b/a Cooper Green Mercy Hospital and Radiometer America, Inc. to provide two (2) ABL 820 flex analyzers with supplies, reagents, services and controls for the period October 1, 2012 - September 30, 2015 in the amount of \$116,208 (\$38,736 each FY).

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

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Oct-9-2012-830

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 Birmingham Armored, Inc. to include additional deliveries from the Birmingham and Bessemer Tax Collectors offices for the period October, 2012 - February, 2013 in the amount of \$150 per month.

Contract Amendment No. 2

This Amendment to Contract entered into the 1<sup>st</sup> day of September, 2012, between Jefferson County, Alabama, hereinafter referred to as "the County," and Birmingham Armored Incorporated, hereinafter referred to as the "Contractor" to provide, armored car transportation services.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

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

This contract results from Jefferson County's request for Armored Car Transportation Services ITB #111-10. The Contract between the parties referenced above, which was approved by the Commission on September 13, 2011 and recorded in Minute Book 162, Pages

202-204, is hereby amended as follows:

- Amendment No. 2; Request for additional services to accommodate the Tax Collector offices in Bessemer and Birmingham. Beginning October 2, 2012 through February 28<sup>th</sup> (2013) daily pick-up and delivery of funds to Bryant Bank. The additional cost will be \$150.00 per month for a total of \$750.00.

Contract History

- Bid #111-10 awarded September 13, 2011
- Amendment No. 1; Begins the second year of services for \$337.94 per pick-up. This contract may be renewed for a third one year period.

The terms and conditions of Birmingham Armored Incorporated, dated August 27, 2012 is incorporated herein by reference and attached hereto.

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

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

CONTRACTOR

Jack D. Cagle

Birmingham Armored Incorporated

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

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Oct-9-2012-831

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission does hereby ratify the action taken by signature of three Commissioners (T. Joe Knight, George Bowman and James A. Stephens) approving the loan of one hundred (100) tables and two hundred fifty (250) chairs to the Jefferson County Emergency Management Agency for Community Awareness Day, October 4, 2012.

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

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Oct-9-2012-832

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-2012-014 The Church of Christ at Argo Park, owners; James Harbison, agent. Change of zoning on Parcel ID# 10-34-3-0-6.0 in

Section 34 Twp 15 Range 1 East from I-1 (Light Industrial) to INSTITUTIONAL-1 for a church. (Case Only: 8292 Micklewright Road, Trussville, AL 35173) (ARGO) (3.46 Acres M/L)

RESTRICTIVE COVENANT: Property shall be used in its present state of development, with any changes or improvements to be subject to the approval of the Department of Land Planning and Development Services.

Motion was made by Commissioner Stephens seconded by Commissioner Knight that Z-2012-014 be approved. Voting "Aye" Stephens, Knight, Bowman and Carrington.

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Oct-9-2012-833

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the liquor application submitted by McCalla Convenience Store, Inc., applicant; Amin Iqbal Issa, President/Store Manager; d/b/a Snack Shop located at 5972 Old Tuscaloosa Highway, McCalla, AL 35111 for an 050 - Retail Beer (off-premise) and 070 - Retail Wine (off-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 and Carrington.

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Oct-9-2012-834

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

#### AGREEMENT

##### RECITAL:

Alabama law requires Jefferson County to pay specified annual compensation to the Birmingham and Bessemer District Attorneys and their deputies. The law also requires the State to pay a portion of the compensation for the District Attorneys and for some of the Deputy District Attorneys. Where the compensation responsibility is divided between the County and the State, the Attorneys' pension membership is also divided between the County pension and the State pension. Through this Agreement, the parties establish an option for the District Attorneys and the Deputy District Attorneys to elect to have the County provided compensation, pension contribution and health insurance amounts for single or family coverage paid directly to the Office of Prosecution Services (OPS) and merged with the State provided compensation and paid to the Deputy District Attorney on the OPS payroll so that the entire compensation may be considered for the State pension.

##### WITNESSETH:

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

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

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

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

- 1) By execution below, the Deputy District Attorney hereby elects to have his County-provided compensation/benefits paid directly to the Office of Prosecution Services and merged with his State-provided compensation and paid to him on the OPS payroll.
- 2) By execution below, the District Attorney hereby endorses and approves the above election of the Deputy District Attorney.
- 3) The County hereby agrees to make monthly payments of the County-provided compensation/benefits directly to the Office of Prosecution Services for merger with the State-provided compensation and paid to the Deputy District Attorney on the OPS payroll.

- 4) The amount initially to be paid by the County is set out on the attachment. Provided however, the amounts shall be automatically amended to reflect changes in the compensation to be paid by the County; i.e., the annual step raises and promotions for Deputy District Attorneys and changes in insurance coverage and the amount paid by the State.
- 5) This Agreement may be terminated by any party upon two months prior written notice to the other parties.
- 6) The effective date of this Agreement shall be July 1, 1999, or upon the effective date of the undersigned DDA's election, if later.
- IN WITNESS WHEREOF, the parties have executed this Agreement as reflected below.

Date	JEFFERSON COUNTY, ALABAMA W. D. Carrington, President Jefferson County Commission
Date	Brandon K. Falls, District Attorney Birmingham Division
Date	Bailey Gladden, Deputy District Attorney Birmingham Division

AMENDMENT AGREEMENT

WITNESSETH

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

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

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

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

JEFFERSON COUNTY, ALABAMA  
W. D. Carrington, President  
Jefferson County Commission  
Brandon K. Falls, District Attorney  
Bailey Gladden, Deputy District Attorney

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

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Oct-9-2012-835

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Chief Financial Officer is authorized to prepare poll worker, canvassing board and poll site rental checks for the October 23, 2012, Special Election and if necessary, the December 11, 2012, Run-Off Election.

Jefferson County Probate Judge will authorize in writing the rates of pay for each regular worker as well as the canvassing workers. The Chairman of the Board of Registrars will authorize in writing the rented polling sites to be paid and the Chief Inspector of each polling location will certify to each worker's attendance at the polling location.

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

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Oct-9-2012-836

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request for compensation from Ricky Hill for serving as Absentee Elections Manger for the Special Election held on September 18, 2012 in the amount of \$9,200 (46 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 Stephens seconded by Commissioner Knight that the above resolution be adopted. Voting "Aye" Stephens, Knight, Bowman and Carrington.

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Oct-9-2012-837

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request for compensation from Earl Carter, Jr. for serving as Absentee Elections Manger for the Special Election held on September 18, 2012 in the amount of \$9,200 (46 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 Stephens seconded by Commissioner Knight that the above resolution be adopted. Voting "Aye" Stephens, Knight, Bowman and Carrington.

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Oct-9-2012-838

WHEREAS, the Birmingham Jefferson County Animal Control & Rescue Services has experienced several break-ins, with the last occurring Tuesday, August 21, 2012; and

WHEREAS, multiple company trucks have had their windows smashed and items stolen from the trucks; and

WHEREAS, the fence at the rear of the BJC Animal Control facility has been damaged and has partially collapsed; and

WHEREAS, Gardendale Fence and Construction has submitted a quote to replace the fence and expand the parking area in the amount of \$6,378.

NOW THERE FOR BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission does hereby acknowledge the request from Steve Smith, President of BJC Animal Control & Rescue Services, Inc. to pay Gardendale Fence and Construction Six Thousand Three Hundred Seventy Eight and No/100 (\$6,378.00) Dollars from the Animal Escrow Account for repair of fence and expansion of parking area at the BJC Animal Control facilities.

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

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Oct-9-2012-839

WHEREAS, Jefferson County has an Agreement with Greater Birmingham Habitat for Humanity for the development of affordable housing using Federal HOME funds; and

WHEREAS, a home has been developed under said Agreement at 4301 Lloyd Noland Parkway, Fairfield, Alabama 35064 and sold to Brandi Cato.

NOW, THEREFORE BE IT RESOLVED, by the Jefferson County Commission that the Commission President is authorized to sign the Loan Agreement for the above referenced homebuyer.

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

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Oct-9-2012-840

WHEREAS, a mortgage was executed by Jessie Mae Rowser, dated August 6, 1992, and recorded in LR 4342 page 403 in the Probate Office of Jefferson County, Alabama, Birmingham Division ; and

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

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

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

FULL SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That, the undersigned, W. D. Carrington, AS PRESIDENT OF JEFFERSON COUNTY COMMISSION FOR JEFFERSON COUNTY, ALABAMA, does hereby acknowledge full payment of the indebtedness secured by that certain Mortgage executed by Jessie Mae Rowser, dated August 6, 1992, and recorded in Real 4342 page 403, in the Probate Office of Jefferson County, Alabama, Birmingham Division and the undersigned does further hereby release and satisfy said Mortgage.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed on this the 9<sup>th</sup> day of October, 2012.  
JEFFERSON COUNTY, ALABAMA, a political subdivision of the State of Alabama

W. D. Carrington, President  
Jefferson County Commission

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

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Oct-9-2012-841

BE IT RESOLVED by the Jefferson County Commission that the Workforce Development Division of the Department of Community & Economic Development is authorized to establish a Petty Cash Fund in the amount of \$150.00 and to set the limit per ticket to \$100.00.

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

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Oct-9-2012-842

Whereas, the Workforce Investment Act of 1998 states that the governor shall designate local workforce investment areas in a state; and

Whereas, Jefferson County has been designated a Local Workforce Investment Area; and

Whereas, the majority of the members of the Board must be representatives of business in the local area; and

Whereas, the remaining members of the Board shall also include representative of local education entities, local school boards, post-secondary educational institutions, Labor organizations, community based organizations, economic development and one-stop partners; and

Whereas, the Chief Elected Official in a local area is authorized to appoint the members of the local board; and

Whereas, the Board Directors of the Jefferson County Workforce Investment Area is in need of new members to maintain compliance with the Workforce Investment Act of 1998; and

Whereas the following members are recommended for appointment: John Garrett, Chad Wegeman, and Wanda Hendrix.

Now be it resolved, that the Jefferson County Commission hereby appoints the aforementioned individuals to the Board of Directors of the Jefferson County Workforce Investment Board.

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

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Oct-9-2012-843

BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Youth Agreement with the JCCEO for Program Year 2011. JCCEO will use the Head Start Program to train, mentor, and provide internships and apprenticeships to the 50 participants. The agreement is in the amount of \$405,847.03 and is for the period October 15, 2012 through June 30, 2013.

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



Stephens, Knight, Bowman and Carrington.

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Oct-9-2012-844

BE IT RESOLVED by the Jefferson County Commission that the President is authorized to execute the Workforce Investment Act Youth Agreement with the Construction Education Foundation of Alabama (CEFA) for Program Year 2011. CEFA will teach NCCER Level 1 Carpentry with additional time spent on multiple trade training for 30 participants. The agreement is in the amount of \$123,041.00 and is for the period October 1, 2012 through June 30, 2013.

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

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Oct-9-2012-845

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No.1 to the agreement between Jefferson County, Alabama and Asset Works, Inc. to provide maintenance and support for Fleet Anywhere software for the period April 1, 2012 - March 31, 2013 in the amount of \$26,929.

CONTRACT NO: 00003735

Contract Amendment No. I

This Amendment to Contract entered into the 1<sup>st</sup> day of April, 2012 (the Effective Date), between Jefferson County, Alabama, hereinafter referred to as "the County, and AssetWorks, Inc, hereinafter referred to as the "Contractor" to provide maintenance and support for the Fleet Anywhere Software.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

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

This contract results from Jefferson County's Request for Bid No. 246-08. The original contract between the parties referenced above, which was approved by the Commission on May 24, 2011 and recorded in MB 161, Page 547-549 is hereby amended as follows:

Item 3. Amend Term of Contract: As of the Effective Date, the term of this contract shall extend until March 31, 2013.

Item 7. Amend Term of Compensation: \$ 26, 929.00

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

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

Jefferson County Commissioner

CONTRACTOR

R. D. Sadoo, Sr. Vice President

AssetWorks, Inc.

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

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Oct-9-2012-846

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

City of Bessemer Housing Authority

City of Warrior

City of Brighton

First United Presbyterian Church of Forestdale

City of Center Point	Hopewell Baptist Church
City of Clay	Jefferson County Committee for Economic Opportunity - Hoopersville
City of Fairfield	Jefferson County Committee for Economic Opportunity - Midfield
City of Fultondale	Jefferson County Committee for Economic Opportunity -St. Joseph
City of Fultondale - Mt. Olive Center	Jefferson County Housing Authority - Spring Gardens
City of Gardendale	Positive Maturity - Shepherd Center East
City of Graysville	St. John Baptist Church - Dolomite
City of Homewood	Titusville Development Corporation
City of Leeds	Town of Kimberly
City of Tarrant	Town of Sylvan Springs
City of Trussville - Parks & Recreation	Western Area Family Branch YMCA
City of Vestavia	

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

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Oct-9-2012-847

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 3 to the agreement between Jefferson County, Alabama by and through the Office of Senior Citizens Services and Alabama Aegis, Inc. to provide funding for case management and Alabama Cares-Grandparents Program for FY2012-2013 in the amount of \$176,125.

Contract Amendment No 3

This Amendment to Contract entered into this 1<sup>st</sup> day October, 2012 between Jefferson County, Alabama by and through the Office of Senior Citizens Services (OSCS), hereinafter referred to as "the County" and Alabama Aegis, Inc. referred to as the “Agency”.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Agency wishes to amend the Contract.

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

The Contract between the parties entered into on the 1<sup>st</sup> day of October, 2011, which was approved by the Commission and recorded in Minute Book 162; Page 376, is hereby amended as follows:

Services shall be extended for an additional year and shall commence on October 1, 2012 and end September 30, 2013.

ADDENDUM

Statement of Compliance with Alabama Code Section 31-13-9

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law of 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.

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

JEFFERSON COUNTY COMMISSION:

W. D. Carrington, President

AGENCY

Shirley D. Thames

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

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Oct-9-2012-848

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 3 to the agreement between Jefferson County, Alabama by and through the Office of Senior Citizens Services and Alzheimer’s of Central

Alabama to provide funding for caregiver respite and public education/information assistance for FY2012-2013 in the amount of \$134,198.75.

Contract Amendment No 3

This Amendment to Contract entered into this 1<sup>st</sup> day October, 2012 between Jefferson County, Alabama by and through the Office of Senior Citizens Services (OSCS), hereinafter referred to as "the County" and Alzheimer's of Central Alabama referred to as the "Agency".

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Agency wishes to amend the Contract.

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

The Contract between the parties entered into on the 1<sup>st</sup> day of October, 2011, which was approved by the Commission and recorded in Minute Book 162 page 376 - 377, is hereby amended as follows:

Services shall be extended for an additional year and shall commence on October 1, 2012 and end September 30, 2013.

ADDENDUM

Statement of Compliance with Alabama Code Section 31-13-9

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law of 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.

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

JEFFERSON COUNTY COMMISSION:

W. D. Carrington, President

AGENCY

Miller Piggott

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

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Oct-9-2012-849

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 3 to the agreement between Jefferson County, Alabama by and through the Office of Senior Citizens Services and Better Business Bureau to provide funding for information and education for seniors concerning scams, fraud, identity theft and other illegal activities for FY2012-2013 in the amount of \$40,000.

Contract Amendment No 3

This Amendment to Contract entered into this 1<sup>st</sup> day October, 2012 between Jefferson County, Alabama by and through the Office of Senior Citizens Services (OSCS), hereinafter referred to as "the County" and Better Business Bureau referred to as the "Agency".

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Agency wishes to amend the Contract.

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

The Contract between the parties entered into on the 1<sup>st</sup> day of October, 2011, which was approved by the Commission and recorded in Minute Book 162 page 377, is hereby amended as follows:

Services shall be extended for an additional year and shall commence on October 1, 2012 and end September 30, 2013.

ADDENDUM

Statement of Compliance with Alabama Code Section 31-13-9

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law of 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.

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

JEFFERSON COUNTY COMMISSION:

W. D. Carrington, President

AGENCY

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

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Oct-9-2012-85-

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 3 to the agreement between Jefferson County, Alabama by and through the Office of Senior Citizens Services and Collat Jewish Family Services to provide funding for coordination of a program for caregivers of non-dementia patients for FY2012-2013 in the amount of \$161,012.

Contract Amendment No 3

This Amendment to Contract entered into this 1<sup>st</sup> day October, 2012 between Jefferson County, Alabama by and through the Office of Senior Citizens Services (OSCS), hereinafter referred to as "the County" and Collat Jewish Family Services referred to as the "Agency".

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Agency wishes to amend the Contract.

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

The Contract between the parties entered into on the 1<sup>st</sup> day of October, 2011, which was approved by the Commission and recorded in Minute Book 162 page 377, is hereby amended as follows:

Services shall be extended for an additional year and shall commence on October 1, 2012 and end September 30, 2013.

ADDENDUM

Statement of Compliance with Alabama Code Section 31-13-9

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law of 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.

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

JEFFERSON COUNTY COMMISSION:

W. D. Carrington, President

AGENCY

Lauren Perlman

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

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Oct-9-2012-851

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 3 to the agreement between Jefferson County, Alabama by and through the Office of Senior Citizens Services and Seasoned Performers to provide funding for entertainment at senior centers and other senior organizations for FY2012-2013 in the amount of \$30,000.

Contract Amendment No 3

This Amendment to Contract entered into this 1<sup>st</sup> day October, 2012 between Jefferson County, Alabama by and through the Office of Senior Citizens Services (OSCS), hereinafter referred to as "the County" and Seasoned Performers referred to as the "Agency".

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Agency wishes to amend the Contract.

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

The Contract between the parties entered into on the 1<sup>st</sup> day of October, 2011, which was approved by the Commission and recorded in Minute Book 162 page 378, is hereby amended as follows:

Services shall be extended for an additional year and shall commence on October 1, 2012 and end September 30, 2013.

ADDENDUM

Statement of Compliance with Alabama Code Section 31-13-9

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law of 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.

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

JEFFERSON COUNTY COMMISSION:

W. D. Carrington, President

AGENCY

Barbara Sloan

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

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Oct-9-2012-852

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 3 to the agreement between Jefferson County, Alabama by and through the Office of Senior Citizens Services and Smart Moves a/k/a Jackie Talley to provide funding for exercise and health promotion in the senior centers and for other senior groups for FY2012-2013 in the amount of \$94,361.

Contract Amendment No 3

This Amendment to Contract entered into this 1<sup>st</sup> day October, 2012 between Jefferson County, Alabama by and through the Office of Senior Citizens Services (OSCS), hereinafter referred to as "the County" and Smart Moves a/k/a Jackie Talley referred to as the "Agency".

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Agency wishes to amend the Contract.

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

The Contract between the parties entered into on the 1<sup>st</sup> day of October, 2011, which was approved by the Commission and recorded in Minute Book 162 page 378 - 379, is hereby amended as follows:

Services shall be extended for an additional year and shall commence on October 1, 2012 and end September 30, 2013.

ADDENDUM

Statement of Compliance with Alabama Code Section 31-13-9

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law of 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.

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

JEFFERSON COUNTY COMMISSION:

W. D. Carrington, President

AGENCY

Jackie Talley - Smart Moves, LLC

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

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Oct-9-2012-853

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 3 to the agreement between Jefferson County, Alabama by and through the Office of Senior Citizens Services and Youth In Aging, Inc. to provide funding for health screening services, Health & Wellness Coordinator and case management for FY2012-2013 in the amount of

\$150,067.50.

Contract Amendment No 3

This Amendment to Contract entered into this 1<sup>st</sup> day October, 2012 between Jefferson County, Alabama by and through the Office of Senior Citizens Services (OSCS), hereinafter referred to as "the County" and Youth In Aging, Inc. referred to as the "Agency".

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Agency wishes to amend the Contract.

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

The Contract between the parties entered into on the 1<sup>st</sup> day of October, 2011, which was approved by the Commission and recorded in Minute Book 162 page 379, is hereby amended as follows:

Services shall be extended for an additional year and shall commence on October 1, 2012 and end September 30, 2013.

ADDENDUM

Statement of Compliance with Alabama Code Section 31-13-9

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law of 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.

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

JEFFERSON COUNTY COMMISSION:

W. D. Carrington, President

AGENCY

Antonio J. Williams

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

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Oct-9-2012-854

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 3 to the agreement between Jefferson County, Alabama by and through the Office of Senior Citizens Services and Choice Home Care to provide funding for homemaker and personal care services for FY2012-2013 in the amount of \$56,445.

Contract Amendment No 3

This Amendment to Contract entered into this 1<sup>st</sup> day October, 2012 between Jefferson County, Alabama by and through the Office of Senior Citizens Services (OSCS), hereinafter referred to as "the County" and Choice Home Care referred to as the "Agency".

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Agency wishes to amend the Contract.

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

The Contract between the parties entered into on the 1<sup>st</sup> day of October, 2011, which was approved by the Commission and recorded in Minute Book 162 Page 379 - 380, is hereby amended as follows:

Services shall be extended for an additional year and shall commence on October 1, 2012 and end September 30, 2013.

ADDENDUM

Statement of Compliance with Alabama Code Section 31-13-9

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law of 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.

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

JEFFERSON COUNTY COMMISSION:

W. D. Carrington, President

AGENCY

Janice A. Adams, Executive Director

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

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Oct-9-2012-856

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 3 to the agreement between Jefferson County, Alabama by and through the Office of Senior Citizens Services and Oxford Healthcare, Inc. to provide funding for homemaker and personal care services for FY2012-2013 in the amount of \$56,445.

Contract Amendment No 3

This Amendment to Contract entered into this 1<sup>st</sup> day October, 2012 between Jefferson County, Alabama by and through the Office of Senior Citizens Services (OSCS), hereinafter referred to as "the County" and Oxford Healthcare, Inc. referred to as the "Agency".

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Agency wishes to amend the Contract.

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

The Contract between the parties entered into on the 1<sup>st</sup> day of October 2011, which was approved by the Commission and recorded in Minute Book 162 Page 380, is hereby amended as follows:

Services shall be extended for an additional year and shall commence on October 1, 2012 and end September 30, 2013.

ADDENDUM

Statement of Compliance with Alabama Code Section 31-13-9

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law of 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.

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

JEFFERSON COUNTY COMMISSION:

W. D. Carrington, President

AGENCY

Ron Ford, Chief Executive Director

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

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Oct-9-2012-857

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No.3 to the agreement between Jefferson County, Alabama through the Office of Senior Citizen Services and Addus Health Care to provide homemaker and personnel care services for FY2012-2013 in the amount of \$41,934.

Contract Amendment No 3

This Amendment to Contract entered into this 1<sup>st</sup> day October, 2012 between Jefferson County, Alabama by and through the Office of Senior Citizens Services (OSCS), hereinafter referred to as "the County" and Addus Health Care referred to as the "Agency".

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Agency wishes to amend the Contract.

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

The Contract between the parties entered into on the 1<sup>st</sup> day of October, 2011, which was approved by the Commission and recorded in Minute Book 162 page 432, is hereby amended as follows:

Services shall be extended for an additional year and shall commence on October 1, 2012 and end September 30, 2013.

ADDENDUM

Statement of Compliance with Alabama Code Section 31-13-9

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration

law of 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.

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

JEFFERSON COUNTY COMMISSION:

W. D. Carrington, President

AGENCY:

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

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Oct-9-2012-858

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No.3 to the agreement between Jefferson County, Alabama through the Office of Senior Citizen Services and Continuous Care Services to provide homemaker and personnel care services for FY2012-2013 in the amount of \$41,934.

Contract Amendment No. 3

This Amendment to Contract entered into this 1<sup>st</sup> day October, 2012, between Jefferson County, Alabama by and through the Office of Senior Citizens Services (OSCS), hereinafter referred to as "the County", and Continuous Care Services, hereinafter referred to as the "Agency".

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Agency wishes to amend the Contract.

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

The Contract between the parties entered into on the 1<sup>st</sup> day of October, 2011, which was approved by the Commission and recorded in Minute Book 162; Page 433, is hereby amended as follows:

Services shall be extended for an additional year and shall commence on October 1, 2012 and end September 30, 2013.

ADDENDUM

Statement of Compliance with Alabama Code Section 31-13-9

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law of 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.

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

JEFFERSON COUNTY COMMISSION:

W. D. Carrington, President

AGENCY: Continuous Care Services

Stephanie Christian

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

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Oct-9-2012-859

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No.3 to the agreement between Jefferson County, Alabama through the Office of Senior Citizen Services and Woodbury Products, d/b/a DHP to provide supplies to Alabama Cares recipients for FY2012-2013 in the amount of \$58,100.

Contract Amendment No 3

This Amendment to Contract entered into this 1<sup>st</sup> day October, 2012 between Jefferson County, Alabama by and through the Office of Senior Citizens Services (OSCS), hereinafter referred to as "the County" and Woodbury Products, d/b/a DHP referred to as the "Agency".

WITNESSETH:



WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Agency wishes to amend the Contract.

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

The Contract between the parties entered into on the 1<sup>st</sup> day of October, 2011, which was approved by the Commission and recorded in Minute Book 162; Page 434, is hereby amended as follows:

Services shall be extended for an additional year and shall commence on October 1, 2012 and end September 30, 2013.

ADDENDUM

Statement of Compliance with Alabama Code Section 31-13-9

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law of 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.

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

JEFFERSON COUNTY COMMISSION:

W. D. Carrington, President

AGENCY:

Brian Darling

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

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Oct-9-2012-860

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No.3 to the agreement between Jefferson County, Alabama through the Office of Senior Citizen Services and Legal Services of Alabama to provide legal services to senior for FY2012-2013 in the amount of \$105,446.

Contract Amendment No. 3

This Amendment to Contract entered into this 1<sup>st</sup> day October, 2012, between Jefferson County, Alabama by and through the Office of Senior Citizens Services (OSCS), hereinafter referred to as "the County", and Legal Services of Alabama, hereinafter referred to as the "Agency".

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Agency Wishes to amend the Contract.

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

The Contract between the parties entered into on the 1<sup>st</sup> day of October, 2011, which was approved by the Commission and recorded in Minute Book 162; Page 433, is hereby amended as follows:

Services shall be extended for an additional year and shall commence on October 1, 2012 and end September 30, 2013.

ADDENDUM

Statement of Compliance with Alabama Code Section 31-13-9

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law of 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.

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

JEFFERSON COUNTY COMMISSION:

W. D. Carrington, President

AGENCY:

James H. Fry

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

Oct-9-2012-861

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Renewal Agreement between Jefferson County, Alabama and Youth In Aging - pay wages & benefits for Volunteer Coordinator SHIP Program for the period April 1, 2012 - March 30, 2013 in the amount of \$21,200.

RENEWAL AGREEMENTS

This is an amendment to the Contract by and between Jefferson County, Alabama through the Office of Senior Citizen Services; hereinafter called the "County" and Youth In Aging, hereinafter called the "Contractor"

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Agency Wishes to amend the Contract.

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

The contract between the parties which was approved by the Jefferson County Commission on November 23, 2010 and was recorded in Minute Book 161; Page 131 is hereby amended as follows:

This contract is amended to pay the salary of a Volunteer Coordinator for the SHIP Program to assist in outreach and enrollment in the CMS-Tier 1-4 zip code and to recruit and train volunteers to assist in the SHIP Program. The total amount of the contract is \$21,200 for the period beginning April 1, 2012 - March 30, 2013.

ADDENDUM

Statement of Compliance with Alabama Code Section 31-13-9

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law of 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.

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

JEFFERSON COUNTY COMMISSION:

W. D. Carrington, President

AGENCY:

Antonio Williams

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

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Oct-9-2012-862

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Jefferson County Council on Aging to pay wages and benefits of 26 senior adults to be placed in host agencies to be trained to re-enter the job market in the amount of \$275,792 (90% grant funds/10% in-kind match) for the period July 1, 2012 - September 30, 2013. (No Attachments or Exhibits given to Minute Clerk)

Contract # 00000818

Jefferson County Council on Aging

ADSS Title V Regular

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT entered into this 1<sup>st</sup> day of July 2012 by and between Jefferson County, Alabama, hereinafter called "the County", and Jefferson County Council on Aging, hereinafter called "the Contractor". The effective date of this agreement shall be July 1, 2012.

WHEREAS, the Contractor desires to contract for professional services for the Office of Senior Citizens Services, hereinafter called "the Office", and

WHEREAS, the Contractor desires to furnish said professional services to the County.

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

1. EMPLOYMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agree to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: The Contractor shall perform all necessary professional Services under this Contract as required by the Jefferson County Office of Senior Citizens as described in the Program Component (Attachment II) of this Contract.

3. TERMS OF AGREEMENT AND, AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render professional services to the Office at any time after the effective date of this Contract. This contract will be effective July 1, 2012 and will terminate on September 30, 2013; however, the contract may be extended, at the County's option. Provided, also, that the County may cancel upon 30 days written notice to the Contractor.
4. COMPENSATION: The Contractor shall be compensated for services as shown on Attachment I of this Contract. The total for the contract to June 30, 2013 is \$248,213.00 is federal fund with \$27,579.00 being non-federal. The Contractor shall submit to the Office monthly Reports (Exhibit I) for completion for work performed. The Contractor shall submit a monthly (SA-1) Report of Expenditure Request for Funds (Exhibit 1) unless other arrangements are made with the Office's Accounting Department.
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 all applicable federal, state and local taxes, etc. except for FICA taxes and Worker's Compensation which is part of the budget component shown of Attachment 1.
6. NON-DISCRIMINATION POLICY: Both parties agree that all services rendered under this contract will be done without regard to race, creed, color, and sex, national origin, or disability.
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 either party with a thirty (30) day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the County shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the CONTRACTOR of any liability to the County for damages sustained by virtue of a breach by the Contractor.
9. LIABILITY: The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so represent or hold them 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.
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 will be executed.
11. 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 benefits 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.

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

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.

Non-Assignment Clause: No portion of this contract may be sold, transferred or conveyed to a third party without the express written consent of the County. Should the County authorize the Contractor to subcontract (assign) any portion of this contract, the Contractor will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, Contractor 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 in part will result in termination of the contract and/or legal ramifications, due to nonperformance.

#### ADDENDUM

Statement of Compliance with Alabama Code Section 31-13-9

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration

law of 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.

Jefferson County Council on Aging  
W. T. Blake, Jr., Int. Executive Director

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

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

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Oct-9-2012-863

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Jefferson County Council on Aging to pay wages and benefits of 75 senior adults to be placed in host agencies to be trained to re-enter the job market in the amount of \$154,579 (90% grant funds/10% in-kind match) for the period July 1, 2012 - September 30, 2012. (No Attachments or Exhibits given to Minute Clerk)

Contract # 00000823

Jefferson County Council on Aging  
SSAI Title V Regular

#### CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT entered into this 1<sup>st</sup> day of July 2012 by and between Jefferson County, Alabama, hereinafter called "the County", and Jefferson County Council on Aging, hereinafter called "the Contractor". The effective date of this agreement shall be July 1, 2012.

WHEREAS, the Contractor desires to contract for professional services for the Office of Senior Citizens Services, hereinafter called "the Office", and

WHEREAS, the Contractor desires to furnish said professional services to the County.

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

1. EMPLOYMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agree to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: The Contractor shall perform all necessary professional Services under this Contract as required by the Jefferson County Office of Senior Citizens as described in the Program Component (Attachment II) of this Contract.
3. TERMS OF AGREEMENT AND, AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render professional services to the Office at any time after the effective date of this Contract. This contract will be effective July 1, 2012 and will terminate on September 30, 2012; however, the contract may be extended, at the County's option. Provided, also, that the County may cancel upon 30 days written notice to the Contractor.
4. COMPENSATION: The Contractor shall be compensated for services as shown on Attachment I of this Contract. The total for the contract to September 30, 2012 is \$174,840.00 of which \$154,579.00 is federal fund with \$20,261.00 being non-federal. The Contractor shall submit to the Office monthly Reports (Exhibit I) for completion for work performed. The Contractor shall submit a monthly (SA-1) Report of Expenditure Request for Funds (Exhibit 1) unless other arrangements are made with the Office's Accounting Department.
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 all applicable federal, state and local taxes, etc. except for FICA taxes and Worker's Compensation which is part of the budget component shown of Attachment 1.
6. NON-DISCRIMINATION POLICY: Both parties agree that all services rendered under this contract will be done without regard to race, creed, color, and sex, national origin, or disability.
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 either party with a thirty (30) day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the County shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the CONTRACTOR of any liability to the County for damages sustained by virtue of a breach by the Contractor.
9. LIABILITY: The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so represent or hold them 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.

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 will be executed.

11. 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 benefits 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.

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

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.

Non-Assignment Clause: No portion of this contract may be sold, transferred or conveyed to a third party without the express written consent of the County. Should the County authorize the Contractor to subcontract (assign) any portion of this contract, the Contractor will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, Contractor 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 in part will result in termination of the contract and/or legal ramifications, due to nonperformance.

#### ADDENDUM

Statement of Compliance with Alabama Code Section 31-13-9

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law of 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.

Jefferson County Council on Aging  
W. T. Blake, Jr., Int. Executive Director

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

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

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Oct-9-2012-864

WHEREAS, Jefferson County, for sub-grantee Agency Jefferson County Office of Senior Citizen Services (OSCS), is able participate in a grant from the Alabama Department of Senior Services (ADSS); and

WHEREAS, ADSS has awarded OSCS grant funds in the amount of \$18,023 to pay administrative costs for the Senior Medicare Patrol Program (SMPP) which educates Medicare/Medicaid beneficiaries on how to better monitor what is paid on their behalf, what to do about identified discrepancies and how to protect, detect and report Medicare fraud, waste and abuse and other services to seniors; and

WHEREAS, the grant requires a non-federal match of \$6,008.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION to accept grant funds in the amount of \$24,031 (\$18,023 federal funds/\$6,008 local match) to pay administrative costs related to the Senior Medicare Patrol Program.

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

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

Oct-9-2012-865

RESOLUTION OF THE JEFFERSON COUNTY COMMISSION

Whereas, on June 29, 2012, the United States Bankruptcy Court for the Northern District of Alabama (the "Bankruptcy Court") entered its *Memorandum Opinion On Net Revenues And Applicability of 11 U.S.C. § 928(b)* (the "Memorandum Opinion") in the adversary proceeding styled *The Bank of New York Mellon, et al. v. Jefferson County, Alabama (In re Jefferson County, Alabama)*, No. 12-00016-TBB (Bankr. N.D. Ala.) (the "Adversary Proceeding");

Whereas, on July 2, 2012, the Bankruptcy Court entered its *Order On Net Revenues And Applicability of 11 U.S.C. § 928(b)* (the "Order") in the Adversary Proceeding and in the County's main bankruptcy case, *In re Jefferson County, Alabama*, No. 11-05736-TBB (Bankr. N.D. Ala.) (the "Bankruptcy Case");

Whereas, the Memorandum Opinion and Order (together, and as they may be amended, the "Rulings") are adverse to the County in certain material respects and, in the judgment of the Jefferson County Commission (the "Commission"), are due to be appealed;

Whereas, on July 5, 2012, the County filed a motion for reconsideration (the "Reconsideration Motion") seeking reconsideration, clarification, or amendment of certain portions of the Rulings;

WHEREAS, on or about October 9, 2012, the Bankruptcy Court entered the *Agreed Order (I) Resolving Jefferson County's Motion For Reconsideration; (II) Reserving Certain Issues And Directing Entry Of Partial Final Judgment In AP 16; and (III) Establishing A Schedule In AP 67* (the "Agreed Order") in the Bankruptcy Case and the Adversary Proceeding, and a *Partial Final Judgment* (the "Judgment") in the Adversary Proceeding;

Whereas, the deadline to appeal the Rulings is 14 days from the Bankruptcy Court's entry of the Agreed Order and the Judgment; Whereas, Administrative Order 07-1 ("AO 07-1") of the Commission establishes a policy and procedure for the Commission to decide whether to appeal final judgments entered by state and federal trial courts;

Whereas, the Rulings constitute a final judgment for purposes of AO 07-1; and

Whereas, the Commission has determined in accordance with AO 07-1 that an appeal of the Rulings is necessary and appropriate;

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the County Attorney is authorized and directed (i) to file an appeal of the Rulings entered in the Adversary Proceeding and the Bankruptcy Case; (ii) to prosecute such appeal through all levels of reviewing courts; and (iii) to take all actions incident to the foregoing, including, without limitation, seeking leave to appeal in the Bankruptcy Case as a precautionary measure to assure appellate jurisdiction.

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

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

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

Thereupon the Commission Meeting was recessed.

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The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 9:00 a.m., Tuesday, October 23, 2012.

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President

ATTEST

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Minute Clerk

**END OF MINUTE BOOK 163**