

STATE OF ALABAMA)

JEFFERSON COUNTY) April 10, 2012

The Commission convened in regular session at the Birmingham Courthouse at 9:05 a.m., David Carrington, President, presiding and the following members present:

District 1 - George F. Bowman

District 2 - Sandra Little Brown

District 3 - James A. (Jimmie) Stephens

District 4 - Joe Knight

District 5 - David Carrington

Motion was made by Commissioner Stephens seconded by Commissioner Brown that the Minutes of March 27, 2012, be approved. Voting "Aye" Stephens, Brown, Bowman, Carrington and Knight.

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The Commission met in Work Session on April 3, 2012, and approved the following items to be placed on the April 10, 2012, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Item No. 1.
- Commissioner Brown, Community Service and Roads and Transportation Committee Items 1 through 10.
- Commissioner Carrington, Administrative Services Committee - Item No. 1.
- Commissioner Knight, Land Planning and Development Services, Emergency Management Agency, Board of Registrars and Courts, Inspection Services Committee Items 1 through 9.
- Commissioner Stephens, Finance & Information Technology Committee Items 1 through 12.

Commissioner Carrington stated that all five Commissioners had finished the fifty (50) hours of mandatory training for commissioners.

Commissioner Bowman asked to reconsider the opening of the Center Point Satellite Courthouse. He asked that the Commission not reopen this courthouse until additional personnel could be hired to man the windows. He said using existing personnel from the Birmingham and Bessemer Courthouses would not help the line situation occurring at these locations and would cause the same line problem at Center Point.

Deputy County Manager, Walter Jackson gave a brief report regarding the financial situation at Cooper Green Mercy Hospital. Sandrall Hullett, from Cooper Green reported on reductions in forces and about re-negotiations of certain contracts in order to save funds.

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

Apr-10-2012-229

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the liquor application submitted by Dolgencorp LLC, applicant; Susan Leigh Lanigan, Executive VP and General Council; David Mark Tehle, EVP and CFO; James William Thorpe, Senior VP and Manager; Teresa Clark, District Manager/Store Manager, d/b/a Dollar General Store #11948 located at 3150 Birminghamport Road, Birmingham, AL 35224, for an 050 - Retail Beer (Off Premise Only) and 070 - Retail Table Wine (Off Premise Only) license, be and hereby is approved.

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

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Apr-10-2012-230

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-2011-011 Lois P. Kirk, owner; Robert R. Murphy, agent. Change of zoning on Parcel ID# 14-4-4-2-1.1 in Sections 4 Twp 16 Range 3 West from R-1 (Single Family) to C-1 (Commercial) for a residentially-compatible office building only, no storage of cars for sale or wholesale. (Case Only: 5526 Sutherland Road; Mount Olive, AL 35117) (MOUNT OLIVE) (0.5 Acres M/L)

RESTRICTIVE COVENANTS: 1. a minimum 15-foot planted buffer shall be installed along the south property line where abutting residential properties; 2. all exterior lighting shall be directed downward onto the property, and away from any residential development; and, 3. complete construction plans must be submitted and approved prior to commencing any disturbance or development activity on either parcel, and before establishing any commercial activity on or use of the subject parcel. 4. the property is to be used for an office only; 5. the office structure to be placed on the property shall maintain a residential appearance; and, 6. there shall be no storage of vehicles for retail or wholesale sales

Motion was made by Commissioner Bowman seconded by Commissioner Knight that Z-2011-011 be approved subject to filing of covenants. Voting "Aye" Bowman, Knight, Brown and Carrington. Voting "Nay" Stephens.

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

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

Motion was made by Commissioner Knight seconded by Commissioner Brown that Z-2012-006 be approved subject to filing of covenants. Voting "Aye" Knight, Brown, Bowman, Carrington and Stephens

Z-2012-007 Norma Lee, David R. and Michelle C. Lawley, owners, Jeffrey E. Roper, agent; request a change of zoning on Parcel ID#s 27-04-4-0-3 & 3.1, in Section 04 Twp 18 Range 1 West from A-1 (Agricultural) to U-1 (Utilities) for a power substation. (Case Location: 2982 Grants Mill Road; Leeds, AL 35094) (REX LAKE) (3.25 Acres M/L)

RESTRICTIVE COVENANTS: 1. the site shall be developed with a maximum of two banks, as proposed and stated in the hearing; 2. there shall be no storage of vehicles or equipment on the premises; and, 3. development of the site shall comply with all applicable environmental regulations during construction; 4. any lighting of the facility shall be directed downward and away from residences and road right-of-ways.

Motion was made by Commissioner Brown seconded by Commissioner Stephens that Z-2012-007 be carried over for four (4) weeks. Voting "Aye" Brown, Stephens, Bowman, Carrington and Knight.

JEFFERSON COUNTY COMMISSION  
Finance Department  
Unusual Demands  
4/10/2012

DISTRICT 1	1000193	JEFFERSON CO TREASURER	STAMPS FOR SEWER BILLING AND LOCK FOR PARKING DECK	GEN SVCS: ADMIN	88.08	1900056769
DISTRICT 1	1000193	JEFFERSON CO TREASURER	LEATHER WRITING TABLET FOR DIRECTOR	GEN SVCS: ADMIN	20.49	1900058436
DISTRICT 1	1000193	JEFFERSON CO TREASURER	PRINTING FOR MORGUE SHEETS	CORONER/MED EXAM	234.00	1900058532
DISTRICT 1	1001891	ALABAMA MEDICAID AGENCY	MEDICAID CREDIT BALANCE OVERPAYMENT	CGH: ADMIN	4,060.60	1900056801
DISTRICT 1	1002559	ALLIANCE COMMUNITY CNTR	ELECTION CLEANUP	GEN SVCS: ELECTIONS	40.00	1900058575
DISTRICT 1	1003093	DAVID GARRISON	ELECTION CLEANUP	GEN SVCS: ELECTIONS	40.00	1900058501
DISTRICT 1	1003872	JAMES H MURRAY	ELECTION CLEANUP	GEN SVCS: ELECTIONS	40.00	1900058502
DISTRICT 1	1004424	SHIRIN BANU	EMPLOYEE REFUND FOR CERTIFICATIONS	CGH: AMBU CLINIC	6,308.00	1900056610
DISTRICT 1	1029166	PIA PAOLA EBREO AGAN	PATIENT CASH OVER REFUND	CGH: ADMIN	161.00	1900056807
*DISTRICT 1					10,992.17	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CDL FEES, STAMPS, ACCIDENT REPORT FEE	FLEET MGMT: ADMIN	43.80	1900056775
DISTRICT 2	1000193	JEFFERSON CO TREASURER	SWITCH FOR LAWN MOWER/ISOLATOR FOR WATER PUMP	R&T: HWAY MAINT-KET	27.08	1900056780
DISTRICT 2	1000193	JEFFERSON CO TREASURER	REIMBURSE HOLSTERS FOR PHONES FOR ROW AGENTS	R&T: RIGHT OF WAY	49.98	1900058453
DISTRICT 2	1000193	JEFFERSON CO TREASURER	PETTY CASH FOR KETONA	R&T: HWAY MAINT-KET	253.84	1900058590
DISTRICT 2	1006088	KEITH STROTHER	TRAVEL: K. STROTHER -REFUND SOUTHEASTEN EMPL. TRAI	ECON DEV WFORCE INVEST	80.46	1900058584
DISTRICT 2	1022636	ALABAMA ASSN OF AREA	2012 MEMBERSHIP DUES-A4A	SENIOR CITIZEN SERVICES	3,524.84	1900058566
DISTRICT 2	1028977	MARGARET CAMPBELL	REFUND FOR MARGARET CAMPBELL DEFERRED HOMELOAN	COMM DEV HR LN	315.60	1900056891
DISTRICT 2	1028996	SARAH KEY	REFUND HOME REHABILITATION LOAN	COMM DEV HR LN	72.77	1900056892
DISTRICT 2	1029300	SHAWNDRIKA COOK-DUFF	MILEAGE REIMBURSEMENT AMERICORP	SENIOR CITIZEN SERVICES	39.69	1900056845
*DISTRICT 2					4,408.06	
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REIMB. POSTAGE-BIRMINGHAM(P.O.BOX RENT)	REVENUE	10.00	1900056806
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REIMB. POSTAGE-BIRMINGHAM(TITLE APP) 54.80	REVENUE	70.56	1900056781
DISTRICT 3	1000193	JEFFERSON CO TREASURER	ALLEN: PHONE HOLDERS, SOFTWARE, CABLES	INFO TECH: TECH SVS	360.77	1900056777
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REIMB.-BIRMINGHAM GENERAL OFFICE SUPPLIES	REVENUE	7.64	1900056782
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REIMB. MILEAGE- ENF.EXAMINERS - FEB 2012	REVENUE	200.48	1900056783
DISTRICT 3	1001854	WESLEY SCOTT MOORE	REIMB. TRAVEL AUDIT-W. SCOTT MOORE 2/5-17/	REVENUE	56.27	1900058594
*DISTRICT 3					705.72	
DISTRICT 4	1000193	JEFFERSON CO TREASURER	TRAVEL - HORACE WALKER 2012 PHP SUMMIT REIMB.	EMA	16.00	1900056605
DISTRICT 4	1000193	JEFFERSON CO TREASURER	BASKETBALL FOR RESIDENTS	YOUTH DET: SUPPORT SVCS	149.96	1900056902
DISTRICT 4	1000193	JEFFERSON CO TREASURER	FOODSDRUGS; BASKET BALL;REMOTE FOR RESIDENTS	YOUTH DET: SUPPORT SVCS	132.49	1900056903
DISTRICT 4	1000193	JEFFERSON CO TREASURER	FREON	LAND DEVELOPMENT	32.99	1900056784
DISTRICT 4	1000193	JEFFERSON CO TREASURER	TRAVEL - ALLEN KNIPFHER E961 & #977 REIMB.	EMA	19.76	1900058445
DISTRICT 4	1000193	JEFFERSON CO TREASURER	FEMA DR-1971 POSTAGE	EMA - DISASTER RECOV	6.05	1900058568
DISTRICT 4	1000600	FAMILY COURT OF BHAM	REIMBURSEMENT TO REGULAR SUPPORT ACCOUNTS	FC CLERKS OFFICE	507.03	1900056619
*DISTRICT 4					864.28	
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BATTERY FOR CONTROLS,AC FILTERS,BELT DRESSING,BELT	ES: PKAGE WWTP/ PUMP STA	312.04	1900056901
DISTRICT 5	1000193	JEFFERSON CO TREASURER	THERMOSTAT FOR THE UV AIR	ES: TURKEY CRK WWTP	54.90	1900056603
DISTRICT 5	1000193	JEFFERSON CO TREASURER	AIR FILTERS FOR A/C UNITS AT PLANT	ES: CAHABA RIVER WWTP	47.40	1900056770
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CAR CHARGER FOR COUNTY PHONE	ES: CAHABA RIVER WWTP	25.95	1900056772
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BUSINESS CARDS, BOLTS	ES: TRUSSVILLE WWTP	59.32	1900056848
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BOUGHT A UPS FOR PHONE SYSTEM THAT WENT DOWN	ES: CAHABA RIVER WWTP	79.99	1900056771
DISTRICT 5	1000193	JEFFERSON CO TREASURER	STATE TAXES ON CHESWOOD PUMP STATION	ES: SANITATION ADMIN	100.00	1900056774
DISTRICT 5	1000193	JEFFERSON CO TREASURER	INK CARTRIDGE FOR OFFICE	ES: TURKEY CREEK WWTP	22.99	1900056763
DISTRICT 5	1000193	JEFFERSON CO TREASURER	FUSES FOR U.V.	ES: LEEDS WWTP	9.30	1900056749
DISTRICT 5	1000193	JEFFERSON CO TREASURER	ENTRANCE GATE REPAIR & HAND SANITIZER	ES: LEEDS WWTP	59.91	1900058446
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BELT BROKE IN PRESS BUILDING	ES: CAHABA RIVER WWTP	61.93	1900058447
DISTRICT 5	1000193	JEFFERSON CO TREASURER	OIL FILLER CONTAINER FOR PM'S	ES: CAHABA RIVER WWTP	42.84	1900058448
DISTRICT 5	1000193	JEFFERSON CO TREASURER	URINAL REPAIR KIT FOR OFFICE BATHROOM	ES: CAHABA RIVER WWTP	23.84	1900058449
DISTRICT 5	1000193	JEFFERSON CO TREASURER	USED PERSONAL VEHICLE TO PERFORM AWP/CA INSPECTIONS	ES: CAHABA RIVER WWTP	44.15	1900058450
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CAPACITOR FOR A/C UNIT	ES: CAHABA RIVER WWTP	1.36	1900058459
DISTRICT 5	1000193	JEFFERSON CO TREASURER	TAP FOR A/C LINE	ES: CAHABA RIVER WWTP	3.92	1900058458
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CHAIN SLING, CDL, TUBE,,ELECTRODE	ES: VILLAGE MAIN SHOP	666.18	1900058503
DISTRICT 5	1000193	JEFFERSON CO TREASURER	KEYS;GLUE;RETURN PRODUCT SHIPPING;POWER RELAY;	ES: FIVE MILE CREEK WWTP	158.15	1900058565
DISTRICT 5	1005112	KEITH WORSHAM	ASSESSOR REIM-KEITHWORSHAM-0212POLICELIEUTASSMNT	PER BD: TESTING	223.01	1900056762
DISTRICT 5	1024345	ANDREW LULL	ASSESSOR REIM-LULLANDREW-0212POLICELIEUTASSMNT	PER BD: TESTING	175.00	1900056713
DISTRICT 5	1024635	GREGORY SANDERS	ASSESSOR REIM-SANDERSGREGORY-0212POLICELIEUTASSMNT	PER BD: TESTING	175.22	1900056734
DISTRICT 5	1024706	VERONICA FERGUSON	ASSESSOR REIM-FERGUSONVERONIC-0212POLICELIEUTASSMNT	PER BD: TESTING	218.96	1900056701
DISTRICT 5	1024710	JAMIE HAMMOND	ASSESSOR REIM-HAMMONDJAMIE-0212POLICELIEUTASSMNT	PER BD: TESTING	175.00	1900056705
DISTRICT 5	1024717	MARK MOODY	ASSESSOR REIM-MARKMOODY-0212POLICELIEUTASSMNT	PER BD: TESTING	353.42	1900056732
DISTRICT 5	1027446	DELMA ALLEN	ASSESSOR REIM-ALLENDELMA-0212POLICELIEUTASSMNT	PER BD: TESTING	150.00	1900056700
DISTRICT 5	1027449	JOYCE JORDAN-SANDERS	ASSESSOR REIMJORDAN-SANDERSJOY0212POLICELIEUTASSMNT	PER BD: TESTING	257.03	1900056708
DISTRICT 5	1027451	KENNETH MILLER	ASSESSOR REIM-MILLERKENNETH-0212POLICELIEUTASSMNT	PER BD: TESTING	190.39	1900056730
DISTRICT 5	1027453	ALEXANDER MEARS	ASSESSOR REIM-MEARSALEXANDER-0212POLICELIEUTASSMNT	PER BD: TESTING	248.93	1900056728
DISTRICT 5	1027790	ELLIS SINCLAIR	ASSESSOR REIM-SINCLAIRELLIS-0212POLICELIEUTASSMNT	PER BD: TESTING	287.00	1900056752
DISTRICT 5	1029240	ANDRE ANDERSON	ASSESSOR REIM-JAMESBOHANNON-2012POLICESRGTASSMNT	PER BD: TESTING	231.38	1900058439
DISTRICT 5	1029241	JAMES BOHANNON	ASSESSOR REIM-JAMESBOHANNON-2012POLICESRGTASSMNT	PER BD: TESTING	125.00	1900058438
DISTRICT 5	1029242	TIM BURKETT	ASSESSOR REIM-TIMBURKETT-2012POLICESRGTASSMNT	PER BD: TESTING	125.00	1900058437
DISTRICT 5	1029243	JOHN CORBELLI	ASSESSOR REIM-JOHNCORBELLI-2012POLICESRGTASSMNT	PER BD: TESTING	175.00	1900058440
DISTRICT 5	1029244	PATRICK DOUGHERTY	ASSESSOR REIM-PATRICKDOUGHERTY-2012POLICESRGTASSMNT	PER BD: TESTING	125.00	1900056844
DISTRICT 5	1029245	PETER EDGETTE	ASSESSORREIM-PETEREDGETTE-2012POLICESRGTASSMNT	PER BD: TESTING	175.00	1900058441
DISTRICT 5	1029246	JOHNNY GANDY	ASSESSORREIM-JOHNNYGANDY-2012POLICESRGTASSMNT	PER BD: TESTING	175.00	1900058442
DISTRICT 5	1029247	RONALD GREEN	ASSESSORREIM-RONALDGREEN-2012POLICESRGTASSMNT	PER BD: TESTING	327.50	1900058443
DISTRICT 5	1029248	GUY GREENE	ASSESSOR REIM-GUYGREENE-2012POLICESRGTASSMNT	PER BD: TESTING	452.24	1900058444
DISTRICT 5	1029249	DAVID HUGHES	ASSESSORREIM-DAVIDHUGHES-2012POLICESRGTASSMNT	PER BD: TESTING	125.00	1900056843
DISTRICT 5	1029250	KEEMEIT JOHNSON	ASSESSORREIM-KEEMEITJOHNSON-2012POLICESRGTASSMNT	PER BD: TESTING	248.12	1900058504
DISTRICT 5	1029251	KEN KANGER	ASSESSORREIM-KENKANGER-2012POLICESRGTASSMNT	PER BD: TESTING	175.00	1900058505
DISTRICT 5	1029252	DAVID KENDZIORSKI	ASSESSORREIM-DAVIDKENDZIORSKI-2012POLICESRGTASSMNT	PER BD: TESTING	409.90	1900058506
DISTRICT 5	1029253	DIANE KENNY	ASSESSORREIM-DIANEKENNY-2012POLICESRGTASSMNT	PER BD: TESTING	175.00	1900058507
DISTRICT 5	1029256	CHARLES MAHONE	ASSESSORREIM-CHARLESMAHONE-2012POLICESRGTASSMNT	PER BD: TESTING	213.88	1900058508
DISTRICT 5	1029257	PAUL MANNING	ASSESSORREIM-PAULMANNING-2012POLICESRGTASSMNT	PER BD: TESTING	299.03	1900058509
DISTRICT 5	1029258	GARY MONTERVILLE	ASSESSORREIM-GARYMONTERVILLE-2012POLICESRGTASSMNT	PER BD: TESTING	522.71	1900058510
DISTRICT 5	1029259	DELORIS PATTERSON	ASSESSORREIM-DELORISPATTERSON-2012POLICESRGTASSMNT	PER BD: TESTING	170.25	1900058511
DISTRICT 5	1029260	ALAN RATTE	ASSESSORREIM-ALANRATTE2012POLICESRGTASSMNT	PER BD: TESTING	260.00	1900058524
DISTRICT 5	1029261	HAROLD ROCHON	ASSESSORREIM-HAROLDROCHON-2012POLICESRGTASSMNT	PER BD: TESTING	204.16	1900058523
DISTRICT 5	1029262	JOSEPH SAMPSON	ASSESSORREIMJOSEPHSAMPSON-2012POLICESRGTASSMNT	PER BD: TESTING	256.06	1900058525
DISTRICT 5	1029263	ALVIN SCHAWAPP	ASSESSORREIM-ALVINSCHWAPP-2012POLICESRGTASSMNT	PER BD: TESTING	332.15	1900058526
DISTRICT 5	1029264	LAURIE SCOTT	ASSESSORREIM-LAURIESCOTT-2012POLICESRGTASSMNT	PER BD: TESTING	257.96	1900058527
DISTRICT 5	1029265	ROHNNIE SHAW	ASSESSORREIM-ROHNNIESHAW-2012POLICESRGTASSMNT	PER BD: TESTING	290.72	1900058528
DISTRICT 5	1029266	DARLENE SMITH	ASSESSORREIM-DARLENESMITH-2012POLICESRGTASSMNT	PER BD: TESTING	326.69	1900058529
*DISTRICT 5					10,405.88	
**					27,376.11	

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

Apr-10-2012-231

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

DISPOSAL:

Information Technology

13000000210

IBM Server 45

Obsolete/No longer in use

13000000211	IBM Server 45	Obsolete/No longer in use
703456	DBI Fingerprint	Obsolete/No longer in use

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

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STAFF DEVELOPMENT

Individual Staff Development

Board of Equalization Keith Fravert Class - Alabama Assn. of Assessing Officials Birmingham, AL – March 8, 2012	(state funds)	\$50.00
Environmental Services Steve Kanady VmWare, vSphere: Install, Configure, Manage (V5) Atlanta, GA – April 29 - May 4, 2012		\$4,588.43
Revenue Bruce Thompson Tax Audit Dallas, TX – Mary 12-19, 2012		\$2,081.50
Charles Bell Tax Audit Hollywood, Port St. Lucie & Clearwater FL and Dothan, AL May 12-25, 2012		\$2,659.94
Demetrius Price Attend CROAA continuing education class Pelham, AL – April 11-13, 2012		\$195.00
Tax Assessor Cheryl Hoskins Personal Property Audits Class Montgomery, AL – June 3-8, 2012	(state funds)	\$910.13

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

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BUDGET TRANSACTIONS

A. POSITION CHANGES AND/OR REVENUE CHANGES

1. Emergency Management Agency \$501.60

Increase revenues and expenditures to record a reimbursement from the Alabama Department of Health for raining services rendered by EMA Duty Officer in February, 2012.

B. OTHER BUDGET TRANSACTIONS

2. Tax Collector \$6,038

Add purchasing memorandum to purchase a copier.

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

REQUEST FOR CERTIFICATIONS

Environmental Services - Shades Line Maintenance

Skilled Laborer - 4 regular positions

Environmental Services - Cahaba River WWTP

WWTP Operator II

Environmental Services - WWTP - Village Maintenance Shop

Senior WWTP Maintenance Worker

Motion was made by Commissioner Stephens seconded by Commissioner Bowman that the Request for Certifications be approved.

Voting "Aye" Stephens, Bowman, Brown, Carrington and Knight.

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BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, THAT THE FOLLOWING REPORT FILED BY THE PURCHASING DEPARTMENT BE, AND THE SAME HEREBY IS APPROVED. RECOMMENDATIONS FOR CONTRACTS ARE BASED UPON THE LOWEST BIDS MEETING SPECIFICATIONS.

For Week of 03/15/12 - 03/21/12

RECOMMENDED FOR:

1. ENVIRONMENTAL SERVICES VALLEY CREEK WWTP FROM KAMAN INDUSTRIAL TECHNOLOGIES, ATLANTA, GA, TO PURCHASE 12 INCH UHMW TROUGH LINERS (SIX (6) EACH, FREIGHT INCLUDED).  
SAP PURCHASE ORDER # 2000063495           \$6,935.04    TOTAL
2. GENERAL SERVICES: ADMINISTRATION FROM I C E INCORPORATED, BIRMINGHAM, AL, TO REPLACE ALBER BATTERY MONITOR SYSTEM ON UPS SYSTEM. SAP PURCHASE ORDER # 2000063500       \$7,980.00    TOTAL
3. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM DERRICK GOOCH D/B/A GOOCH PAINT AND BODY, BIRMINGHAM, AL, PURCHASE ORDER FOR REPAIR OF WRECK DAMAGE TO COUNTY VEHICLE.  
SAP PURCHASE ORDER # 2000063509           \$6,474.42    TOTAL
4. ENVIRONMENTAL SERVICES PACKAGED PUMP STATION MAINTENANCE FROM BEN ATKINSON MOTORS INCORPORATED, TALLASSEE, AL, PURCHASE ORDER FOR 2012 FORD F-550 TRUCK WITH CRANE BODY.  
SAP PURCHASE ORDER # 2000063514           \$69,402.00   TOTAL        STATE OF ALABAMA CONTRACT # T193A
5. COOPER GREEN MERCY HOSPITAL FROM BECKMAN COULTER, BREA, CA, TO PAY INVOICE NO. 7103507 FOR METER BILLING FOR INSTRUMENTS FOR THE PMOD OF 1/21/12 - 2/21/12; TO PAY INVOICE NO. 102740536 FOR ACCESS WASH BUFFER; TO PAY INVOICE NO. 102742375 FOR ACCESS B12 AND ACCESS SYSTEM CHECK SOLN.  
SAP PURCHASE ORDER # 2000063565           \$14,335.11   TOTAL
6. COOPER GREEN MERCY HOSPITAL: DATA PROCESSING FROM PC MALL GOV, MANASSAS, VA, TO PURCHASE TWENTY-FIVE (25) SCANNERS FOR THE MEDSPHERE (OPENVISTA) EMR SYSTEM PROJECT.  
SAP PURCHASE ORDER # 2000063634           \$10,590.25   TOTAL
7. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM MANTEK, BIRMINGHAM, AL, OPEN BID TYPE PURCHASE ORDER FOR PARTS WASHING EQUIPMENT RENTAL ON AS NEEDED BASIS FOR THE PERIOD OF 4/1/12-9/30/12. SAP PURCHASE ORDER # 2000063666       \$10,695.60   TOTAL        REFERENCE BID # 206-10
8. ENVIRONMENTAL SERVICES: TRUSSVILLE WWTP FROM ACE INDUSTRIES, NORCROSS, GA, FOR THREE (3)-TON ELECTRIC CHAIN HOIST - HARRINGTON MODEL NER030L. SAP PURCHASE ORDER # 2000063706  
\$5,987.00    TOTAL
9. EMERGENCY MANAGEMENT AGENCY (EMA) FROM MCPHERSON OIL COMPANY, BIRMINGHAM, AL, OPEN BID TYPE PURCHASE ORDER FOR GASOLINE ON AS NEEDED BASIS FOR THE PERIOD OF 4/1/12 - 9/30/12.  
SAP PURCHASE ORDER # 20000633710       \$5,000.00    TOTAL        REFERENCE BID # 110-10
10. ENVIRONMENTAL SERVICES: TRUSSVILLE WWTP FROM JIM HOUSE AND ASSOCIATES, BIRMINGHAM, AL, FOR RAS PUMP ROTATING ASSEMBLY, WEAR PLATE, AND O-RINGS. SAP PURCHASE ORDER # 2000063731  
\$5,899.25    TOTAL
11. GENERAL SERVICES FROM SHERWIN WILLIAMS, BIRMINGHAM, AL, TO AWARD CONTRACT FOR REPETITIVE PAINT AND RELATED ITEMS PURCHASE FOR THE PERIOD OF 4/1/12 - 3/31/13.  
PREVIOUS VENDOR HISTORICAL SPEND    \$40,000.00   TOTAL        REFERENCE BID # 79-12

12. JEFFERSON COUNTY USER DEPARTMENTS AND PACA MEMBERS FROM DIXIE STORE FIXTURES AND SALES COMPANY INCORPORATED, BIRMINGHAM, AL, TO AWARD BID FOR SMALLWARES-KITCHEN RELATED ITEMS - PACA SCHOOLS AND JEFFERSON COUNTY USING DEPARTMENTS. REFERENCE BID # 88-12 \$0.00 TOTAL
13. COOPER GREEN MERCY HOSPITAL: DATA PROCESSING FROM MEDICAL INFORMATION TECH, CHICAGO, IL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PROVIDE MAINTENANCE AND SUPPORT FOR THE MEDITECH SYSTEM FOR THE PERIOD OF 2/1/12 - 2/29/12. SAP PURCHASE ORDER # 2000060949 \$40,000.00 TOTAL REFERENCE BID # 138-07
14. ROADS AND TRANSPORTATION FROM HELENA CHEMICALS, CHANGE ORDER REQUEST TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR HERBICIDE CHEMICALS. CONTRACT APPROVED BY COMMISSION ON 12/13/11. SAP PURCHASE # 2000061468 \$25,000.00 TOTAL REFERENCE BID # 3-12R
15. COOPER GREEN MERCY HOSPITAL (CENTRAL SUPPLY) FROM UNIVERSAL HOSPITAL SERVICES, MINNEAPOLIS, MN, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PAY PAST DUE INVOICES FOR HOSPITAL EQUIPMENT RENTAL. SAP PURCHASE ORDER # 2000060882 \$8,000.00 TOTAL HOSPITAL GENERATED CONTRACT.

For Week of 03/22/12 - 03/28/12

RECOMMENDED FOR:

1. EMERGENCY MANAGEMENT AGENCY (EMA) FROM DONNIE'S PAINT AND BODY, TRUSSVILLE, AL, PURCHASE ORDER TO REPAIR F-350 TRUCK DAMAGED IN THE JANUARY 2012 TORNADO. SAP PURCHASE ORDER # 2000063735 \$5,654.85 TOTAL
2. ENVIRONMENTAL SERVICES - FIVE MILE CREEK FROM GENERAL MACHINERY, BIRMINGHAM, AL, TO PURCHASE PROGRAMMED LOGIC CONTROLLER EQUIPMENT. SAP PURCHASE ORDER # 2000063739 \$5,188.39 TOTAL
3. TAX ASSESSOR: BESSEMER FROM TECH DEPOT, TRUMBULL, CT, TO PURCHASE FIFTEEN (15) SIGNATURE PADS FOR E-RING PROJECT. SAP PURCHASE ORDER # 2000063742 \$7,862.40 TOTAL
4. ECONOMIC DEVELOPMENT - WORKFORCE FROM CTB MCGRAW HILL, CAROL STREAM, IL, TO PURCHASE TEN (10) TABE PC SOFTWARE ADMINISTRATION TO PROVIDE TESTING AND SCORING SERVICES FOR ASSESSMENT OF WIA PARTICIPANTS. SAP PURCHASE ORDER # 2000063770 \$9,225.00 TOTAL REFERENCE BID # 32-11
5. ENVIRONMENTAL SERVICES - FIVE MILE CREEK WWTP FROM TRIPLE S SEVERE SERVICE SPECIALISTS, TRUSSVILLE, AL, TO PURCHASE ELECTRIC OPERATORS AND VALVE STEMS TO EXISTING TELESCOPIC VALVES FOR THE JEFFERSON COUNTY WATER TREATMENT PLANT PRUDES CREEK. SAP PURCHASE ORDER # 2000063636 \$17,239.00 TOTAL REFERENCE BID # 98-12
6. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM MEDRAD, INC, PITTSBURGH, PA, TO PURCHASE ANGIOJET SUPPLIES FOR COOPER GREEN MERCY HOSPITAL AS DESCRIBED ON PURCHASE ORDER. SAP PURCHASE ORDER # 2000063785 \$12,951.00 TOTAL AMERINET CONTRACT # VH29500 Xt VH21 500
7. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM THE MCPHERSON COMPANIES INCORPORATED, BIRMINGHAM, AL, TO AWARD BID FOR OILS AND LUBRICANTS ON AS NEEDED BASIS FOR THE PERIOD OF 4/1/12 - 3/31/13. ESTIMATED HISTORICAL SPEND \$136,000.00 TOTAL REFERENCE BID # 76-12
8. ROADS AND TRANSPORTATION BESSEMER AND KETONA HIGHWAY MAINTENANCE FROM VULCAN MATERIALS, BIRMINGHAM, AL, TO AWARD BID FOR GRAVEL AND RIP RAP PRODUCTS ON AS NEEDED BASIS FOR THE PERIOD OF 4/1/12 - 3/31/13. ESTIMATED HISTORICAL SPEND \$110,000.00 TOTAL REFERENCE BID # 91-12
9. ROADS AND TRANSPORTATION BESSEMER AND KETONA HIGHWAY MAINTENANCE FROM WADE SAND & GRAVEL, BIRMINGHAM, AL, TO AWARD BID FOR GRAVEL AND RIP RAP PRODUCTS ON AS NEEDED BASIS FOR THE PERIOD OF 4/12 - 3/31/13. ESTIMATED HISTORICAL SPEND \$70,000.00 TOTAL REFERENCE BID # 91-12
10. INFORMATION SERVICES ADMINISTRATION FROM GHA TECHNOLOGIES INCORPORATED, MADISON, WI, TO PURCHASE APPLICATION PROGRAM MONITOR LICENSES. SAP PURCHASE ORDER # 200063889 \$8,446.00 TOTAL

REPORTED FOR:

1. COOPER GREEN MERCY HOSPITAL - PHARMACY FROM UNIFORMS SUPPLIES DIRECT, COLUMBUS, GA, TO PAY INVOICE FOR PHARMACY STAFF LADY UNIFORMS. SAP PURCHASE ORDER # 2000063829 \$711.45 TOTAL
2. TAX ASSESSOR - BESSEMER FROM BIRMINGHAM RUBBER STAMP, BIRMINGHAM, AL, TO PAY INVOICE FOR EIGHT (8) RUBBER STAMPS FOR MAPPING. SAP PURCHASE ORDER # 2000063837 \$117.00 TOTAL
3. PROBATE COURT FROM ELECTION SYSTEM SOFTWARE, BIRMINGHAM, AL, TO PAY INVOICE FOR SUPPLIES

- ORDERED FOR ELECTION 3/14/2012. SAP PURCHASE ORDER # 2000063823      \$207,925.00    TOTAL
4. COOPER GREEN MERCY HOSPITAL ADMINISTRATION FROM 3M HEALTH INFORMATION SYSTEMS, MARRAY, UT, TO COVER INVOICE FOR MEDICAL NECESSITY DICTIONARIES SOFTWARE THAT COMPILES, MAINTAINS AND SUPPORTS MEDICARE PART A AND B LOCAL MEDICAL REVIEW POLICIES TO DETERMINE MEDICAL NECESSITY, APPROPRIATE TESTS AND SERVICES. SAP PURCHASE ORDER # 2000063894      \$9,184.76    TOTAL  
REFERENCE INVOICE # WP07172
5. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM C R BARD, MURRAY HILL, NJ, TO PAY FOR ADDITIONAL ITEMS ADDED TO PURCHASE ORDER BY VINCENT DALLAS OF CGMH CENTRAL SUPPLY.  
SAP PURCHASE ORDER # 2000063784      \$5,790.00    TOTAL

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

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Apr-10-2012-232

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Encumbrance Reports for the week of 3/14/12 - 3/21/12 and 3/22/12 - 3/28/12, be and hereby is approved as reported.

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

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Apr-10-2012-233

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Cooperative Agreement between Jefferson County, Alabama and The Regional Planning Commission of Greater Birmingham for sharing of GIS data and associated technology.

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

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Apr-10-2012-234

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute a Non-Disclosure and Data License Agreement between Jefferson County and Hazen and Sawyer, PC authorizing the use of Geographical Information Systems digital products and services in accordance with the approved County GIS fee schedule.

JEFFERSON COUNTY GEOGRAPHIC INFORMATION SYSTEMS  
NON-DISCLOSURE AND DATA LICENSE AGREEMENT

IN CONSIDERATION of the payment by Hazen and Sawyer, PC the LICENSEE of the applicable fees in accordance with the Jefferson County Geographic Information Systems fee schedule, Jefferson County hereby licenses and lets unto the following LICENSEE the use, for its own purposes and no other, of selected digital data elements as described below.

This LICENSE is subject to the following conditions and provisions:

A) The LICENSE hereby granted is for the use of the LICENSEE for its internal purposes only and may not be assigned, granted, sold, transferred, or in any other way made available to any other individual, firm, company, corporation or government or governmental agency without the specific written consent of Jefferson County.

B) The digital data elements licensed hereby are without any warranty whatsoever, express or implied, or for any particular purpose whatsoever and are accepted by LICENSEE "as is."

C) The term of this LICENSE shall be indefinite. Provided however, LICENSOR may terminate this LICENSE for breach of any of its conditions or provisions by delivery to LICENSEE of a written notice of termination. Upon such termination LICENSEE shall immediately return to LICENSOR all elements and items licensed hereby and all copies thereof. LICENSEE shall not be entitled to any

refund of fees. LICENSEE shall be liable to LICENSOR for all damages resulting to or incurred by LICENSOR from the breach hereof.

GIS DIGITAL PRODUCTS AND SERVICES LICENSED HEREBY:

GIS Data and Services

Executed on the dates reflected below by the duly authorized representatives of the parties hereto.

JEFFERSON COUNTY, ALABAMA

CONTRACTEE

W. D. Carrington, President

Jefferson County Commission

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

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Apr-10-2012-235

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 Shadow Soft, LLC to provide maintenance and support of the Red Hat Linux software for the period April 6, 2012 - April 5, 2013 in the amount of \$650.31.

CONTRACT NO.: 3583

CONTRACT AMENDMENT NO. 1

This Amendment to Contract entered into the 15<sup>th</sup> day of February 2012 between Jefferson County, Alabama, hereinafter referred to as "the County", and Shadow Software, LLC hereinafter referred to as the "Contractor" to provide Maintenance for Red hat Enterprise Linux software support.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

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

The Contract between the parties referenced above, which was approved by the Commission on March 8, 2011 and recorded in Minute Book 161, Page 337 - 339 is hereby amended as follows:

ITEM 2. AMEND SCOPE OF SERVICES:

PRODUCT DESCRIPTION

ANNUAL PRICE

RED HAT ENTERPRISE LINUX STANDARD (UP TO 2 SOCKETS)

\$ 650.31

ITEM 3. AMEND TERM OF CONTRACT: 4/6/2012 - 4/5/2013

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

JEFFERSON COUNTY COMMISSION

W: D. Carrington, President

Jefferson County Commission

CONTRACTOR

Nick Marcarelli

Shadow-Soft LLC Representative

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

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Apr-10-2012-236

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an amendment to the agreement between Jefferson County, Alabama and Terumo, Inc. to provide additional funds for purchase of glidewires and caths for peripheral application through July 12, 2012 in the amount of \$20,000.

Contract ID: CON-00003737

Bid: 117-11

AMENDMENT TO CONTRACT



This is an Amendment to the Contract by and between Jefferson County, Alabama (hereinafter called "the County") and TERUMO, INC. (hereinafter called "Terumo").

WITNESSETH:

WHEREAS, the County desires to amend the contract; and

WHEREAS, the Contractor wishes to amend the contract.

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

The contract between the parties which was approved by the Jefferson County Commission on July 12, 2011, at M.B. 162, Pg. 33-36, is hereby amended as follows:

- To provide additional funds for the remainder of the contract period through 7/12/2012 in the amount of \$20,000.00 for Glidewires and Caths for Peripheral Application.

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

Sandra Hullett

CEO/Medical Director

JEFFERSON COUNTY, ALABAMA

W. D. Carrington

Commission President

CONTRACTOR:

\_\_\_\_\_  
TMC Representative

Terumo Medical Corporation

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

\_\_\_\_\_  
Apr-10-2012-237

WHEREAS, the Board of Registrars requests approval to change the polling location of Birmingham International Church, Precinct 4705, located at 1380 Montgomery Hwy, Birmingham, 35216 to Horizon Church located at 2345 Columbiana Road, Birmingham, 35216; and

WHEREAS, the change is needed because of the traffic congestion on Montgomery Hwy with no traffic signal access into and out of Birmingham International Church which poses a danger to motorists and pedestrians; and

WHEREAS, the distance between both locations is two miles and Horizon Church has traffic signal access, a flat parking lot and plenty of handicap parking to accommodate all voters.

NOW, THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, that the request from the Board of Registrars to change the polling location of Birmingham International Church to Horizon Church, be and hereby is approved.

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

\_\_\_\_\_  
Apr-10-2012-238

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and the Board of Trustees of the University of Alabama, for the University of Alabama at Birmingham (UAB) to provide management and staffing of the Adolescent Mentoring Program at Family Court for FY2011-2012 in the amount of \$120,131.

CLARITY NO. 3236

INTERAGENCY AGREEMENT

THIS AGREEMENT entered into this 22<sup>nd</sup> day of September 2011, by and between Jefferson County, Alabama, hereinafter called "the County", and the Board of Trustees of the University of Alabama, for the University of Alabama at Birmingham, hereinafter called "the Contractor". The effective date of this agreement shall be October 1, 2011.

WHEREAS, the County desires to contract for mentoring for Family Court; and

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

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

1. **ENGAGEMENT OF CONTRACTOR:** The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. **SCOPE OF SERVICES:** The Contractor shall provide the following services to Jefferson County:
  - Develop and management of the Family Court Adolescent Mentoring Program
  - Staffing including one Program Administrator and one Case Manager
  - Recruitment, screening, training and management of the volunteer mentors
  - Maintain a mentor and mentee database
  - Facilitate regular meetings of the program Oversight Group
  - Provide ongoing program evaluation
  - Provide quarterly and annual program reports as agreed upon between the Family Court and program staff
  - Provide such services at the campus of the Family Court in space provided by the Jefferson County Commission.
  - Provide all clerical support for the services at no cost to the Jefferson County Commission
3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to render substance abuse services to the County beginning on the effective date of this Contract. The completion date of all services under this Contract is September 30, 2012. It is understood that each party shall evaluate whether it wishes to continue to contract for these services after the period of this agreement and a separate written agreement must be executed between the parties to continue the contractual relationship.
4. **COMPENSATION:** The Contractor shall be compensated for services rendered under the terms and conditions of this contract not to exceed the maximum amount of \$120,131.00 as specified in Appendix A which is made a part of this agreement by reference. The Contractor will submit a monthly itemized invoice adjusted for services not actually provided. Funds for this will be paid from a grant to Jefferson County Commission from the Alabama Department of Youth Services.
5. **ASSIGNMENT:** No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize the 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, the 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 part, will result in termination of the contract and/or legal ramifications, due to nonperformance
6. **GOVERNING LAW/DISPUTE RESOLUTION:** The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, 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.
7. **STATEMENT OF CONFIDENTIALITY:** Contractor agrees that any information accessed or gained in performance of those duties will be maintained in absolute confidence and will not be released, discussed, or made known to any party or parties for any reason whatsoever, except as required in the conduct of duties required, or where disclosure is required by law or mandated by a court of law.
8. **INDEPENDENT CONTRACTOR:** The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for Workmen's Compensation, FICA taxes, Occupational Taxes, all applicable federal, state and local taxes, etc. and that the County will not be obligated for same under this contract.
9. **NON-DISCRIMINATION POLICY:** The Jefferson County Commission is strongly committed to equal opportunity in solicitation of /TB's and RFP's. The County encourages bidders and proposers to share this commitment. Each bidder submitting a proposal agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate against any person otherwise qualified solely because of race, creed, sex, national origin or disability. (Sign attached Jefferson County's Alabama Equal Employment Opportunity Certification Form)
10. **MISCELLANEOUS REQUIREMENTS:** Upon execution of this contract, the Contractor shall furnish the Jefferson County Finance Department with information required for Form 1099 reporting and other pertinent data required by law.
11. **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.
12. **LIABILITY:**
  - A. 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.

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

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

B. The County and UAB recognize that, in order for professional liability coverage to be provided for activities pursuant to this Agreement, it is necessary for each to have access to normal investigation information for specific incidents which may give rise to a claim being filed against either party. Therefore, each party shall notify the other of such events and each party agrees to cooperate with the other in investigation and/or processing of such incidents and/or claims.

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

Client: Family Court  
120 2<sup>nd</sup> Ct. N.

Birmingham, AL 35204

Copy to: Jefferson County Commission  
Finance Department  
716 N Richard Arrington Jr. Blvd  
Suite 820  
Birmingham, AL 35203

Copy to: Jefferson County Commission  
Purchasing Department  
716 N Richard Arrington Jr. Blvd  
Suite 830  
Birmingham, AL 35203

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: The University, an agency of the State of Alabama, agrees to be responsible for any and all third-party claims that arise as a result of negligent acts and omissions of UAB, its officers, employees and agents in the performance of the work that is the subject of this agreement. UAB maintains a formal self-insurance program to cover claims against the Institution and its employees, with limits of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate

(Note\* UAB, a division of the Board of Trustees of The University of Alabama, a state agency, cannot waive immunity conferred by Ala. Const. Article 1 & 14. The exclusive forum in which a claim can be asserted against UAB is the State of Alabama Board of Adjustment. UAB maintains self-insurance coverage applicable to the negligent acts and omissions of its officers and employees, which occur within the scope of their employment by UAB. UAB has no insurance coverage applicable to third-party acts. Omissions or claims, and can undertake no obligation that might create a debt on the State Treasury. UAB is a state agency and is not subject to the Workmen's Compensation Act. UAB maintains equivalent on the job coverage and a long-term disability program.)

16. HOLD HARMLESS AND INDEMNIFICATION: UAB is a state institution and is constrained by Alabama State Law in its ability to indemnify and hold harmless another entity. The exclusive forum in which a claim can be asserted against UAB is the State of Alabama Board of Adjustment. UAB maintains self-insurance coverage applicable to the negligent acts and omissions of its officers and employees, which occur within the scope of their employment by UAB. UAB has no insurance coverage applicable to third-party acts, omissions or claims, and can undertake no obligation that might create a debt on the State Treasury.

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

or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.

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.

CONTRACTOR:	JEFFERSON COUNTY, ALABAMA
Lynn W. Stedman, MBA	W. D. Carrington, President
Director, Office of Sponsored Programs	Jefferson County Commission

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

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Apr-10-2012-239

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and the Board of Trustees of the University of Alabama, for the University of Alabama at Birmingham (UAB) to provide adolescent substance abuse services at Family Court for FY2011-2012 in the amount of \$206,041.

CLARITY NO. 3272

#### INTERAGENCY AGREEMENT

THIS AGREEMENT entered into this 22<sup>nd</sup> day of September 2011, by and between Jefferson County, Alabama, hereinafter called "the County", and the Board of Trustees of the University of Alabama, for the University of Alabama at Birmingham, hereinafter called "the Contractor". The effective date of this agreement shall be October 1, 2011.

WHEREAS, the County desires to contract for substance abuse services for Family Court; and

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

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

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

2. SCOPE OF SERVICES:

The Contractor shall provide the following services to the Jefferson County Commission on an as need basis:

- Case management and assessment services to be staffed by one program coordinator, two case mgr and 1 FTE Research Interviewer.
- Screening and assessment of clients
- Recommendations for appropriate level of services
- Urinalysis
- Serve as a liaison for referrals to community agencies for substance abuse counseling/treatment
- Subsidized outpatient treatment at UAB Beacon Addiction Treatment Center (BATC)
- Transportation for UAB BATC outpatient clients who don't qualify for Medicaid/All Kids
- Weekly Prevention Classes.
- Weekly staffing with case management and therapeutic staff.
- Maintenance of databases for reporting and research purposes.
- Monthly and annual reports
- Case management for Treatment level clients and for Drug Court.
- Referral to residential treatment when appropriate.
- Collection of client fees as ordered (client fees collected in connection with the programs supported by this contract shall be accounted for, carried forward and used only for these programs).
- Office hours equal to 8 hrs./day, Monday-Friday in office space provided on the campus of Family Court by the County
- All clerical support for the program

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render substance abuse services to the County beginning on the effective date of this Contract. The completion date of all services under this Contract is September 30, 2012. It is understood that each party shall evaluate whether it wishes to continue to contract for these services after the period

of this agreement and a separate written agreement must be executed between the parties to continue the contractual relationship.

4. **COMPENSATION:** The Contractor shall be compensated for services rendered under the terms and conditions of this contract not to exceed the maximum amount of \$206,041.00 as specified in Attachment A which is made a part of this agreement by reference. The Contractor will submit a monthly itemized invoice adjusted for services not actually provided. Funds for this will be paid from a grant to Jefferson County Commission from the Alabama Department of Youth Services.

5. **ASSIGNMENT:** No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize the 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, the 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 part, will result in termination of the contract and/or legal ramifications, due to nonperformance.

6. **GOVERNING LAW/DISPUTE RESOLUTION:** The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, 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.

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

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

9. **NON-DISCRIMINATION POLICY:** The Jefferson County Commission is strongly committed to equal opportunity in solicitation of /TB's and RFP's. The County encourages bidders and proposers to share this commitment. Each bidder submitting a proposal agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate against any person otherwise qualified solely because of race, creed, sex, national origin or disability.

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

11. **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.

12. **LIABILITY:**

A. 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.

UAB, a division of The Board of Trustees of the University of Alabama, a state agency, cannot waive immunity conferred by Ala. Const. Art 1§ 14. The exclusive forum in which a claim can be asserted against UAB is the State of Alabama Board of Adjustment. UAB maintains self-insurance coverage applicable to the negligent acts and omissions of its officers and employees, which occur within the scope of their employment by UAB. UAB has no insurance coverage applicable to third-party acts, omissions or claims, and can undertake no obligation that might create a debt on the state treasury.

B. The County and UAB recognize that, in order for professional liability coverage to be provided for activities pursuant to this Agreement, it is necessary for each to have access to normal investigation information for specific incidents which may give rise to a claim being filed against either party. Therefore, each party shall notify the other of such events and each party agrees to cooperate with the other in investigation and/or processing of such incidents and/or claims.

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

Client: Family Court  
120 2<sup>nd</sup> Ct. N.

Birmingham, AL 35204

Copy to: Jefferson County Commission

Finance Department

716 N Richard Arrington Jr. Blvd

Suite 820  
Birmingham, AL 35203

Copy to: Jefferson County Commission  
Purchasing Department  
716 N Richard Arrington Jr. Blvd  
Suite 830  
Birmingham, AL 35203

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: The University, an agency of the State of Alabama, agrees to be responsible for any and all third-party claims that arise as a result of negligent acts and omissions of UAB, its officers, employees and agents in the performance of the work that is the subject of this agreement. UAB maintains a formal self-insurance program to cover claims against the Institution and its employees, with limits of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate

(Note\* UAB, a division of the Board of Trustees of The University of Alabama, a state agency, cannot waive immunity conferred by Ala. Const. Article 1 & 14. The exclusive forum in which a claim can be asserted against UAB is the State of Alabama Board of Adjustment. UAB maintains self-insurance coverage applicable to the negligent acts and omissions of its officers and employees, which occur within the scope of their employment by UAB. UAB has no insurance coverage applicable to third-party acts. Omissions or claims, and can undertake no obligation that might create a debt on the State Treasury. UAB is a state agency and is not subject to the Workmen's Compensation Act. UAB maintains equivalent on the job coverage and a long-term disability program.)

16. HOLD HARMLESS AND INDEMNIFICATION: UAB is a state institution and is constrained by Alabama State Law in its ability to indemnify and hold harmless another entity. The exclusive forum in which a claim can be asserted against UAB is the State of Alabama Board of Adjustment. UAB maintains self-insurance coverage applicable to the negligent acts and omissions of its officers and employees, which occur within the scope of their employment by UAB. UAB has no insurance coverage applicable to third-party acts, omissions or claims, and can undertake no obligation that might create a debt on the State Treasury.

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

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.

CONTRACTOR:	JEFFERSON COUNTY, ALABAMA
Lynn W. Stedman, MBA	W. D. Carrington, President
Director, Office of Sponsored Programs	Jefferson County Commission

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

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Apr-10-2012-240

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and the Board of Trustees of the University of Alabama, for the University of Alabama at

Birmingham (UAB) to provide management and staffing of the Electronic Monitoring Program at Family Court for FY2011-2012 in the amount of \$331,140.

CLARITY NO. 3273

#### INTERAGENCY AGREEMENT

THIS AGREEMENT entered into this 22<sup>nd</sup> day of September 2011, by and between Jefferson County, Alabama, hereinafter called "the County", and the Board of Trustees of the University of Alabama, for the University of Alabama at Birmingham, hereinafter called "the Contractor". The effective date of this agreement shall be October 1, 2011.

WHEREAS, the County desires to contract for electronic monitoring services for Family Court; and

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

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: The Contractor shall provide the following services to the Jefferson County Commission:

##### A. Staffing Plan:

The Contractor will provide staffing consistent with the needs of the court that will assure 24/7/365 coverage for an on-site Electronic Monitoring Program for the Birmingham and Bessemer Family Courts. Supervision of the program will be provided by a Program Manager and Program Administrator with experience in juvenile justice program development and management. In-office hours will be 6:30 A.M. to 5:00 P.M. as requested by the Family Court. Hours will be extended to 10:00 P.M. if building security is reinstated. On-call/home office coverage will be provided for the remainder of the twenty-four (24) hour period.

Adequate staffing will be in place to provide the following services:

- Respond to needs of court and implement court orders in a timely manner
- Perform risk assessments and enrollments as needed
- Track and interpret equipment signals
- Log daily recordings of client movement
- Document approved activities of clients
- Establish direct contact with parties to the juvenile case
- Maintain contact and consultation with juvenile and guardians involved in program for enrollment, violation investigation and termination purposes
- Interact with vendor databases to monitor client's activities, equipment reports, and equipment maintenance
- Interact with employment, school and community services for client status
- Attend court hearings when necessary
- Elicit and attain pick-up orders when necessary
- Maintenance of records, databases and files
- Provide feedback and outcome data to court
- Maintenance of appropriate policies and procedures to meet the needs of the court.
- Ability to maintain and monitor up to 150 active clients

Contractor will provide a total of six (6) full-time and two (2) part-time staff with a float pool of per hour, partially-benefitted staff to provide coverage on an as needed basis. ;Full time and part time staff will consist of the following:

- One full-time Program Mgr
- One full-time Program Adm. I
- Three full-time day staff (one serving as Bessemer Liaison)
- One full-time Data Analyst
- One part-time, week-night staff
- One part-time, week-end staff
- Three float pool

Benefits for full-time and part-time staff will be provided by the Contractor as dictated by the corresponding job classification. 1,100 float pool hours will be budgeted for as needed coverage.) Positions will be filled to meet the needs of the current client caseload. All budgeted positions and float pool coverage hours may not be utilized unless the caseload reaches 150 and maximum coverage is required for adequate coverage. If excessive pool hours are utilized on a consistent basis due to a high caseload, then 1,100 pool hours may be converted to a part-time benefitted position at the request of the Family Court to provide more consistent staffing.

##### B. Programs Evaluation Methodology and Expected Outcome Measurements

Contractor will provide the Family Court with monthly and a more comprehensive quarterly data report detailing current enrollment

and monthly activity regarding new enrollments, terminations, violations and absence from residence without permission and/or removal of equipment (AWOL). The report will also include the risk status of the clients, referral offence, placement justification and monthly EM usage by each probation officer. Contractor will also provide an annual report designed to meet the needs of the Court.

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render electronic monitoring services to the County beginning on the effective date of this Contract. The completion date of all services under this Contract is September 30, 2012. It is understood that each party shall evaluate whether it wishes to continue to contract for these services after the period of this agreement and a separate written agreement must be executed between the parties to continue the contractual relationship.

4. COMPENSATION: The Contractor shall be compensated for services rendered under the terms and conditions of this contract not to exceed the maximum amount of \$331,140.00 as specified in Attachment A which is made a part of this agreement by reference. The Contractor will submit a monthly itemized invoice adjusted for services not actually provided.

5. ASSIGNMENT: No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize the 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, the 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 part, will result in termination of the contract and/or legal ramifications, due to nonperformance.

6. GOVERNING LAW/DISPUTE RESOLUTION: The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, 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.

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

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

9. NON-DISCRIMINATION POLICY: The Jefferson County Commission is strongly committed to equal opportunity in solicitation of/TB's and RFP's. The County encourages bidders and proposers to share this commitment. Each bidder submitting a proposal agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate against any person otherwise qualified solely because of race, creed, sex, national origin or disability.

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

11. 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.

12. LIABILITY:

A. 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.

UAB, a division of The Board of Trustees of the University of Alabama, a state agency, cannot waive immunity conferred by Ala. Const. Art 1§ 14. The exclusive forum in which a claim can be asserted against UAB is the State of Alabama Board of Adjustment. UAB maintains self-insurance coverage applicable to the negligent acts and omissions of its officers and employees, which occur within the scope of their employment by UAB. UAB has no insurance coverage applicable to third-party acts, omissions or claims, and can undertake no obligation that might create a debt on the state treasury.

B. The County and UAB recognize that, in order for professional liability coverage to be provided for activities pursuant to this Agreement, it is necessary for each to have access to normal investigation information for specific incidents which may give rise to a claim being filed against either party. Therefore, each party shall notify the other of such events and each party agrees to cooperate with the other in investigation and/or processing of such incidents and/or claims.

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

Client: Family Court



120 2<sup>nd</sup> Ct. N.  
Birmingham, AL 35204

Copy to: Jefferson County Commission  
Finance Department  
716 N Richard Arrington Jr. Blvd  
Suite 820  
Birmingham, AL 35203

Copy to: Jefferson County Commission  
Purchasing Department  
716 N Richard Arrington Jr. Blvd  
Suite 830  
Birmingham, AL 35203

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: The University, an agency of the State of Alabama, agrees to be responsible for any and all third-party claims that arise as a result of negligent acts and omissions of UAB, its officers, employees and agents in the performance of the work that is the subject of this agreement. UAB maintains a formal self-insurance program to cover claims against the Institution and its employees, with limits of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate

(Note\* UAB, a division of the Board of Trustees of The University of Alabama, a state agency, cannot waive immunity conferred by Ala. Const. Article 1 & 14. The exclusive forum in which a claim can be asserted against UAB is the State of Alabama Board of Adjustment. UAB maintains self-insurance coverage applicable to the negligent acts and omissions of its officers and employees, which occur within the scope of their employment by UAB. UAB has no insurance coverage applicable to third-party acts. Omissions or claims, and can undertake no obligation that might create a debt on the State Treasury. UAB is a state agency and is not subject to the Workmen's Compensation Act. UAB maintains equivalent on the job coverage and a long-term disability program.)

16. HOLD HARMLESS AND INDEMNIFICATION: UAB is a state institution and is constrained by Alabama State Law in its ability to indemnify and hold harmless another entity. The exclusive forum in which a claim can be asserted against UAB is the State of Alabama Board of Adjustment. UAB maintains self-insurance coverage applicable to the negligent acts and omissions of its officers and employees, which occur within the scope of their employment by UAB. UAB has no insurance coverage applicable to third-party acts, omissions or claims, and can undertake no obligation that might create a debt on the State Treasury.

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

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.

CONTRACTOR:  
Lynn W. Stedman, MBA  
Director, Office of Sponsored Programs

JEFFERSON COUNTY, ALABAMA  
W. D. Carrington, President  
Jefferson County Commission

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

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Apr-10-2012-241

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

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

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

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

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Apr-10-2012-242

AMENDING COMMUNITY DEVELOPMENT PROGRAMS

WHEREAS, the Housing and Community Development Act of 1974, as amended, provides that an Urban County may make application to the U.S. Department of Housing and Urban Development for Community Development Block Grants; and

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) has accepted Jefferson County and municipal consortium members located therein, as a fully qualified Urban County for Community Development Block Grants, Emergency Shelter Grants, Emergency Solutions Grants, and the HOME Program; and

WHEREAS, Jefferson County desires to amend its Community Development Statement of Objectives and Projected Use of Funds for the Program Years 2005 through 2011 of its Five-Year Consolidated Plan and One-Year Action Plans to allow for those changes described in the attached pages, those pages being a part of this resolution; and

WHEREAS, Jefferson County has held a public hearing in accordance with HUD regulations and its Citizen Participation Plan and has actively solicited the participation of municipal authorities and citizens throughout the County, and that said amendment has been prepared in a manner that meets or exceeds all known federal, state, and local requirements and regulations.

NOW, THEREFORE, BE IT RESOLVED by the County Commission of Jefferson County, Alabama, that the Jefferson County Community Development Programs for the 2005 and 2010 Five-Year Consolidated Plans and One-Year Action Plan for the years 2005 through 2011, is hereby amended as said above.

BE IT FURTHER RESOLVED that the President of the County Commission is authorized and hereby directed to execute, sign all applications forms and certifications and submit to the U.S. Department of Housing and Urban Development (HUD) the Amended Statements of Community Development Objectives and Projected Use of Funds and the Amended Consolidated Action Plan for Community Development programs.

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

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Apr-10-2012-243

WHEREAS, Jefferson County has received a grant from the U. S. Environmental Protection Agency for Special Appropriation Water Infrastructure; and

WHEREAS, Jefferson County Office of Community & Economic Development is authorized to submit an application to EPA for a Water System Improvements project on behalf of the City of Brighton in the amount of \$260,674; and

WHEREAS, the local match of \$213,279 will be provided by the Bessemer Utilities Board.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized to execute the federal grant application, certifications, and documents.

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

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Apr-10-2012-244

WHEREAS, a mortgage was executed by Sherita Thomas for the purchase of a property at 5311 Belrosa Terrace, Fairfield, Alabama 35064 and recorded on December 11, 2001 in Instrument No. 20016316401 in the Probate Office of Jefferson County, Alabama, Bessemer Division; and

WHEREAS, the owner(s) have fulfilled all obligations stipulated in the mortgage and have not defaulted on said mortgage.

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

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

FULL SATISFACTION OF RECORDED MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That, for a valuable consideration, in hand paid by Sherita Thomas, the said Jefferson County, Alabama, a political subdivision of the State of Alabama, does hereby release the hereinafter particularly described property from the lien of that certain mortgage executed by Sherita Thomas, which said mortgage was recorded in the Office of the Judge of Probate of JEFFERSON County, Alabama, Bessemer Division, in Book LR 200163 page 6401, and for said consideration, the receipt of which is hereby acknowledged, the undersigned does hereby release and remise all our right, title and interest in and to the following described property situated in Jefferson County, Alabama, Bessemer Division, to-wit:

All of Lot 4 and a part of Lot 5, Block 53-A, according to Tennessee Land Company's Resurvey of Blocks 53-A, 54 & 55, as recorded in Map Book 2, Page 73, in the Office of the Judge of Probate, Jefferson County, Alabama, being more particularly described as follows: Begin at the South most corner of said Lot 4 and run Northwesterly along the Southwest line of said Lot 4 for 80.00 Ft. to a point on the Easterly Right of Way line of Belrosa Terrace: Thence Turn 90°00'00" Right and run Northeasterly along said Right of Way line for 80.00 Ft; Thence Turn 90°00'00" Right and run Southeasterly for 80.00 Ft. to a point on the Southeast line of said Lot 5; Thence turn 90°00'00" Right and run 80.00 Ft. to the Point of Beginning.

IN WITNESS WHEREOF, the undersigned W. D. Carrington, as President of County Commission of Jefferson County, Alabama, a political subdivision of the State of Alabama, has caused these presents to be executed this 10<sup>th</sup> day of April, 2012.

JEFFERSON COUNTY, ALABAMA, a political subdivision of the State of Alabama  
W. D. Carrington  
President of the County Commission

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

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Apr-10-2012-245

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

Recommended by: E. Wayne Sullivan. P E. Director/County Engineer  
Department: Roads & Transportation  
Date: March 16, 2012  
Purpose: Payment to Judge of Probate - Bessemer -- Motion to Dismiss  
Case No. 44664 -- In the matter of Condemnation  
Jefferson County v. 2901 Morgan (Bessemer) One, LLC, et al.  
Project No. STPBH-7002(600) -Tract No. 1 Morgan Road Widening  
Price: \$316.00  
Pay to the order of: Judge of Probate  
Mailing Address: Probate Ct.

Bessemer, AI. 35020

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

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

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Apr-10-2012-246

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

Recommended by: E. Wayne Sullivan. P E. Director/County Engineer  
Department: Roads & Transportation  
Date: March 21, 2012  
Purpose: Payment to Judge of Probate - Bessemer -- Cost Bill  
Case No. 44934 -- In the matter of Condemnation  
Jefferson County v. Donald L. Shiver, et al.  
Project No. STPBH-7002(600) -Tract No. 38 Morgan Road Improvements  
Price: \$293,765.48  
Pay to the order of: Judge of Probate  
Mailing Address: Probate Ct.  
Bessemer, AI. 35020

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

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

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Apr-10-2012-247

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

Recommended by: E. Wayne Sullivan. P E. Director/County Engineer  
Department: Roads & Transportation  
Date: March 21, 2012  
Purpose: Payment to Judge of Probate - Bessemer -- Cost Bill  
Case No. 44935 -- In the matter of Condemnation  
Jefferson County v. Estate of Jean I. Hails  
Project No. STPBH-7002(600) -Tract No. 34 Morgan Road Improvements  
Agent: Alan K. Dodd

Price: \$31,954.28  
Pay to the order of: Judge of Probate  
Mailing Address: Probate Ct.  
Bessemer, AL 35020

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

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

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Apr-10-2012-248

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

Recommended by: E. Wayne Sullivan, P E. Director/County Engineer  
Department: Roads & Transportation  
Date: March 23, 2012  
Purpose: Payment to Judge of Probate - Bessemer -- Cost Bill  
Case No. 44875 -- In the matter of Condemnation  
Jefferson County v. Rebecca A. Wilson Seales, et al.  
Project No. STPBH-7002(600) -Tract No. 40 Morgan Road Improvements  
Price: \$35,817.92  
Pay to the order of: Judge of Probate  
Mailing Address: Probate Ct.  
Bessemer, AL 35020

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

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

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Apr-10-2012-249

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that upon the recommendation of the Director of the Department of Roads and Transportation that the President is hereby authorized to execute the Certificate of Title for a vehicle (No. 45406859) for a 1993, Model So Life Mobile Home acquired by Jefferson County on the Morgan Road Improvements Project. As per Federal Regulations, all structures purchased on this project must be placed out to the public "for sale" before demolition. A bid was placed in the amount of \$2,000 by Joseph Todd and a \$500.00 down payment was accepted. Upon approval of the Certificate of Title, Jefferson County can move to close on the sale of referenced Mobile Home – Tract No. 29.001 of Morgan Road.

Motion was made by Commissioner Stephens seconded by Commissioner Bowman that the above resolution be adopted. Voting

“Aye” Stephens, Bowman, Brown, Carrington and Knight.

Communication was read from Roads & Transportation recommended the following;

1. AT&T Corporation to install 71' of aerial and buried cable at 500 Poplin Lane in Genery/Hoover.
2. AT&T Corporation to install 533' of buried cable at 700 Milner Drive in Sandusky.
3. AT&T Corporation to install 1,144' of buried cable at 3990 Woodhaven Road is Genery/Hoover.
4. AT&T Corporation to install 889' of buried cable in McCalla Trace Subdivision in Hueytown.
5. Warrior River Water Authority to install 3,100' of 6" water main on Glaze Creek Road.

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

Apr-10-2012-250

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 Neel Schaffer, Inc. to extend contract for the for the widening of Caldwell Mill Road from Heatherwood Drive to Acton Road project to March 1, 2013 at no additional cost.

AMENDMENT NO. 2 TO AGREEMENT TO PROVIDE  
 JEFFERSON COUNTY DEPARTMENT OF ROADS AND TRANSPORTATION  
 THE DESIGN AND PRODUCTION OF COMPLETE ROAD AND BRIDGE PLANS FOR THE  
 WIDENING OF CALDWELL MILL ROAD FROM HEATHERWOOD DRIVE TO ACTON ROAD

This document shall AMEND the Scope of the Original AGREEMENT, dated June 24, 2003.

WITNESSETH

WHEREAS, the COUNTY desires to grant a time extension to complete the original Scope of Work and the additional Scope of Work added in Amendment No. 1, with no additional increase in the contractual amount, as identified in the original AGREEMENT in ARTICLE VI MISCELLANEOUS PROVISIONS, SECTION 4 -DELAYS AND EXTENSIONS.

NOW, THEREFORE, the COUNTY and CONSULTANT hereby AMENDS the AGREEMENT as follows:

AMENDMENT TO ARTICLE IV - TIME OF BEGINNING AND COMPLETION

Amend to extend contract to the expiration date of March 1, 2013.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the 10<sup>th</sup> day of April, 2012.

NEEL SCHAFFER, INC.  
Chris Sellers, Office Manager

RECOMMENDED:  
E. Wayne Sullivan,  
Director/County Engineer

JEFFERSON COUNTY COMMISSION  
W.D. Carrington  
President

ATTEST:  
Minute Clerk

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

Apr-10-2012-251

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. 6 to the agreement between Jefferson County, Alabama and Engineering Service Associates, Inc. to extend the Infrastructure Management System agreement to May 30, 2012 at no additional cost.

AMENDMENT NO. 6 TO AGREEMENT  
 TO PROVIDE JEFFERSON COUNTY DEPARTMENT OF ROADS AND TRANSPORTATION

ENGINEERING SERVICES FOR AN INFRASTRUCTURE MANAGEMENT SYSTEM

This document shall AMEND the Scope of Amendment No. 5 and the original AGREEMENT identified as Engineering Services for an Infrastructure Management System, dated October 12, 2010.

WHEREAS, the COUNTY desires to grant a time extension to complete the Original Scope of Work and the additional Scope of Work added to Amendment No. 1 through No. 5, with no additional increase in the contractual amount, as identified in the original AGREEMENT in ARTICLE V, DELAYS AND EXTENSIONS.

NOW, THEREFORE, the COUNTY and CONSULTANT hereby AMEND the AGREEMENT as follows:

AMENDMENT TO ARTICLE III - TIME of BEGINNING and COMPLETION

Amend to grant a time extension to the expiration date of May 30, 2012.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on this 10<sup>th</sup> day of April, 2012.

ENGINEERING SERVICE ASSOCIATES, INC.

Celeste T. Lachenmyer, President

RECOMMENDED

E. Wayne Sullivan

Director / County Engineer

ATTEST:

Minute Clerk

JEFFERSON COUNTY COMMISSION

W. D. Carrington

President

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

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Apr-10-2012-252

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 Engineering Design Technologies, Inc. for the improvements on Patton Chapel Road from Crayrich Drive to Chapel Lane project to extend term to March 1, 2013 at no additional cost.

AMENDMENT NO. 2 TO AGREEMENT TO PROVIDE  
JEFFERSON COUNTY DEPARTMENT OF ROADS AND TRANSPORTATION  
DESIGN AND CONSTRUCTION PLANS FOR THE WIDENING OF  
PATTON CHAPEL ROAD FROM CRAYRICH DRIVE TO CHAPEL LANE

This document shall AMEND the Original Agreement identified as DESIGN AND CONSTRUCTION PLANS FOR THE WIDENING OF PATTON CHAPEL ROAD FROM CRAYRICH DRIVE TO CHAPEL LANE, dated July 17, 2007 and AMENDMENT NO. 1 dated August 24, 2010.

WITNESSETH

WHEREAS, the COUNTY desires to grant a time extension to complete the Scope of Work and the additional Scope of Work added in AMENDMENT No. 1, with no additional increase in the contractual amount, as identified in the Original AGREEMENT in ARTICLE VI - MISCELLANEOUS PROVISIONS, SECTION 4 - DELAYS AND EXTENSIONS.

NOW, THEREFORE, the COUNTY AND CONSULTANT hereby AMENDS the AGREEMENT as follows:

AMENDMENT TO ARTICLE IV- TIME OF BEGINNING AND COMPLETION

Amend to extend contractual time to the expiration date of March 1, 2013.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the 10<sup>th</sup> day of April, 2012

ENGINEERING DESIGN TECHNOLOGIES, INC.

Fred Hawkins, Vice President

RECOMMENDED:

E. Wayne Sullivan

Director/County Engineer

ATTEST:

Minute Clerk

JEFFERSON COUNTY COMMISSION

W. D. Carrington

President

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

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Apr-10-2012-253

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Roads & Transportation be granted permission to temporarily close Bluff Ridge Road, beginning Tuesday, April 10, 2012 and reopening on or before Friday, April 13, 2012, to remove and replace a clay storm drain pipe .

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

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Apr-10-2012-254

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, by and through the Jefferson County Office of Senior Citizen Services and the City of Clay to provide funding for a senior center for FY2011-2012 in the amount of \$10,000.

Contract Amendment No 1

This Amendment to Contract entered into this 1<sup>st</sup> day October, 2011 between Jefferson County, Alabama by and through the Office of Senior Citizens Services (OSCS), hereinafter referred to as "the County" and City of Clay, 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 17<sup>th</sup> day of August 2010, which was approved by the Commission and recorded in Minute Book 160 page 322, is hereby amended as follows:

Services shall commence on October 1, 2011 and end September 30, 2012.

The dates for the center holiday are as follows:

November 11, 2011 Veteran's Day	November 24-25, 2011 Thanksgiving
December 26-30, 2011 Christmas	January 2, 2012 New Year's Day
January 16, 2011 Martin Luther King Day	April 6, 2012 Easter Observed
May 28, 2012 Memorial Day	July 4-5, 2012 Independence Day
September 03, 2012 Labor Day	

Centers must maintain a minimum attendance of 30 seniors in order to remain opened

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

JEFFERSON COUNTY COMMISSION:

W. D. Carrington, President

AGENCY:

Ed McGuffie, Mayor

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

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Apr-10-2012-254

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to deliver a counteroffer to Barber and Barber Properties, LLC for certain county-owned real property located near the intersection of Interstate 65 and Mary Buckelew Parkway. The general terms of said counteroffer shall be as follows: (a) Jefferson County will sell up to 47 acres of the subject property to Barber and Barber Properties, LLC at \$6,233 per acre, (b) Barber and Barber Properties, LLC shall pay all brokerage fees and closing costs, (c) in the event the subject property is annexed into a municipality, Barber and Barber Properties, LLC, including any commonly-owned companies, will not seek or accept the abatement or waiver of any county taxes. Provided that Barber and Barber Properties, LLC accepts



the terms of the counteroffer as detailed herein, the President is authorized to execute a purchase agreement consistent with such terms and to execute a Statutory Warrant Deed to Barber and Barber Properties, LLC for the sale of the subject property.

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

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

Apr-10-2012-255

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Perkins Elmer Health Sciences, Inc. to provide maintenance for ICP equipment at Environmental Services' Barton Lab for the period March 1, 2012 - September 30, 2012 in the amount of \$6,384.

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

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

Commissioner Carrington stated that the Regular Commission Meeting will not reconvene, but that the meeting will be in recess.

The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 9:00 a.m., Tuesday, April 24, 2012.

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President

ATTEST

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Minute Clerk