

STATE OF ALABAMA)

JEFFERSON COUNTY) August 24, 2010

The Commission met in regular session at the Birmingham Courthouse, Bettye Fine Collins, President, presiding and the following members present:

District 2 Shelia Smoot

District 4 Bettye Fine Collins

District 5 Jim Carns

Motion was made by Commissioner Smoot seconded by Commissioner Carns that the Minutes of August 17, 2010, be approved.

Voting "Aye" Smoot, Carns and Collins.

STAFF DEVELOPMENT

Multiple Staff Development

Community Development - 3 participants

Nakeia Sims	Tuscaloosa, Alabama	\$185.85
Chandra Calhoun	Certified Governmental Accounting Technician Program	\$181.87
Sheena Roberts	September 2, 2010	\$204.23

Family Court - 13 participants

Adrienne Merritt	Columbiana, Alabama	\$132.15
Veronica Gyce	Promoting Healing & Prevention	\$132.15
Gwen Reasor	September 7-8, 2010	\$60.00
Karla Williams		\$60.00
Lakita Hall-Wright		\$60.00
Rebecca Snoddy		\$60.00
Rodney Reese		\$60.00
Nick Boler		\$60.00
Harold Dickinson		\$60.00
Tony Rice		\$60.00
Janis Sorrell		\$60.00
Carrie Hill		\$60.00
Jeff McGee		\$60.00

Family Court - 3 participants

Brian Huff	Jersey City, New Jersey	\$1,853.70
Galen Hale	CJJ National DMC Conference	\$695.70
Gwen Bryant-Haywood	October 23-25, 2010	\$815.70

Roads & Transportation - 2 participants

Kenneth Burton	Pelham, Alabama	\$125.00
Tracy Pate	"How to Inspect Construction Sites" class August 26, 2010	\$125.00

Individual Staff Development

Keith Strother	Comm & Econ Dev	Mobile, Alabama Southeastern Employment & Training Fall Conference September 12-15, 2010	\$712.98
Phyllis L. Tipper	Finance	Tuscaloosa, Alabama CGAT - Account Payable Training September 2, 2010	\$150.00
Bobby Pakbaz	Information Tech	Atlanta, Georgia SAP - Administration AS ABAP I September 26-30, 2010	\$4,146.86
Natalie Kornegay	Roads & Trans	Pelham, Alabama "Open Channel Hydraulics" class August 9, 2010	\$125.00

Motion was made by Commissioner Smoot seconded by Commissioner Carns that the Staff Development be approved. Voting "Aye" Smoot, Carns and Collins.

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.

RECOMMENDED THAT THE ENCUMBRANCE JOURNAL BE APPROVED (THIS REGISTER IS ON FILE IN THE PURCHASING DEPARTMENT)

1. ROADS AND TRANSPORTATION FROM HELENA CHEMICALS, SELMA, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR HERBICIDE. SAP PURCHASE ORDER # 2000035629 \$50,000.00 TOTAL
REFERENCE BID # 31-09 COMMISSION APPROVED ON 7/14/09.
2. ROADS AND TRANSPORTATION KETONA HIGHWAY MAINTENANCE FROM DUNN CONSTRUCTION COMPANY, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR PLANT MIX ON AN AS NEEDED BASIS FOR THE PERIOD OF 4/1/10 TO 9/30/10. SAP PURCHASE ORDER # 2000043045
\$220,000.00 TOTAL REFERENCE BID # 89-10
3. GENERAL SERVICES ADMINISTRATION (COMMUNICATION) FROM ALABAMA WIRELESS 911 BOARD, HUNTSVILLE, AL, FOR DOT/DOC GRANT MATCH PORTION FOR JEFFERSON COUNTY ALABAMA WIRELESS BOARD SPECIAL ALLOCATION. SAP PURCHASE ORDER # 2000046029 \$21,194.00 TOTAL
4. EMERGENCY MANAGEMENT AGENCY (EMA) FROM NAFECO INCORPORATED, DECATUR, AL, FOR FIRE COATS AND PANTS FOR THE BIRMINGHAM HAZMAT RUN. SAP PURCHASE ORDER # 2000045834 \$11,162.14 TOTAL
5. ROADS AND TRANSPORTATION HIGHWAY MAINTENANCE KETONA FROM NEXAIR, PINSON, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR PROPANE/BUTANE GAS ON AN AS NEEDED BASIS FOR THE PERIOD OF 2/1/10 TO 9/30/10. SAP PURCHASE ORDER # 2000040994 \$750.00 TOTAL
REFERENCE BID # 30-09
6. COMMUNITY DEVELOPMENT FROM S & W CONSTRUCTION, LLC, REMLAP, AL, RECOMMENDATION TO AWARD NSP (NEIGHBORHOOD STABILIZATION PROGRAM) DEMOLITION FOR 504 12TH STREET, MIDFIELD, AL.
SAP PURCHASE ORDER # 2000046317 \$5,800.00 TOTAL REFERENCE BID # 112-10
7. COMMUNITY DEVELOPMENT FROM GARY L. HAND D/B/A HAND CONSTRUCTION, BESSEMER, AL, RECOMMENDATION TO AWARD CONTRACT FOR HOUSING REHABILITATION FOR NELLIE AUSTIN.
SAP PURCHASE ORDER # 2000046350 \$16,255.00 TOTAL REFERENCE BID # 165-10
8. COMMUNITY DEVELOPMENT FROM GARY L. HAND D/B/A HAND CONSTRUCTION, BESSEMER, AL, RECOMMENDATION TO AWARD CONTRACT FOR HOUSING REHABILITATION FOR MONTGOMERY COLE FOR THE PERIOD OF 8/24/10 TO 8/23/11. REFERENCE BID # 165-10 \$11,755.00 TOTAL
9. COMMUNITY DEVELOPMENT FROM GARY L. HAND D/B/A HAND CONSTRUCTION, BESSEMER, AL, RECOMMENDATION TO AWARD CONTRACT FOR HOUSING REHABILITATION FOR DORIS O'NEAL FOR THE PERIOD OF 8/24/10 TO 8/23/11.
REFERENCE BID # 165-10 \$14,465.00 TOTAL
10. COMMUNITY DEVELOPMENT FROM GARY L. HAND D/B/A HAND CONSTRUCTION, BESSEMER, AL, RECOMMENDATION TO AWARD CONTRACT FOR HOUSING REHABILITATION FOR LOLA CARTER FOR THE PERIOD OF 8/24/10 TO 8/23/11. REFERENCE BID # 165-10 \$14,525.00 TOTAL
11. COMMUNITY DEVELOPMENT FROM UNCH INCORPORATED, BIRMINGHAM, AL, RECOMMENDATION TO AWARD CONTRACT FOR HOUSING REHABILITATION FOR JOANN KYZER FOR THE PERIOD OF 8/24/10 TO 8/23/11.
REFERENCE BID # 165-10 \$7,400.00 TOTAL
12. COMMUNITY DEVELOPMENT FROM SYMS CONTRACTORS INCORPORATED, BIRMINGHAM, AL, RECOMMENDATION TO AWARD CONTRACT FOR HOUSING REHABILITATION FOR NELLIE ELLISTON FOR THE PERIOD OF 8/24/10 TO 8/23/11. REFERENCE BID # 165-10 \$14,717.00 TOTAL
13. COMMUNITY DEVELOPMENT FROM ACOFF CONSTRUCTIONS COMPANY INCORPORATED, BESSEMER, AL, RECOMMENDATION TO AWARD CONTRACT FOR HOUSING REHABILITATION FOR RUTH ACKERS FOR THE PERIOD OF 8/24/10 TO 8/23/11. REFERENCE BID # 165-10 \$10,706.00 TOTAL
14. ROADS AND TRANSPORTATION TRAFFIC SIGNAL SHOP KETONA FROM BROWN WOOD PRESERVING COMPANY, PENSACOLA, FL, FOR 35' AND 55' CCA WOOD POLES, CLASS 2. SAP PURCHASE ORDER # 2000046331
\$6,175.00 TOTAL
15. ROADS AND TRANSPORTATION FLEET MANAGEMENT MAINTENANCE FROM TOTAL PETROLEUM EQUIPMENT, BIRMINGHAM, AL, TO FURNISH AND INSTALL FUEL TANK MONITORS AT BELOW GROUND SITES.
SAP PURCHASE ORDER # 2000046385 \$23,000.00 TOTAL REFERENCE BID # 210-07
16. ROADS AND TRANSPORTATION BRIDGE MAINTENANCE DIVISION FROM VULCAN MATERIALS COMPANY, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR RIP RAP ON AN AS

NEEDED BASIS FOR THE PERIOD OF 4/1/10 TO 3/31/11. SAP PURCHASE ORDER # 2000043046

\$4,900.00 TOTAL REFERENCE BID # 93-08

17. ENVIRONMENTAL SERVICES WASTEWATER TREATMENT PLANTS (WWTP) FROM JIM HOUSE INCORPORATED, CALERA, AL, FOR FLYGT PUMP REPAIRS AND PARTS FOR THE PERIOD OF 8/15/10 TO 8/15/11.

REFERENCE BID # 193-10 EST. \$30,000.00 TOTAL

18. COOPER GREEN MERCY HOSPITAL FROM AUGMENTATION INCORPORATED, BIRMINGHAM, AL, FOR TEMPORARY NURSING SERVICES FOR THE PERIOD OF 12/30/09 TO 12/30/10. SAP PURCHASE ORDER # 2000046361

\$20,000.00 TOTAL REFERENCE BID # 158-09

COMMISSION APPROVED ON 12/15/09, MINUTE BOOK 159, PAGES 142-144.

19. ENVIRONMENTAL SERVICES FROM SERVICE PUMP AND COMPRESSOR, HUEYTOWN, AL; FOR TWO (2) ROAD RAMPS WITH BAUER PIPE FITTINGS: SAP PURCHASE ORDER # 2000046409 \$9,224.76 TOTAL

20. ENVIRONMENTAL SERVICES FROM P & H SUPPLY COMPANY INCORPORATED, WARRENTON, GA, FOR A SEWER RODDING MACHINE. SAP PURCHASE ORDER # 2000046428 \$6,032.00 TOTAL

21. ENVIRONMENTAL SERVICES FROM AMERICAN PIPE AND SUPPLY, BIRMINGHAM, AL, FOR A 16" DUCTILE IRON PIPE (EMERGENCY REPAIR). SAP PURCHASE ORDER # 2000046414 \$10,492.20 TOTAL

22. PERSONNEL BOARD FROM HOLA LATINO, HOOVER, AL, FOR MARKETING SERVICES.

SAP PURCHASE ORDER # 2000046473 \$5,500.00 TOTAL

23. JEFFERSON COUNTY YOUTH DETENTION FROM BUTCH WILSON SPORTING GOODS, BESSEMER, AL, FOR ANNUAL UNIFORM ORDER FOR THE STAFF IMPRINTED SHIRTS AND HATS. SAP PURCHASE ORDER # 2000045904

\$6,766.44 TOTAL

24. INFORMATION TECHNOLOGY FROM XEROX CORPORATION, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER FOR XEROX PRINTER PAPER. SAP PURCHASE ORDER # 2000037076

\$1,492.00 TOTAL REFERENCE BID # 292-08

Motion was made by Commissioner Smoot seconded by Commissioner Carns that the Purchasing Minutes be approved. Voting "Aye" Smoot, Carns and Collins.

JEFFERSON COUNTY COMMISSION
Finance Department
Unusual Demands
8/24/2010

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	Doc No
DISTRICT 1	1000193	JEFFERSON CO TREASURER	FOIL; FUZZY STICKS	CORONER/MEDICAL EXAMINER	15.64	1900042687
DISTRICT 1	1000193	JEFFERSON CO TREASURER	MAP FRAMES; THERMOMETER	CORONER/MEDICAL EXAMINER	199.13	1900042839
DISTRICT 1	1000193	JEFFERSON CO TREASURER	BOOK	CORONER/MEDICAL EXAMINER	39.90	1900042824
*DISTRICT 1					254.67	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	MILEAGE REIMBURSEMENT	LAND DEVELOPMENT	42.12	1900042833
DISTRICT 2	1002785	WILLIAM VOIGT	PURCHASED TWO PRINTER CARTRIDGES	SENIOR CITIZEN SERVICES	115.98	1900042609
DISTRICT 2	1026253	BBVA COMPASS INSURANCE	NOTARY RENEWAL	COMMISSIONER, DISTRICT 2	200.00	1900042905
*DISTRICT 2					358.10	
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PURCHASE CAMERAS FOR ROW AGENTS	R&T: RIGHT OF WAY	225.96	1900042880
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REIMBURSE CAMERAS FOR ROW AGENTS	R&T: RIGHT OF WAY	225.96	1900042933
DISTRICT 3	1000193	JEFFERSON CO TREASURER	CDL LICENSE	R&T: HIGHWAY MAINT-KETONA	55.50	1900042946
DISTRICT 3	1000193	JEFFERSON CO TREASURER	BATTERY; CDL RENEWAL	R&T: HIGHWAY MAINT-KETONA	42.99	1900042835
DISTRICT 3	1000193	JEFFERSON CO TREASURER	PURCHASE CAMERAS FOR ROW AGENTS	R&T: RIGHT OF WAY	225.96	1900042948
DISTRICT 3	1000193	JEFFERSON CO TREASURER	REIMBURSE CAMERAS FOR ROW AGENTS	R&T: RIGHT OF WAY	225.96	1900042836
DISTRICT 3	1000548	CITY OF VESTAVIA HILLS	09 SMA GRANT REIMBURSEMENT - VESTAVIA FIRE	EMA	3,619.06	1900042785
DISTRICT 3	1002605	PROBATE CT OF JEFF CO	COST BILL PRO. BESS 44003 01 CONDEM TR70 CATES	R&T: ADMINISTRATION	2,878.00	1900042535
DISTRICT 3	1026159	VERNA L BULLOCK	PAY V. BULLOCK MOVE COST TR 15.00IT MORGAN RD	R&T: ADMINISTRATION	6,890.00	1900042584
*DISTRICT 3					14,389.39	
DISTRICT 4	1000193	JEFFERSON CO TREASURER	CDL LICENSE; LOCK CYLINDER	GEN SVCS: ADMINISTRATION	42.00	1900042844
DISTRICT 4	1003246	MBA STRUCTURAL ENGS	PROFESSIONAL SERVICES	GEN SVCS: COMM E911	600.00	1900042904
*DISTRICT 4					642.00	
DISTRICT 4	1000193	JEFFERSON CO TREASURER	BOUGHT SPRAY TO MARK SEWER LINE	ES: LEEDS WWTP	9.96	1900042689
DISTRICT 5	1000193	JEFFERSON CO TREASURER	FILTERS, CARTRIDGE	ES: TRUSSVILLE WWTP	49.77	1900042629
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CDL LICENSE; HEADS FOR WEEDEATER	ES: VILLAGE LINE MAINTENANCE	100.85	1900042638
DISTRICT 5	1000193	JEFFERSON CO TREASURER	ANTIFREEZE; DAWN DISH DETERGENT; ROPE; UPS CHG	ES: TV INSPECTION & GROUTING	111.36	1900042639
DISTRICT 5	1000193	JEFFERSON CO TREASURER	TIRE REPAIR KIT; CUTTER WHEEL; PLUGS; SCREWS	ES: SHADES LINE MAINTENANCE	202.55	1900042637
DISTRICT 5	1000193	JEFFERSON CO TREASURER	FUNNELS, PAINT ROLLERS	ES: TURKEY CREEK WWTP	10.88	1900042645
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PILLOW BEARINGS; DRINKS; INK CARTRIDGES; PARTS	ES: CAHABA RIVER WWTP	253.30	1900042849
DISTRICT 5	1000193	JEFFERSON CO TREASURER	UPS BATTERY BACKUP FOR PLANT RTU-C	ES: LEEDS WWTP	59.99	1900042840
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SCREWS; BOLTS & NUTS; FLANGE	ES: FIVE MILE MAINTENANCE SHOP	89.33	1900042872
DISTRICT 5	1000193	JEFFERSON CO TREASURER	ELECTRIC SHOP ELECTRICAL SUPPLIES	ES: VILLAGE ELECTRICAL SHOP	357.54	1900042876
DISTRICT 5	1000193	JEFFERSON CO TREASURER	GATORADE; PRINTER; CABLE; BLADES; BEARINGS;	ES: FIVE MILE CREEK WWTP	474.40	1900042868
DISTRICT 5	1000193	JEFFERSON CO TREASURER	SEALS;	ES: FIVE MILE CREEK WWTP	47.30	1900042869
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BUSHINGS & SHEAVES	ES: LEEDS WWTP	205.05	1900042870
DISTRICT 5	1000193	JEFFERSON CO TREASURER	LIFT STATION GREASE CONTROL SERVICE	ES: PACKAGE WWTP & PUMP STATIO	405.44	1900042873
DISTRICT 5	1000193	JEFFERSON CO TREASURER	FOIL FOR LAB USE	ES: BARTON LAB	21.46	1900042848
DISTRICT 5	1000193	JEFFERSON CO TREASURER	GASKET; BOLTS & NUTS	ES: TURKEY CREEK WWTP	170.24	1900042871
DISTRICT 5	1000193	JEFFERSON CO TREASURER	TRIMMER SPOOL, TRIMMER LINE	ES: TURKEY CREEK WWTP	109.09	1900042874
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BIO PACKS	ES: PACKAGE WWTP & PUMP STATIO	368.57	1900042823
DISTRICT 5	1000193	JEFFERSON CO TREASURER	BATTERIES FOR GATE CONTROLLERS	ES: TURKEY CREEK WWTP	27.90	1900042947
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PURCHASE PART TO REPAIR PRESSURE WASHER	ES: LEEDS WWTP	25.38	1900042834
DISTRICT 5	1000193	JEFFERSON CO TREASURER	LUG BOLTS, STRAP (MOWERS)	ES: TRUSSVILLE WWTP	27.19	1900042837
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PARTS; UNITED 850 H2S SORB	ES: PACKAGE WWTP & PUMP STATIO	345.44	1900042945
DISTRICT 5	1000193	JEFFERSON CO TREASURER	DIESEL FUEL CONDITIONER; GATORADE	ES: VALLEY CREEK WWTP	300.88	1900042897
DISTRICT 5	1000193	JEFFERSON CO TREASURER	KODAK CAMERAS	ES: SANITATION ADMINISTRATION	216.00	1900042787
DISTRICT 5	1000193	JEFFERSON CO TREASURER	MOTOROLA 2 WAY	ES: VALLEY CREEK WWTP	409.00	1900042830

DISTRICT 5	1000193	JEFFERSON CO TREASURER	PARTS	ES: PACKAGE WWTP & PUMP STATIO	328.02	1900042831
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PURCHASED PVC PIPE& BOLTS TO REPAIR TANK	ES: LEEDS WWTP	8.37	1900042832
DISTRICT 5	1000193	JEFFERSON CO TREASURER	MOTOROLA 2 WAY; PRINTERS; PARTS	ES: VALLEY CREEK WWTP	619.19	1900042949
DISTRICT 5	1000193	JEFFERSON CO TREASURER	FUEL FILTER	ES: TURKEY CREEK WWTP	19.80	1900042845
DISTRICT 5	1000193	JEFFERSON CO TREASURER	LIFT STATION GREASE CONTROL SERVICE	ES: PACKAGE WWTP & PUMP STATIO	405.44	1900042963
DISTRICT 5	1000193	JEFFERSON CO TREASURER	PARTS	ES: PACKAGE WWTP & PUMP STATIO	298.06	1900042951
*DISTRICT 5					6,077.75	
**					21,721.91	

Motion was made by Commissioner Carns seconded by Commissioner Smoot that the Unusual Demands be approved. Voting "Aye" Carns, Smoot and Collins.

Communication was read from Budget & Management recommending the following:

A. POSITION CHANGES AND/OR REQUIRING NEW APPROPRIATION

1. Cooper Green Mercy Hospital \$665,057.50

Shift funds from regular salaries to cover contract staff invoices. No Additional Funds Required.

2. Roads & Transportation \$200,961.79

Increase revenues and expenditures to record an 80% reimbursement from ALDOT for the purchase of additional right of way for the Morgan Road Widening Project. No Additional Funds Required.

B. OTHER BUDGET TRANSACTIONS

3. Probate Court \$58,950

Shift funds and add purchasing memorandum to purchase a server. No Additional Funds Required.

4. General Services \$1,151

Shift funds and add purchasing memorandum to purchase a replacement computer. No Additional Funds Required.

5. Information Technology \$30,111

Shift funds and add purchasing memorandum to purchase a VTS server, virtual tape emulation software and licenses. No Additional Funds Required.

6. Information Technology \$108,564

Shift funds and add purchasing memorandum to purchase replacement distribution switches and other life cycle equipment. No Additional Funds Required.

7. Cooper Green Mercy Hospital \$410,000

Shift funds and add purchasing memorandum to purchase computer server hardware and network equipment in order to implement a hospital-wide health information system. No Additional Funds Required.

8. Roads & Transportation \$3,000

Shift funds and add purchasing memorandum to purchase two notebook computers. No Additional Funds Required.

Motion was made by Commissioner Carns seconded by Commissioner Smoot that the Budget Amendments be approved. Voting "Aye" Carns, Smoot and Collins.

Aug-24-2010-776

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

Whereas, the Jefferson County Office of Community Development has to complete the federally mandated Environmental Review process for the Hickory Ridge rental housing for the elderly activities as required by applicable laws and regulations; and

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

Now, Therefore Be It Resolved, by the Jefferson County Commission that the President Bettye Fine Collins is authorized and hereby directed to execute the attached Finding of No Significant Impact for the Hickory Ridge rental housing for the elderly development in the unincorporated Ketona community of Jefferson County.

Motion was made by Commissioner Carns seconded by Commissioner Smoot that the above resolution be adopted. Voting "Aye" Carns, Smoot and Collins.

Aug-24-2010-777

BE IT RESOLVED by the Jefferson County Commission that the Commission President is hereby authorized to sign Amendment #2 to the Neighborhood Stabilization Program (NSP) Agreement with Greater Birmingham Habitat for Humanity which increases the amount of the Agreement from \$1,800,000.00 to \$1,878,900.00 and makes technical adjustments. This Program is funded by the U.S. Department of Housing and Urban Development as part of the Housing and Economic Recovery Act of 2008 and has been awarded through the Alabama Department of Economic and Community Affairs (ADECA).

NEIGHBORHOOD STABILIZATION (NSP) PROGRAM AGREEMENT
BETWEEN GREATER BIRMINGHAM HABITAT
FOR HUMANITY AND JEFFERSON COUNTY
AMENDMENT #2

This Amendment No. 2 dated, 2010, will modify the abovereferenced Agreement, between Jefferson County, Alabama (the "County") and Greater Birmingham Habitat for Humanity (hereinafter called "HABITAT") and executed by the Jefferson County Commission on September 22, 2009 and recorded in Minute Book 158 page(s) 467 of the Official Minutes and Records of said County Commission, as follows:

The purpose of this Amendment is to increase the budget and make technical adjustments.

I. The following Sections of the Agreement shall be deleted:

C. Schedule for Completion of Services

Habitat must complete all acquisition and begin rehabilitation on all units in the Project by no later than September 8, 2010.

E. Project Budget.

The NSP budget for this Project shall include those amounts listed below.

Development Costs:

Acquisition and Rehabilitation	\$1, 620, 000.00
Developer Fee (10%)	\$ 180, 000.00
Total	\$1, 800, 000.00

Note: Not less than twenty-five (25) percent of the total NSP grant amount (\$450, 000.00) shall be used for the purchase and redevelopment of abandoned or foreclosed homes or residential properties that will be used to house individuals or families whose incomes do not exceed fifty (50) percent of area median income.

II. The following Sections of the Agreement shall be inserted:

B. Services to be Performed

2. Project Administration

(1) Habitat shall submit the address of each property along with a detailed cost estimate to the Office of Community and Economic Development for review and approval. Once approved, each site address and the detailed cost estimate shall be added to this Agreement as Exhibit 1 by written authorization of the Director of Community and Economic Development. Additions, deletions or changes may be made to Exhibit 1 by the Director without further Commission approval.

C. Schedule for Completion of Services

Habitat must have signed purchase offers and detailed cost estimates on all units in the Project or will meet the most current HUD definition of obligation of NSP funds by no later than September 8, 2010.

E. Project Budget.

The NSP budget for this Project shall include those amounts listed below.

Development Costs:

Acquisition and Rehabilitation	\$ 1,680,910.00
Demolition	\$ 10, 000.00
Developer Fee (10%)	\$ 187, 990.00

Total \$1, 878, 900.00

Note: Not less than twenty-five (25) percent of the total NSP grant amount (\$500, 000.00) shall be used for the purchase and redevelopment of abandoned or foreclosed homes or residential properties that will be used to house individuals or families whose incomes do not exceed fifty (50) percent of area median income.

Partial payments shall be made in intervals as determined and approved by the Jefferson County Office of Community & Economic Development and shall be based upon actual work completed. Reimbursement shall be payable upon receipt following approval from the Jefferson County Office of Community & Economic Development.

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

IN WITNESS WHEREOF, the parties hereto have executed and delivered, by their duly authorized officers, this Amendment #2 in five originals as of the day of , 2010.

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

GREATER BIRMINGHAM HABITAT FOR HUMANITY

Charles Moore, President/CEO

Motion was made by Commissioner Carns seconded by Commissioner Smoot that the above resolution be adopted. Voting "Aye" Carns, Smoot and Collins.

Aug-24-2010-778

BE IT RESOLVED by the Jefferson County Commission that the Commission President is hereby authorized to sign Amendment #2 to the Neighborhood Stabilization Program (NSP) Agreement with Greater Birmingham Habitat for Humanity for the purpose of increasing the budget from \$1,790,302.00 to \$1,963,089.00 and making technical adjustments to the Agreement. This Program is funded by the U.S. Department of Housing and Urban Development as part of the Housing and Economic Recovery Act of 2008. Only federal funding is involved.

NEIGHBORHOOD STABILIZATION (NSP) PROGRAM AGREEMENT
BETWEEN GREATER BIRMINGHAM HABITAT
FOR HUMANITY AND JEFFERSON COUNTY
AMENDMENT #2

This Amendment No. 2 dated , 2010, will modify the abovereferenced Agreement, between Jefferson County, Alabama (the "County") and Greater Birmingham Habitat for Humanity (hereinafter called "HABITAT") and executed by the Jefferson County Commission on September 22, 2009 and recorded in Minute Book 158 page(s) 467 of the Official Minutes and Records of said County Commission, as follows:

The purpose of this Amendment is to increase the budget and make technical adjustments.

I. The following Sections of the Agreement shall be deleted:

C. Schedule for Completion of Services

Habitat must complete all acquisition and begin rehabilitation on all units in the Project by no later than September 8, 2010.

E. Project Budget.

The NSP budget for this Project shall include those amounts listed below. Each of the following line items may adjust by no more than ten percent (10%) upon the mutual agreement of Habitat and the Community Development Office and such adjustment shall not require an amendment to this Agreement.

Development Costs:

Acquisition and Rehabilitation	\$1,425,272.00
Architect/Engineering/Other	
Professional Services	\$ 85, 000.00
Closing Costs/Legal Fees	\$ 51,000.00
Contingency	\$ 50, 000.00
Developer Fee (10%)	\$ 179, 030.00

Total \$1,790,302.00

Note: Not less than twenty-five (25) percent of the total NSP grant amount (\$560,000.00) shall be used for the purchase and redevelopment of abandoned or foreclosed homes or residential properties that will be used to house individuals or families whose incomes do not exceed fifty (50) percent of area median income.

Habitat is responsible for all payment of all project soft costs associated with this project. Developer fees may be used for this purpose.

The Developer Fee will be computed based on the actual purchase price of the property (line 101 on HUD1 Settlement Statement) and the actual cost of rehabilitation (rehabilitation contract and/or cost of labor and material). The fee will be required to cover all costs except the actual purchase price of the property, and the actual cost of rehabilitation. Habitat will be entitled to draw one third of the fee based on the estimated total (acquisition and rehabilitation) cost of the unit at the time the property is acquired; an additional one third of the fee can be drawn when the property is undergoing rehabilitation; and the final one third can be drawn upon the occupancy of property by a qualifying household. All previously completed activities prior to this Amendment will be restated to conform to this agreed upon change.

II. The following Sections of the Agreement shall be inserted:

B. Services to be Performed

2. Project Administration

(1) Habitat shall submit the address of each property along with a detailed cost estimate to the Office of Community and Economic Development for review and approval. Once approved, each site address and the detailed cost estimate shall be added to this Agreement as Exhibit 1 by written authorization of the Director of Community and Economic Development. Additions, deletions or changes may be made to Exhibit 1 by the Director without further Commission approval.

C. Schedule for Completion of Services

Habitat must have signed purchase offers and detailed cost estimates on all units in the Project or will meet the most current HUD definition of obligation of NSP funds by no later than September 8, 2010.

E. Project Budget.

The NSP budget for this Project shall include those amounts listed below. Each of the following line items may adjust by no more than ten percent (10%) upon the mutual agreement of Habitat and the Community and Economic Development Office and such adjustment shall not require an amendment to this Agreement.

Development Costs:

Acquisition and Rehabilitation	\$1,580,781.00
Architect/Engineering/Other	
Professional Services	\$ 85,000.00
Closing Costs/Legal Fees	\$ 51,000.00
Contingency	\$ 50,000.00
Developer Fee (10%)	\$ 196,308.00
Total	\$1,963,089.00

Note: Not less than twenty five (25) percent of the total NSP grant amount (\$560,000.00) shall be used for the purchase and redevelopment of abandoned or foreclosed homes or residential properties that will be used to house individuals or families whose incomes do not exceed fifty (50) percent of area median income.

Partial payments shall be made in intervals as determined and approved by the Jefferson County Office of Community & Economic Development and shall be based upon actual work completed. Reimbursement shall be payable upon receipt following approval from the Jefferson County Office of Community & Economic Development.

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

IN WITNESS WHEREOF, the parties hereto have executed and delivered, by their duly authorized officers, this Amendment #2 in five originals as of the day of , 2010.

JEFFERSON COUNTY, ALABAMA

Betty Fine Collins, President

GREATER BIRMINGHAM HABITAT FOR HUMANITY

Charles Moore, President/CEO

Motion was made by Commissioner Carns seconded by Commissioner Smoot that the above resolution be adopted. Voting "Aye" Carns, Smoot and Collins.

Aug-24-2010-779

WHEREAS, Jefferson County, through the Office of Community and Economic Development is the recipient of Neighborhood Stabilization Program (NSP) funds from the Alabama Department of Economic and Community Affairs (ADECA); and

WHEREAS, a portion of ADECA NSP funds may be used for the demolition of substandard foreclosed or abandoned residential structures in eligible areas of the Jefferson County Community Development Consortium which consists of all of Jefferson County outside of the Cities of Birmingham, Bessemer and Hoover and the municipalities of County Line, West Jefferson, Argo, Sumiton and Helena; and

WHEREAS, the unincorporated New Castle community has requested Jefferson County to assist it by demolishing a substandard structure located at 1408 Cherry Street in the New Castle community; and

WHEREAS, the Jefferson County Commission approved the demolition of this structure in a resolution dated June 22, 2010 (copy attached - on file in the Office of Community & Economic Development); and

WHEREAS, Hand Construction Company was the low bid for this job.

NOW, THEREFORE, BE IT RESOLVED by the County Commission of Jefferson County, Alabama that it hereby approves the agreement between Jefferson County and the Hand Construction Company for the demolition of a vacant substandard structure located at 1408 Cherry Street in the unincorporated New Castle community of Jefferson County and that the Commission President is hereby authorized to execute said agreement.

Motion was made by Commissioner Carns seconded by Commissioner Smoot that the above resolution be adopted. Voting "Aye" Carns, Smoot and Collins.

Aug-24-2010-780

WHEREAS, Jefferson County, through the Office of Community and Economic Development is the recipient of Neighborhood Stabilization Program (NSP) funds from the Alabama Department of Economic and Community Affairs (ADECA); and

WHEREAS, a portion of ADECA NSP funds may be used for the demolition of substandard foreclosed or abandoned residential structures in eligible areas of the Jefferson County Community Development Consortium which consists of all of Jefferson County outside of the Cities of Birmingham, Bessemer and Hoover and the municipalities of County Line, West Jefferson, Argo, Sumiton and Helena; and

WHEREAS, the unincorporated New Castle community has requested Jefferson County to assist it by demolishing a substandard structure located at 5347 Spruce Street in the New Castle community; and

WHEREAS, the Jefferson County Commission approved the demolition of this structure in a resolution dated June 22, 2010 (copy attached - on file in the Office of Community & Economic Development); and

WHEREAS, Hand Construction Company was the low bid for this job.

NOW, THEREFORE, BE IT RESOLVED by the County Commission of Jefferson County, Alabama that it hereby approves the agreement between Jefferson County and the Hand Construction Company for the demolition of a vacant substandard structure located at 5347 Spruce Street in the unincorporated New Castle community of Jefferson County and that the Commission President is hereby authorized to execute said agreement.

Motion was made by Commissioner Carns seconded by Commissioner Smoot that the above resolution be adopted. Voting "Aye" Carns, Smoot and Collins.

Aug-24-2010-781

WHEREAS, Jefferson County is the recipient of Neighborhood Stabilization Program (NSP) funds from the Alabama Department of Economic and Community Affairs (ADECA); and

WHEREAS, a portion of ADECA NSP funds may be used for the demolition of substandard foreclosed or abandoned residential structures in eligible areas of the Jefferson County Community Development Consortium which consists of all of Jefferson County outside of the Cities of Birmingham, Bessemer and Hoover and the municipalities of County Line, West Jefferson, Argo, Sumiton and Helena; and

WHEREAS, the City of Midfield has requested Jefferson County to assist them by demolishing one vacant substandard home located within the City of Midfield.

NOW, THEREFORE, BE IT RESOLVED by the County Commission of Jefferson County, Alabama that it hereby approves the agreement between Jefferson County and the City of Midfield for the demolition of one vacant substandard home located within the city limits of Midfield, Alabama and that the Commission President is hereby authorized to execute said agreement.

RECITAL:

Act No. 91-193, Legislature of Alabama, authorizes the Jefferson County Commission to remove or demolish building and structures situated in Jefferson County when the same are found by the County Commission to be unsafe, amounting to a public nuisance. From time to time officials of smaller municipalities situated in Jefferson County and without the resources or personnel as are needed to conduct such demolition programs call upon the Jefferson County Commission to exercise its authority on property situated inside the municipality. The purpose of this Agreement is to set out the understanding and agreement between the County and the City of Midfield.

WITNESSETH:

IN CONSIDERATION of the foregoing and the following mutual promises, Jefferson County and the undersigned municipality agree as follows.

- (1) The City of Midfield hereby requests the Jefferson County Commission to demolished one properties described below, which are located within the municipal boundary of the City of Midfield.
- (2) The City of Midfield hereby certifies that its officials have received complaints from affected persons and has investigated the complaints and personally examined the subject property, including all buildings, structures, party walls and foundations thereon and found the same to be unsafe to the extent of being a public nuisance.
- (3) The City of Midfield hereby certifies that it has implemented and complied with City Ordinance No. 308 relating to the Demolition of buildings and structures in the City of Midfield which are dilapidated, unsafe, dangerous, unsanitary and/or used for illegal purposes.
- (4) The City of Midfield hereby certifies to its best knowledge, information and belief that the person or persons, firm, association or corporation last assessing the properties for state taxes to be the following:

Owner	Property
James Tompkins	1003 Wilkes Road
1003 Wilkes Road	Midfield, Al. 35228
Midfield, Al. 35228	

- (5) Undersigned City of Midfield, does hereby agree to indemnify, release, acquit, forever discharge, hold harmless, indemnify and defend Jefferson County, a political subdivision of the State of Alabama, the Jefferson County Commission, its elected officials, successors in office, agents, employees, representative and attorneys, from any and all claims, demands, actions or causes of action of any kind whatsoever, administrative proceedings, regulatory rulings, which may now exist or in the future develop arising out of the demolition of all structures and appurtenances located upon certain parcels of real property located in the City of Midfield, Jefferson County, Alabama at the following addresses:

1003 Wilkes Road Parcel ID #30-23-3-27-13.000RR
Midfield, Al. 35228

- (6) The County waives any claim against the City of Midfield for any other costs or expenses of the project.
- (7) The City of Midfield waives any claim against the County or the property or the owners of any interest therein for any payment or reimbursement whatsoever.
- (7) The subject properties are located at: 1003 Wilkes Road, Midfield, Alabama 35228

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, this day of , 2010.

JEFFERSON COUNTY, ALABAMA

ATTEST:

Bettye Fine Collins, President, Jefferson County Commission

CITY OF MIDFIELD

ATTEST:

Gary Richardson, Mayor

Motion was made by Commissioner Carns seconded by Commissioner Smoot that the above resolution be adopted. Voting "Aye" Carns, Smoot and Collins.

Aug-24-2010-782

NOW, THEREFORE BE IT RESOLVED by the Jefferson County Commission that the Commission President is authorized to sign a Memorandum of Understanding between the Regional Planning Commission of Greater Birmingham, the City of Birmingham, Alabama,

a Non Profit Partner, and the Jefferson County Commission for the purpose of making an application under the Sustainable Communities Regional Grant Program.

Memorandum of Understanding

WHEREAS, the Regional Planning Commission of Greater Birmingham, the City of Birmingham, Alabama, the Jefferson County Commission of Alabama and Non-Profit Partner have come together as equal partners to form a required consortium and to make application under the Sustainable Communities Regional Planning Grant Program; and

WHEREAS, the listed partners have agreed to enter into a collaborative agreement in which the Regional Planning Commission of Greater Birmingham will serve as the lead agency and named applicant; and

WHEREAS, the partners herein desire to enter into a Memorandum of Understanding setting forth the roles and responsibilities to be provided; and

WHEREAS, the Regional Planning Commission of Greater Birmingham will serve as the lead applicant and prepare the application for submission to the U.S. Department of Department of Housing and Urban Development on or before August 23, 2010.

NOW, THEREFORE, it is hereby agreed by and between the partners that the roles and responsibilities of each partner will be listed as follows:

Roles and Responsibilities

Regional Planning Commission of Greater Birmingham

1. Serve as the mandated consortium partner representing the regional planning agency that serves the Birmingham-Hoover Metropolitan Statistical Area (MSA)
2. Serve as the lead agency to apply for funding on behalf of the consortium and the region
3. Submit the prepared grant application, including required attachments, by the August 23, 2010 deadline
4. Serve as the consortium grantee upon notification of funding
5. Provide access to internal resources, including but not limited to RPC personnel and agency-generated data, to be utilized during the grant preparation process and/or in the planning and development of the regional sustainability plan
6. (Left blank on contract)

City of Birmingham, Alabama

1. Serve as the mandated consortium partner filling the slot of the principal city within the Birmingham-Hoover MSA
2. Provide access to internal resources, including but not limited to city personnel and city-generated data, to be utilized during the grant preparation process and/or in the planning and development of the regional sustainability plan

Jefferson County, Alabama

1. Serve as the mandated consortium partner representing greater than 50% of the population of the Birmingham-Hoover MSA
2. Provide access to internal resources, including but not limited to county personnel and county-generated data, to be utilized during the grant preparation process and/or in the planning and development of the regional sustainability plan

Agency 4/TBD

1. Serve as the mandated community partner to support stakeholder engagement
2. Provide access to internal resources, including but not limited to organizational personnel and agency-generated data, to be utilized during the grant preparation process and/or in the planning and development of the regional sustainability plan

Timeline

The roles and responsibilities described above are contingent on the Regional Planning Commission of Greater Birmingham receiving funds requested for the project described in the grant application. Responsibilities under this Memorandum of Understanding will coincide with the grant period, which is anticipated to be October 1, 2010 to September 30, 2013.

Compensation

Compensation for the identified partners' expenses in relation to this project will be reimbursed as detailed in the program budget submitted with the grant application.

We, the undersigned have read and agree with this MOU.

By: _____, Executive Director - Regional Planning Commission of Greater Birmingham

By: _____, Mayor - City of Birmingham

By: _____, President - Jefferson County Commission

By: _____, Executive Director - Partner 4

Motion was made by Commissioner Carns seconded by Commissioner Smoot that the above resolution be adopted. Voting "Aye" Carns, Smoot and Collins.

Aug-24-2010-783

WHEREAS, Jefferson County, Alabama (County) entered into that certain Hickory Ridge Development Agreement (HOME Special Needs Rental Housing for the Elderly) dated October 20, 2009 (the "Agreement") with JCHA Housing and Development Corporation, a non profit corporation, relative to the development of special needs rental housing for the elderly to be located at 3621 Murphree Road, Birmingham, Alabama 35217 and known as Hickory Ridge ("Project"); and

WHEREAS, excessive rock discovered on this site and other conditions has caused the cost estimate to exceed available funds; and

WHEREAS, Jefferson County owns a property located at 3900 Industrial Parkway, Birmingham, Alabama 35217 immediately adjacent to the existing elderly complex and identified as Parcel ID # 13-28-3-1-2 and more or less shown on the attached map (on file in the Office of Community Development); and

WHEREAS, the County owned property is suitable for the Hickory Ridge development and provides for future expansion and will revert to the County after ten (10) years should the project contemplated by the Agreement fail to be completed; and

WHEREAS, Chapter 96A of the Code of Alabama allows counties to donate property to a non profit corporation for the purposed of providing low or moderate income housing {11-96A-3 (12)}; and

WHEREAS, in accordance with Administrative Order 05-1 regarding conveyance of property for less than fair market value, it has been determined that the value of the subject property is \$340,800.00 and further we will receive HOME Program match credit for future housing development which creates a wash and, therefore, the requirements of Administrative Order 05-1 have been met.

NOW THEREFORE, BE IT RESOLVED by the County Commission of Jefferson County, Alabama that the President of the County Commission is authorized to execute a deed and all other documents required to transfer said property to JCHA Housing and Development Corporation for use under the HOME Program Development Agreement for Hickory Ridge (Special Needs Rental Housing for the Elderly). Hickory Ridge is an affordable housing development for low income elderly households and shall comply with all requirements of State law as specified in Chapter 96A of the Code of Alabama.

Motion was made by Commissioner Carns seconded by Commissioner Smoot that the above resolution be adopted. Voting "Aye" Carns, Smoot and Collins.

Aug-24-2010-784

WHEREAS, Jefferson County owns a property funded by the HOME Program; and

WHEREAS, said parcel is located at 2523 Mamie L. Fosters 18th Place South, Homewood, Alabama 35209 and legally described as Lot 4, in Block 11, according to the Survey of South Birmingham Land Company, as recorded in Map Book 3 Page 83 in the Probate Office of Jefferson County, Alabama; and

WHEREAS, Greater Birmingham Habitat for Humanity desires to acquire said property; and

WHEREAS, said property is to be used by Greater Birmingham Habitat for Humanity under the terms of their Neighborhood Stabilization (NSP) Program Agreement with Jefferson County dated September 22, 2009; and

WHEREAS, use of said property for this purpose complies with HOME and NSP regulations;

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that said Commission will sell to Greater Birmingham Habitat for Humanity said property as described above at no cost and the Commission President is authorized to sign the sales contract, deed and any other documents required to complete the transaction.

Motion was made by Commissioner Carns seconded by Commissioner Smoot that the above resolution be adopted. Voting "Aye" Carns, Smoot and Collins.

Aug-24-2010-785

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Contract Extension between Jefferson County, Alabama and Retina Specialists of Alabama to provide retina testing services for Cooper Green Mercy Hospital referral patients for FY10-11 in the amount of \$10,000.

CONTRACT EXTENSION

This contract Extension by and between Jefferson County Commission d/b/a Cooper Green Mercy Hospital, hereinafter referred to as "The Hospital," and RETINA SPECIALISTS OF ALABAMA, LLC. hereinafter referred to as the "Contractor," is hereby effective on September 30, 2010 as follows:

WITNESSETH:

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

WHEREAS, the Contractor desires to extend this Contract:

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

The Contract between the parties entered into on the 11th day of September, 2009, which was approved by the Jefferson County Commission on October 06, 2009, and recorded in Minute Book 158, Page(s) 507-508, is hereby extended as follows:

Item 3 : Extend the completion dated of this contract from October 01, 2010 to September 30, 2011.

Jefferson County Commission
Bettye Fine Collins, President
Contractor

Cooper Green Mercy Hospital
Sandra Hull , MD, CEO/Medical Director

Retina Specialists of Alabama, LLC.

Motion was made by Commissioner Carns seconded by Commissioner Smoot that the above resolution be adopted. Voting "Aye" Carns, Smoot and Collins.

Aug-24-2010-786

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request from the Jefferson County Housing Authority to reappoint Sue B. Wade, a resident of Spring Gardens, as Resident Appointment to Housing Authority Board for a five-year term beginning September, 2010, be and hereby is approved. By law, it is required that a resident be a member of the Board.

Motion was made by Commissioner Carns seconded by Commissioner Smoot that the above resolution be adopted. Voting "Aye" Carns, Smoot and Collins.

Aug-24-2010-787

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

DISPOSALS:

JEFFERSON REHAB:

13000000261	KRONOS SOFTWARE/JC REFORMATOR	WAREHOUSE FOR AUCTION
14000001147	COPIER: SHARP 2040	WAREHOUSE FOR AUCTION
14000004424	EDP EQ PRINTER MISC	WAREHOUSE FOR AUCTION
140000047.82	PRINTER	WAREHOUSE FOR AUCTION
14000004785	PERSONAL COMPUTER	WAREHOUSE FOR AUCTION
14000004786	PRINTER	WAREHOUSE FOR AUCTION
14000004787	LASER PRINTER	WAREHOUSE FOR AUCTION
14000004960	COPIER	WAREHOUSE FOR AUCTION
14000005297	LA424 PRINTER W/STAND	WAREHOUSE FOR AUCTION
14000005298	LA424 PRINTER W/STAND	WAREHOUSE FOR AUCTION
15000000888	OVEN, PIZZA S/S 361N.	WAREHOUSE FOR AUCTION
16000003311	SPEED QUEEN WX30120 WASHER	WAREHOUSE FOR AUCTION
16000003312	STATION CONTROL UNIT	WAREHOUSE FOR AUCTION
16.000003315	PHOTO/TECH RIDGE SYSTEM	WAREHOUSE FOR AUCTION

DISTRICT ATTORNEY:

1400.0001786	AUTOMATIC LETTER, FLDR/INSRTR	SALVAGE
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SHERIFF'S OFFICE:

14000006222	LASER PRINTER HP 8000D	LANDFILL
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Motion was made by Commissioner Carns seconded by Commissioner Smoot that the above resolution be adopted. Voting "Aye" Carns, Smoot and Collins.

Aug-24-2010-788

WHEREAS, The Jefferson County Commission (the "Commission's previously exercised its discretionary authority to establish the Jefferson County Active Employee Group Health Care Plan (the "Plan") to provide group hospital, physician, major medical, and prescription drug benefits for certain eligible Jefferson County employees and their eligible family members; and

WHEREAS, the Commission periodically issues a booklet (the "Plan Booklet") that sets out effective Plan rules, procedures, features and benefits and that has a Table of Contents including one or more (or all) of the following topics: (1) Summary Of Health Benefits; (2) Eligibility; (3) COBRA Coverage; (4) Benefit Conditions; (5) Health Benefits; (6) Coordination Of Benefits (COB); (7) Subrogation; (8) Claims And Appeals; (9) General Information; (10) Customer Service; (11) Health Benefit Exclusions; and (12) Definitions; and

WHEREAS, the Plan is maintained on a twelve (12) consecutive calendar month accounting period that begins on October 1 and ends on September 30 (a "Plan Year"); and

WHEREAS, the Commission desires to acknowledge employee contributions and dedicated service by continuing the Plan for the October 1, 2010 through September 30, 2011 Plan Year.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION that the Plan shall continue in effect for the October 1, 2010 through September 30, 2011 Plan Year, with the Plan Booklet and this Resolution (including, without limitation, the immediately following Paragraphs 14 hereof) to constitute the operative terms and provisions of the Plan:

1. Employee Contributions. Plan participant contributions by employees for single and family Plan coverage shall be determined on a monthly basis for the October 1, 2010 through September 30, 2011 Plan Year by the Director of the Human Resources Department of Jefferson County (the "Director") on the following basis:

Single Coverage for 10/01/10 - 09/30/11:	\$58.08 per month
Family Coverage for 10/01/10 - 09/30/11:	\$199.32 per month

2. Current Mailing Address. Covered employees shall be responsible for at all times maintaining on file with the Director their own current mailing address and the current mailing address of each of their covered dependents(s).

3. Administrative Services. Blue Cross and Blue Shield of Alabama shall continue to provide Plan administrative services for the October 1, 2010 through September 30, 2011 Plan Year.

4. Effective Date. Following its enactment by the Commission, this Resolution shall be effective as of October 1, 2010; provided however, that this Resolution is limited to authorizing the Plan to continue only for the October 1, 2010 through September 30, 2011 Plan Year; therefore, further Commission action shall be required to continue the Plan in effect beyond September 30, 2011.

Motion was made by Commissioner Carns seconded by Commissioner Smoot that the above resolution be adopted. Voting "Aye" Carns, Smoot and Collins.

Aug-24-2010-789

WHEREAS, The Jefferson County Commission (the "Commission") previously exercised its discretionary authority to establish the Jefferson County Retiree Group Health Care Plan (the "Retiree Health Plan") to provide group hospital, physician, major medical, and prescription drug benefits for certain eligible retirees and their eligible family members; and

WHEREAS, the Retiree Health Plan provides group health insurance coverage to eligible individuals who prior to age sixty-five (65) are eligible to begin receiving monthly benefits under the rules and regulations of The General Retirement System for Employees of Jefferson County (a "Pension") and to eligible dependents of such individuals; and

WHEREAS, the Commission periodically issues a booklet (the "Plan Booklet") that sets out effective Retiree Health Plan rules, procedures, features and benefits and that has a Table of Contents including one or more (or all) of the following topics: (1) Summary of Health Benefits; (2) Eligibility; (3) COBRA Coverage; (4) Benefit Conditions; (5) Lifetime Maximum; (6) Health Benefits; (7) Coordination of Benefits (COB); (8) Subrogation; (9) Claims and Appeals; (10) General Information; (11) Customer Service; (12) Health Benefit Exclusions; and (13) Definitions; and

WHEREAS, the Retiree Health Plan is maintained on a twelve (12) consecutive calendar month accounting period that begins on October 1 and ends on September 30 (a "Plan Year") and is a discretionary program that may be terminated or amended by the Commission; and

WHEREAS, the Commission desires to acknowledge employee contributions and years of dedicated service by continuing the Retiree Health Plan for the October 1, 2010 through September 30, 2011 Plan Year; provided, however, that the Commission shall retain authority to terminate or amend the Retiree Health Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION that this Resolution and those Plan Booklet terms and provisions that are consistent with this Resolution shall constitute the operative terms and provisions of the Retiree Health Plan, and the Retiree Health Plan shall be administered in accordance with such operative terms and provisions, including the following Paragraphs 110 of the Resolution

1. Eligible Retiree Coverage. Subject to the operative terms and provisions of the Retiree Health Plan, an individual who (i) has not reached age sixty five (65), (ii) is eligible to receive payment of a Pension, and (iii) is covered by the Jefferson County active employee group health insurance plan for hospital, physician, major medical, and prescription drug benefits immediately before the date the Pension becomes payable (an "Eligible Retiree" will, following his or her timely completion of any enrollment or application forms required by the Director of the Human Resources Department of Jefferson County (the "Director", be eligible to begin Retiree Health Plan coverage as of the date the Pension becomes payable. Regardless of any other operative terms and provisions of the Retiree Health Plan, an Eligible Retiree shall not be eligible for late enrollment in the Retiree Health Plan; accordingly, an Eligible Retiree must enroll in the Retiree Health Plan as of his or her earliest date of coverage eligibility. The Retiree Health Plan coverage of an Eligible Retiree shall terminate in accordance with the applicable terms and provisions of the Plan Booklet and/or due to nonpayment of required participant contributions.

2. Eligible Dependent Coverage. Subject to the operative terms and provisions of the Retiree Health Plan, an Eligible Retiree who is himself of herself eligible for Retiree Health Plan coverage may enroll each eligible dependent of his or hers as defined by the Plan Booklet (an "Eligible Dependent") in Retiree Health Plan coverage by timely completing any enrollment or application forms required by the Director; provided, however, that an Eligible Dependent will be ineligible for Retiree Health Plan enrollment if he or she has reached age sixty five. Regardless of any other operative terms and provisions of the Retiree Health Plan, an Eligible Dependent shall not be eligible for late enrollment in the Retiree Health Plan; accordingly, an Eligible Dependent must be enrolled in the Retiree Health Plan as of his or her earliest date of coverage eligibility. The Retiree Health Plan coverage of an Eligible Dependent shall terminate in accordance with the applicable terms and provisions of the Plan Booklet (without regard to whether the Retiree Health Plan coverage of his or her related Eligible Retiree has terminated) and/or due to nonpayment of required participant contributions.

3. Eligible Retiree's Medicare Eligibility. Regardless of any operative terms or provisions of the Retiree Health Plan, (i) an individual who is eligible for Medicare enrollment on the date he or she is eligible to receive a Pension shall be ineligible for Retiree Health Plan enrollment as an Eligible Retiree (but such individual shall be treated as an Eligible Employee solely for the purposes of the Retiree Health Plan enrollment of Eligible Dependents), and (ii) an Eligible Retiree's Retiree Health Plan coverage shall terminate if he or she becomes eligible for Medicare enrollment (but the coverage of his or her Eligible Dependents may continue in accordance with the following Paragraphs 4 and 6 of this Resolution). Prior to and as a condition of enrollment as an Eligible Retiree in the Retiree Health Plan, an individual who is eligible to receive a Pension due to a disability (a "Disability Pensioner" shall provide such information and documentation as is requested by the Director regarding his or her date of eligibility for Medicare enrollment and/or actual enrollment in Medicare. Following the Retiree Health Plan enrollment of a Disability Pensioner as an Eligible Employee, he or she shall (a) notify the Director of his or her eligibility date for Medicare enrollment within 30 days or his or her receipt of notice of such eligibility date and (b) provide such information and documentation as is requested once during a Plan Year by the Director in writing regarding eligibility for Medicare enrollment and/or actual enrollment in Medicare (a "Medicare Information Request"). Failure to provide a complete response to a Medicare Information Request within 30 days after it is mailed to the Disability Pensioner's current mailing address on file with the Director will result in termination of the Disability Pensioner's Retiree Health Plan coverage; provided, however, that such coverage may be retroactively reinstated if within 60 days after such mailing of the Medicare Information Request a complete response thereto is provided to the Director showing that the Disability Pensioner is eligible for Retiree Health Plan coverage. No loss of Medicare coverage shall result in the resumption of Retiree Health Plan coverage as an Eligible Retiree.

4. Eligible Dependent's Medicare Eligibility. Regardless of any operative terms or provisions of the Retiree Health Plan, (i) an individual who is eligible for Medicare enrollment on the date he or she otherwise would be eligible for Retiree Health Plan enrollment as an Eligible Dependent shall be ineligible for Retiree Health Plan enrollment, and (ii) the Retiree Health Plan coverage of an Eligible Dependent shall terminate if he or she becomes eligible for Medicare enrollment. Prior to and as a condition of enrollment as an Eligible Dependent in the Retiree Health Plan, an individual shall provide such information and documentation as is requested by the Director regarding his or her date of eligibility for Medicare enrollment and/or actual enrollment in Medicare. Following the Retiree Health Plan enrollment of an Eligible Dependent, he or she shall (a) notify the Director of his or her eligibility date for Medicare enrollment within 30 days of his or her receipt of notice of such eligibility date and (b) respond to each Medicare Information Request. Failure to provide a complete response to a Medicare Information Request within 30 days after it is mailed to the Eligible Dependent's current mailing address on file with the Director will result in termination of the Eligible Dependent's Retiree Health Plan coverage;

provided, however, that such coverage may be retroactively reinstated if within 60 days after such mailing of the Medicare Information Request a complete response thereto is provided to the Director showing that the Eligible Dependent is eligible for Retiree Health Plan coverage. No loss of Medicare coverage shall result in the resumption of Retiree Health Plan coverage as an Eligible Dependent.

5. Act 03-343. The Commission's Resolution No. 2006-683, Minute Book 151, Pages 214-216, which was enacted on June 7, 2006 ("Resolution 2006-683"), made changes to the coverage eligibility rules of the Retiree Health Plan that shall remain in effect for the October 1, 2010 - September 30, 2011 Plan Year. Regardless of any operative terms or provisions of the Retiree Health Plan to the contrary, no individual may enroll (or be enrolled) under Paragraph 1 or 2 above, if he or she is an "Electing Individual" as defined by Resolution 2006-683 and/or has otherwise elected to become such an Electing Individual by submitting an application to The General Retirement System for Employees of Jefferson County to convert Unpaid Service to Paid Service pursuant to Act 03-343.

6. Participant Contributions and Current Mailing Addresses. Retiree Health Plan participant contribution levels shall be determined on a monthly basis for the October 1, 2010 - September 30, 2011 Plan Year by the Director per the rate table attached to this Resolution (the "Rate Table") and be based upon an Eligible Retiree's age as of the date that Retiree Health Plan coverage first becomes effective and the Eligible Retiree's years of service with Jefferson County. To the extent the Rate Table does not specify a participant contribution level for an Eligible Employee's age and/or years of service, the Director shall determine a participant contribution level for the Eligible Employee based upon the same formula(s) that were used to set the contribution levels in the Rate Table. The participant contribution level for a Disability Pensioner and his or her Eligible Dependents shall be determined under the Rate Table based upon 30 years of service and an Eligible Employee age of 64 years (the 'Disability Rate'. When a Medicare-eligible individual is treated as an Eligible Employee under the preceding Paragraph 3 of this Resolution solely for the purposes of Retiree Health Plan enrollment of Eligible Dependents, (i) the Disability Rate shall apply, (ii) the single coverage amount shall apply when one Eligible Dependent is covered, and (iii) the family coverage amount shall apply when more than one Eligible Dependent is covered. When the Retiree Health Plan coverage of a Disability Pensioner terminates due to Medicare eligibility and one or more of his or her Eligible Dependent(s) continue(s) to be covered, (a) the Disability Rate shall apply, (b) the single coverage amount shall apply when one Eligible Dependent is covered, and (c) the family coverage amount shall apply when more than one Eligible Dependent is covered. All participant contributions shall be due on a monthly basis and paid in accordance with procedures implemented by the Director. Eligible Retirees (including Disability Pensioners) and Eligible Dependents shall be responsible for maintaining their current mailing address on file with the Director at all times.

7. 2010-2011 Plan Year. The Retiree Health Plan will continue to be maintained on an October 1 through September 30 Plan Year for the October 1, 2010 through September 30, 2011 Plan Year as a discretionary program that may be terminated or amended by the Commission. This Resolution is limited to authorizing the Retiree Health Plan to continue only for the October 1, 2010 through September 30, 2011 Plan Year; therefore, further Commission action shall be required to continue the Retiree Health Plan in effect beyond September 30, 2011.

8. COBRA Coverage. Following the termination of the Retiree Health Plan coverage of an Eligible Retiree or an Eligible Dependent, such Eligible Retiree or Eligible Dependent shall not thereafter be eligible to re-enroll for Retiree Health Plan coverage but may exercise any Retiree Health Plan coverage continuation rights that he or she has under COBRA.

9. Severability. The foregoing terms and provisions hereof are severable; accordingly, the invalidity or unenforceability of any such term or provision shall not affect the other terms or provisions hereof, and any invalid or unenforceable term(s) or provision(s) shall be treated as though they have been omitted.

10. Effective Date. Following its enactment by the Commission, this Resolution shall be effective as of October 1, 2010.

JEFFERSON COUNTY RETIREE HEALTH OPTIONS

10/1 2010 through 9/30/2011

RETIREE COSTS PER MONTH

	AGE AT RETIREMENT		AGE AT RETIREMENT		AGE AT RETIREMENT		AGE AT RETIREMENT	
	60-64		55-59		50-54		45-49	
Retiree Cost Per Month with 30+ Service Blue Cross Blue Shield	SINGLE	FAMILY	SINGLE	FAMILY	SINGLE	FAMILY	SINGLE	FAMILY
	\$ 58.08	\$ 199.32	\$ 58.08	\$ 199.32	\$ 58.08	\$ 199.32	\$ 352.15	\$ 1,009.64
25-29 Years Blue Cross Blue Shield	\$ 192.85	\$ 523.45	\$ 257.18	\$ 712.52	\$ 321.51	\$ 901.60	\$ 385.84	\$ 1,090.67
20-24 Years Blue Cross Blue Shield	\$ 270.05	\$ 750.34	\$ 315.08	\$ 882.69	\$ 360.11	\$ 1,015.04	\$ 405.14	\$ 1,147.40
15-19 Years Blue Cross Blue Shield	\$ 324.08	\$ 909.16	\$ 335.60	\$ 1,001.81	\$ 387.13	\$ 1,094.46	\$ 418.65	\$ 1,187.10
10-14 Years Blue Cross Blue Shield	\$ 361.91	\$ 1,020.34	\$ 383.97	\$ 1,085.19	\$ 406.04	\$ 1,150.04	\$ 428.10	\$ 1,214.90

Motion was made by Commissioner Carns seconded by Commissioner Smoot that the above resolution be adopted. Voting "Aye" Carns, Smoot and Collins.

Aug-24-2010-790

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the request from the Central Alabama Fire Chiefs Association to reappoint Chief Howard Summerford to serve a second term on the Jefferson County Fire/Emergency Medical Service Communications Advisory Board beginning upon approval and ending November 30, 2013, be and hereby is approved.

Motion was made by Commissioner Smoot seconded by Commissioner Carns that the above resolution be adopted. Voting "Aye" Smoot, Carns and Collins.

Aug-24-2010-791

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Supplemental to Agreement between Jefferson County, Alabama and Engineering Design Technology, Inc. to provide design and production of complete construction plans for the widening of Patton Chapel Road from Crayrich Drive to Chapel Lane in the amount of \$44,351 (80% federal/10% County/10% City of Hoover funds).

SUPPLEMENTAL 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 scope of 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, Minute Book 154, Pages 5059, by and between Jefferson County in the State of Alabama (hereinafter referred to as the COUNTY), and Engineering Design Technology, Inc. (hereinafter referred to as the CONSULTANT).

WITNESSETH

WHEREAS, the COUNTY desires to incorporate additional services of CONSULTANT to provide for the bridge design and construction plans for the replacement of an existing bridge within the project limits under provisions of ARTICLE VI - MISCELLANEOUS PROVISIONS, SECTION 1 - CHANGES OF WORK.

WHEREAS, the CONSULTANT shall provide all professional services necessary for the design and production of complete construction plans for the construction of a bridge replacement on Patton Chapel Road over Patton Creek.

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

I. ARTICLE I - SCOPE OF WORK

1. Evaluate alternative designs to determine a cost-effective superstructure and substructure for the proposed crossing.
2. Establish elevation of bridge based on necessary clearance for high water requirements.
3. Prepare prints and supporting data for site inspection.
4. Prepare construction cost estimate based on the proposed bridge.
5. Upon approval of the Preliminary Plans, prepare detailed designs for the superstructure and substructure units.
6. Prepare detailed Construction Plans.
7. Check contractor submitted shop drawings.

II. AMENDMENT TO ARTICLE IV - TIME OF BEGINNING AND COMPLETION

The CONSULTANT shall complete the Scope Of Work as outlined in this Supplemental within six (6) months after final acceptance by the COUNTY of the Supplemental. Work shall begin the date of the written "Notice to Proceed" and shall end six (6) months after the begin date.

Amend original Agreement to grant a time extension of six (6) months beginning the date of execution by the Jefferson County Commission of this Supplemental Agreement to the contractual time. The time extension is excluding any review time by the Alabama Department of Transportation.

III. AMENDMENT TO ARTICLE V - PAYMENT

For the work completed under this Supplemental Agreement the CONSULTANT will be compensated a Lump Sum of Forty Four Thousand Three Hundred Fifty One Dollars (\$44,351). Payment will be made in monthly installments and in amounts relative to the progress of the work and subject to such evidence of performance as the COUNTY may deem necessary.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day of , 2010.

ENGINEERING DESIGN TECHNOLOGIES, INC.

Fred Hawkins, Vice President

RECOMMENDED:

E. Wayne Sullivan

Director/County Engineer

ATTEST:

JEFFERSON COUNTY COMMISSION

Bettye Fine Collins, President

Motion was made by Commissioner Smoot seconded by Commissioner Carns that the above resolution be adopted. Voting "Aye" Smoot, Carns and Collins.

Aug-24-2010-792

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following amendment to the agreement between Jefferson County, Alabama and Symco Group, Inc. to extend maintenance for Unisys software and hardware for the period August 1, 2010 to October 31, 2010 in the amount of \$48,237. No additional funds required.

CONTRACT NO: CON-00001070

AMENDMENT TO CONTRACT/BID EXTENSION

This Amendment to the Contract by and between Jefferson County, Alabama, hereinafter called the "County", and Symco Group Inc., hereinafter called "the Contractor" to provide maintenance and support services for Unisys NX6830-PL5 software and Unisys NX6830 hardware support effective the 1st day of August, 2010.

WITNESSETH:

WHEREAS, the County desires to amend the Contract/Bid; and

WHEREAS, the Consultant wishes to amend the Contract/Bid.

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

This contract results from Jefferson County's Request for Bid No. 71-09. The Contract between the parties referenced above, which was approved by the Jefferson County Commission on June 9, 2009 and recorded in Minute Book 158, Pages 167-168, is hereby amended as follows:

Item 1. Amend the Contract Period Term paragraph as follows: Contract will be effective August 1, 2010 through October 31, 2010.

Item 2. Compensation: The Contractor shall be compensated for service rendered at a cost of \$16,079.00 monthly as follows:

Unisys NX6830-PL5 Software Maintenance	7,665.00
Unisys NX6830-PL5 Hardware Maintenance	8,414.00

All other terms and conditions of the original contract/bid award response remain the same.

Jefferson County, Alabama

Bettye Fine Collins, President

Jefferson County Commission

CONTRACTOR:

Chip Corley

Symco Group Inc

Motion was made by Commissioner Carns seconded by Commissioner Smoot that the above resolution be adopted. Voting "Aye" Carns, Smoot and Collins.

Aug-24-2010-793

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and B & L Associates to provide software, hardware and annual maintenance to manage the virtual tape environment beginning August 15, 2010 and expiring on August 16, 2011 in the amount of \$31,417.50. No additional funds required.

CONTRACT NO: CON-00001074

GOODS AND SERVICES CONTRACT

THIS AGREEMENT entered into this 30th July 2010, by and between Jefferson County Alabama, hereinafter called "the County", and B&L ASSOCIATES called "the Contractor". The effective date of this agreement shall be August 15, 2010.

WHEREAS, the County desires to furnish said goods and services to the Jefferson County Commission, and

WHEREAS, the Contractor desires to furnish said goods and 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 and supply the goods hereinafter set forth.
2. **SCOPE OF GOODS & SERVICES:** This contract results from Jefferson County's Request for Bid No. 148-10. The BID describes the scope of services called for and the quote# 20100723 contains the statements and representations of the Contractor, thereto. This contract document constitutes essential components of this Contract and is adopted herein by reference. Those two components and this CONTRACT document constitute the entire agreement between the parties. The Scope of Goods and Services are as follows, but not limited to:

BL/LIB VTS SOFTWARE				
SKU	DESCRIPTION	PRICE	QTY	TOTAL
BL/LIB	Software to manage the Virtual Tape environment including: the automated mounting of virtual tapes; the management of virtual tape retention, and virtual tape cross-referencing. 3 Year Software License	\$1,200.00	1	\$1,200.00
BL/LIB-VTS-8TB	Software to provide emulation for up to 8 virtual tape drives and manage a storage capacity of a to 3TB.	\$ 8600.00	1	\$8,600.00
BL/LIB VTS HARDWARE				
SKU	DESCRIPTION	PRICE	QTY	TOTAL
VTS- SERVER	Virtual Tape Server running Linux OS with support for unlimited tape slot capacity. Each server includes: 4GB RAM, SATA RAID controller card, 1 single port 4GB FC HBA, 1 dual port 2 GB FC HBA & redundant 800W power supplies.	\$12,900.00	1	\$12,900.00
VTS-HBAs2	HBAs2 Spare, 2-port SCSI LVD HBA Card	\$630.00	1	\$630.00
BL/LIB VTS IMPLEMENTATION & TRAINING				
SKU	DESCRIPTION	PRICE	QTY	TOTAL
VTS-IMPTR	BL/LIB-VTS Implementation & Training (per day basis, plus travel and expenses)	\$2,000.00	2	\$4,000.00
BL/LIB-VTS Total				\$9,800.00
Cost of BL/LIB-VTS Software				\$9,800.00
Cost of BL/LIB-VTS Hardware				\$13,530.00
Cost of Implementation & Training				\$4,000.00
BL/LIB-VTS Product Total				\$27,330.00
BL/LIB-VTS Yearly Maintenance				
Cost of Software Maintenance: Access to B&L support site for product downloads and unlimited, 24/7 telephone & Web Ex support				\$2,058.00
Cost of Hardware Maintenance: Includes next business day arts delivery and unlimited, 24/7 telephone support				\$2,029.50
BL/LIB-VTS Yearly Product Maintenance				\$4,087.50
Grand Total BL/LIB-VTS Product & Maintenance				\$31,417.50

3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:**
The Contractor shall be available to render goods and services to Jefferson County Commission any time after the effective date of this Contract.
The Contract term expires on August 16, 2011 with the option to renew for a period of up to two (2) additional one (1) year terms.
4. **ASSIGNMENT:** No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize the Successful Offeror to subcontract (assign) any portion of this contract, the Successful Offeror will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Successful Offeror must maintain a continuous effective business relationship with the subcontractors) including, but not limited to, regular payment of all monies owed to any subcontractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.
5. **GOVERNING LAW/DISPUTE RESOLUTION:** The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, material and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County Alabama, Birmingham Division.
6. **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.
7. **COMPENSATION:** The Contractor shall be compensated for services rendered at a cost shown on Item 2: Scone of Goods and Services or payable monthly per submission of invoice. Payment terms are Net 30 days after receipt of invoice.

8. INDEPENDENT CONTRACTOR: The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for all applicable federal, state and local taxes, etc. and the County will not be obligated for same under this contract.
9. NONDISCRIMINATION POLICY: Both parties agree that all services rendered under this contract will be done so without regard to race, creed, color, sex, national origin, religion or handicap.
10. MISCELLANEOUS REQUIREMENTS: Upon execution of this contract, the Contractor shall furnish the Jefferson County Finance Department with information required for Form 1099 reporting and other pertinent data required by law.
11. TERMINATION FOR CONVENIENCE: Upon Thirty (30) days written notice to the Contractor, the County may without cause and without prejudice to any other right or remedy to the County, elect to terminate the Agreement. In such case the Contractor shall be paid (without duplication of items): (1) for completed and accepted work executed in accordance with the Agreement prior to the effective date of termination, including fair and reasonable sums for such work; (2) for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Agreement in connection with any uncompleted work; and (3) for reasonable expenses directly attributable to termination, excluding loss of anticipated revenue or other economic loss arising out of or resulting from such termination.
12. LIABILITY: The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY.
13. AMENDMENT OF AGREEMENT: This Contract contains the entire understanding of the parties, and no change of any term or provision of the Contract shall be valid or binding unless so amended by written instrument which has been executed or approved by the County. Any such amendment shall be attached to and made a part of this Contract. A written request must be made to the County and an amended agreement will be executed.
14. INSURANCE: Contractor will maintain such insurance as will protect him and the County from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama. Evidence of insurance will be furnished to the Purchasing Agent not later than seven (7) days after purchase order date Contractor must have adequate Commercial General liability insurance of \$1,000,000 per occurrence. Before beginning work, contract party shall file with the County evidence of insurance showing the amounts of insurance carried and the risk covered thereby. Liability insurance coverage must be no less than \$1,000,000. During performance the company must effect and maintain insurance from a company licensed to do business in the State of Alabama. Coverage required includes 1) Commercial General Liability; 2) Business Automobile Liability; 3) Worker's Compensation and Employer's Liability.
15. 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 expressively set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of anything of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.
16. HOLD HARMLESS AND INDEMNIFICATION: Contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed by a third party against or imposed upon County because of bodily injury, death or tangible property damage, real or personal, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Integrator, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees.
17. VIOLATION: Any violation of this certification shall constitute a breach and default of this Agreement which shall be cause for termination. Upon such termination Contractor shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.
18. LIMITATION OF LIABILITY: NEITHER PARTY SHALL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES UNDER THIS AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OF THEIR POSSIBILITY. THIS LIMITATION OF LIABILITY APPLIES BOTH TO PRODUCTS AND SERVICES CUSTOMER PURCHASES UNDER THIS AGREEMENT. BOTH PARTIES TOTAL LIABILITY ARISING OUT OF, OR IN CONNECTION WITH, ANY

EVENT OR SERIES OF CONNECTED EVENTS OCCURRING IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE VALUE OF THE PRODUCTS OR SERVICES PURCHASED BY CUSTOMER PURSUANT TO THIS AGREEMENT SUBJECT TO THE CLAIM.

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

WITNESSES: JEFFERSON COUNTY, ALABAMA
Bettye Fine Collins, President
Jefferson County Commission

WITNESSES: B & L ASSOCIATES
Leonard J. DiCarlo

Motion was made by Commissioner Carns seconded by Commissioner Smoot that the above resolution be adopted. Voting "Aye" Carns, Smoot and Collins.

Aug-24-2010-794

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and Solutionz, Inc. to provide annual maintenance for Tandberg video equipment beginning August 2, 2010 and ending August 1, 2011 in the amount of \$20,948. No additional funds required.

BID NO.151-10

ANNUAL MAINTENANCE CONTRACT

THIS AGREEMENT entered into this 27th July, 2010, by and between Jefferson County Alabama, hereinafter called "the County", and Solutionz, Inc, called "the Contractor". The effective date of this agreement shall be August 2, 2010/

WHEREAS, the County desires to contract for annual maintenance services for the Jefferson County Commission, hereinafter called "the Commission"; and

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

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

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: This contract results from Purchasing Association of Central Alabama BID NO. 151-10. The Bid describes the scope of services called for and the Response contains the statements and representations of the Contractor, thereto. The response from the Contractor constitutes essential components of this Contract and is adopted herein by reference. Those components and this CONTRACT document constitute the entire agreement between the parties. The Scope of Services are as follows:
 - a. Tier I Maintenance support provided by the Solutionz, Inc
 - b. Unlimited 247 telephone support
 - c. Access to Tandberg Online Support and Assistance
 - d. Unlimited access to major, minor and maintenance releases of Tandberg operating system software
 - e. Hardware replacement options including:
 - Return to Factory (RTF)
 - Same Day Ship (SDS)
3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:

The Contractor shall be available to render annual maintenance services to the Department of Information Technology at any time after the effective date of this Contract. The Contract term expires on August 1, 2011.
4. COMPENSATION: The Contractor shall be compensated for the annual maintenance and support a sum of \$20,948.00; payment terms are Net 30.
5. ASSIGNMENT: No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize the 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 subcontractors) including, but not limited to, regular payment of all monies owed to any subcontractor. Failure to comply with these requirements in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.

6. **GOVERNING LAW/DISPUTE RESOLUTION:** The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, material and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County Alabama, Birmingham Division.
7. **STATEMENT OF CONFIDENTIALITY:** Contractor agrees that any information accessed or gained in performance of those duties will be maintained in absolute confidence and will not be released, discussed, or made known to any party or parties for any reason whatsoever, except as required in the conduct of duties required, or where disclosure is required by law or mandated by a court of law.
8. **INDEPENDENT CONTRACTOR:** The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for all applicable federal, state and local taxes, etc.
9. **NON DISCRIMINATION POLICY:** Both parties agree that all services rendered under this contract will be done so without regard to race, creed, color, sex, national origin, religion or handicap.
10. **MISCELLANEOUS REQUIREMENTS:** Upon execution of this contract, the Contractor shall furnish the Jefferson County Finance Department with information required for Form 1099 reporting and other pertinent data required by law.
11. **LIABILITY:** The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY. The Contractor will indemnify and hold harmless the COUNTY, its elected officials and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of the Contractor, its agents, subcontractors or employees under this Contract.
12. **TERMINATION FOR CONVENIENCE:** Upon Thirty (30) days written notice to the Contractor, the County may without cause and without prejudice to any other right or remedy to the County, elect to terminate the Agreement. In such case the Contractor shall be paid (without duplication of items): (1) for completed and accepted work executed in accordance with the Agreement prior to the effective date of termination, including fair and reasonable sums for such work; (2) for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Agreement in connection with any uncompleted work; and (3) for reasonable expenses directly attributable to termination, excluding loss of anticipated revenue or other economic loss arising out of or resulting from such termination.
13. **AMENDMENT OF AGREEMENT:** This Contract contains the entire understanding of the parties, and no change of any term or provision of the Contract shall be valid or binding unless so amended by written instrument which has been executed or approved by the County. Any such amendment shall be attached to and made a part of this Contract. A written request must be made to the County and an amended agreement will be executed.
14. **COUNTY FUNDS PAID:** Contractor and the Contractor representative signed below certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of anything of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.
15. **HOLD HARMLESS AND INDEMNIFICATION:** Contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed against or imposed upon County because of bodily injury, death or property damage, real or personal, including loss of use thereof arising out of or as a consequence of the breach of any duty or obligations of the contracting party included in this agreement, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Integrator, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement, or arising out of Worker's Compensation claims, Unemployment Compensation claims, or Unemployment Disability compensation claims of employees of company and/or its subcontractors or claims under similar such laws or obligations. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees. Before beginning work, contract party shall file with the County a certificate from his insurer showing the amounts of insurance carried and the risk covered thereby. Liability insurance coverage must be no less than \$1,000,000. During performance the company must effect and maintain insurance from a company

licensed to do business in the State of Alabama. Coverage required includes 1) Comprehensive General Liability; 2) Comprehensive Automobile Liability; 3) Worker's Compensation and Employer's Liability.

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

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

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

WITNESSES: JEFFERSON COUNTY, ALABAMA
Bettye Fine Collins, President
Jefferson County Commission
WITNESSES: SOLUTIONZ, INC.

Motion was made by Commissioner Carns seconded by Commissioner Smoot that the above resolution be adopted. Voting "Aye" Carns, Smoot and Collins.

Aug-24-2010-795

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and EMC Corporation to provide annual maintenance for EMC software, hardware and storage disk for the period August 1, 2010 to July 31, 2011 in the amount of \$90,956.85. No additional funds required.

CONTRACT NO. CON-00000839

MAINTENANCE SERVICES CONTRACT

THIS AGREEMENT entered into this 1st July, 2010, by and between Jefferson County Alabama, hereinafter called "the County", and EMC Corporation called "the Contractor" and is referred to herein as the "Contract". The effective date of this Contract shall be August 1, 2010 (the "Effective Date").

WHEREAS, the County desires to contract for maintenance services for the Jefferson County Commission, hereinafter called "the Commission"; and

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

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

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

2. SCOPE OF SERVICES: This Contract results from Jefferson County's Request for Bid No. 128-09. The Bid describes the scope of services called for and the Response contains the statements and representations of the Contractor, thereto. See attached Bid; the response AND document quote number JFCNTY410 and Continuous Coverage Product Maintenance (CCPM) from EMC Corporation constitutes essential components of this Contract and is incorporated herein by reference. Those three components and this Contract document constitute the entire agreement between the parties in relation to the subject matter hereof. The Scope of Services chart on file in the Minute Clerk's office.

3. TERMS OF CONTRACT AND AUTHORIZATION TO PERFORM WORK:

The Contractor shall be available to render maintenance services to the Department of Information Technology at any time after the Effective Date of this Contract.

The Contract term expires in accordance with the dates as outlined in quote number JFCNTY410 with the option to renew for a period of up to two (2) additional one (1) year terms, for Products that have not reached End of Service Life as provided to Customer with six (6) months advance notice.

4. COMPENSATION: The Contractor shall be compensated for the annual software maintenance and support a sum of \$90,956.85; payment terms are Net 30.

5. ASSIGNMENT: No portion of the Contract, including the CCPM, may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Notwithstanding the foregoing, Contractor may appoint subcontractors to perform certain services on its behalf provided always that the Contractor will maintain the ultimate legal responsibility for all services according to the Contract and the CCPM. In the event of a subcontract, the Contractor must maintain a continuous effective business relationship with the subcontractors) including, but not limited to, regular payment of all monies owed to any subcontractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.
6. GOVERNING LAW/DISPUTE RESOLUTION: The parties agree that this Contract is made and entered into in Jefferson County, Alabama and that all services, material and equipment to be rendered pursuant to said Contract are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Contract will be governed by laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this Contract shall be the Circuit Court of Jefferson County Alabama, Birmingham Division.
7. STATEMENT OF CONFIDENTIALITY "Confidential Information" means the terms of this Contract (including the terms of the CCPM) and all confidential and proprietary information of Contractor or the County, including without limitation all business plans, product plans, financial information, software, designs, formulas, methods, know how, processes, materials provided to County in the course of performing Services under this Contract, and technical, business and financial data of any nature whatsoever (including, without limitation, any marketing, pricing and other information regarding the Services), provided that such information is marked or designated in writing as "confidential," "proprietary," or any other similar term or designation. Confidential Information does not include information that is (i) rightfully in the receiving party's possession without obligation of confidentiality prior to receipt from the disclosing party; (ii) a matter of public knowledge through no fault of the receiving party; (iii) rightfully furnished to the receiving party by a third party without restriction on disclosure or use; or (iv) independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information. Each party shall (i) use Confidential Information of the other party only for the purposes of exercising rights or performing obligations in connection with this Contract and the CCPM, and (ii) use at least reasonable care to protect from disclosure to any third parties any Confidential Information disclosed by the other party for a period from the date hereof until three (3) years following the termination date of this Contract, provided, however, that Confidential Information that constitutes, contains or reveals, in whole or in part, EMC proprietary rights shall not be disclosed by the receiving party at any time. Notwithstanding the foregoing, a receiving party may disclose Confidential Information: (i) pursuant to a valid order of a court or authorized government agency provided that the receiving party has given the disclosing party prompt notice so that the disclosing party will have an opportunity to defend, limit or protect against such disclosure; or (ii) as otherwise required by law provided that the disclosing party will limit any disclosures so required to the strict minimum required to comply with any law which mandates such disclosure.
8. INDEPENDENT CONTRACTOR: The Contractor acknowledges and understands that the performance of this Contract is as an independent contractor and as such, the Contractor is obligated for all applicable federal, state and local taxes, etc. 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.
9. NONDISCRIMINATION POLICY: Both parties agree that all services rendered under this contract will be done so without regard to race, creed, color, sex, national origin, religion or handicap.
10. MISCELLANEOUS REQUIREMENTS: Upon execution of this contract, the Contractor shall furnish the Jefferson County Finance Department with information required for Form 1099 reporting and other pertinent data required by law.
11. TERMINATION FOR CONVENIENCE: Upon sixty (60) days written notice to the Contractor, the County may without cause and without prejudice to any other right or remedy to the County, elect to terminate the Contract. In such case the Contractor shall be paid (without duplication of items): (1) for completed services executed in accordance with the Contract prior to the effective date of termination, including fair and reasonable sums for such work; (2) for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Contract in connection with any uncompleted work; and (3) for reasonable expenses directly attributable to termination, excluding loss of anticipated revenue or other economic loss arising out of or resulting from such termination.
12. AMENDMENT OF AGREEMENT: This Contract together with the separate Terms and Conditions for Continuous Coverage Product Maintenance entered into by the parties hereto and dated on or about the latest date of signature below (the "CCPM") contain the entire understanding of the parties, and no change of any term or provision of the Contract or the CCPM 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 and/or the CCPM (as applicable). A written request must be made to the County and an amended agreement will be executed.

13. INSURANCE: Contractor will maintain such insurance as will protect him and the County from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this Contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama. Evidence of insurance will be furnished to the County upon request. Contractor must have adequate General and Professional liability insurance of not less than \$1,000,000 per occurrence.

14. COUNTY FUNDS PAID: Contractor certifies by the execution of this Contract that no part of the funds paid by the County pursuant to this Contract 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 certifies 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 Contract and further certify that, except as expressly set out in the scope of work or services of this Contract, no promise or commitment of any nature whatsoever of anything of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Contract.

15. HOLD HARMLESS AND INDEMNIFICATION: In addition to the provisions of Section 6 of the CCPM, Contracting party agrees to indemnify, hold harmless and defend the County, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost and reasonable attorney's fees, for damages awarded to a third party, or agreed by Contractor to be paid in a final binding settlement, against or imposed upon County because of bodily injury, death or tangible property damage, real or personal. Contractor obligation under this Section shall not extend to any liability caused by the negligence of the County, or its employees.

16. CONFLICT WITH TERMS AND CONDITIONS: To the extent that any provision of this Contract conflicts with the attached CCPM, this Contract shall control.

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

WITNESSES:

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collies, President

Jefferson County Commission

EMC CORPORATION

Chantal VanLede Lyon

Director, Managing Counsel Business Law Group

Motion was made by Commissioner Carns seconded by Commissioner Smoot that the above resolution be adopted. Voting "Aye" Carns, Smoot and Collins.

Aug-24-2010-796

WHEREAS, the Office of Senior Citizens Services has received a grant award from the Alabama Department of Senior Services (ADSS) to help sponsor the Ms. Senior Alabama Program in the amount of \$10,000.00; and

WHEREAS, the grant funds will be used to support the Ms. Senior Alabama Program for 2011; and

WHEREAS, there is no in-kind match and therefore, no additional funds are required.

NOW, THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION to accept the grant in the amount of \$10,000.00 for the Ms. Senior Alabama Program.

Motion was made by Commissioner Carns seconded by Commissioner Smoot that the above resolution be adopted. Voting "Aye" Carns, Smoot and Collins.

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following License Agreement between Jefferson County, Alabama and Wayne A. Pickle for use of flood mitigated located at 171 and 194 Valley Drive, Brookside as a private yard and horse pasture.

LICENSE AGREEMENT BY AND BETWEEN
JEFFERSON COUNTY, ALABAMA
AND
WAYNE A. PICKLE

PART I: PROGRAM DESCRIPTION

Jefferson County purchased properties located in designated Special Flood Hazard Areas under the Jefferson County Flood Mitigation Program which requires the removal of houses and improvements and that the cleared land be used in perpetuity as open space in order to protect and preserve natural floodplain values.

DISASTER ASSISTANCE

No further disaster assistance from any Federal source for any purpose related to the property may be sought, nor will any such assistance be provided.

USE

Jefferson County may convey a revocable license to a private individual or entity for purposes compatible with the Allowable Uses described below, including agriculture.

If title to the property is transferred to a public entity other than a qualified state or federal agency with a conservation mission, it must be conveyed subject to a Conservation Easement that shall be recorded with the deed and shall incorporate all terms and conditions set forth herein, including the easement holder's responsibility to enforce the easement.

ALLOWABLE USES

- (A) The property shall be dedicated and maintained in perpetuity for uses compatible with open space, recreational, or wetlands management practices.
- (B) In general, allowable open space, recreational, and wetland management uses include lawns, gardening, grazing, and buffer zones.
- (C) No new structure(s) or other improvement(s) will be constructed or placed on the property.
- (D) No vehicle shall remain onsite for more than one, consecutive, twenty-four (24) hour time period.
- (F) Existing grades shall be maintained on the property, except for minor finished grading operations associated with allowable uses listed above. The placement of fill material and/or excavation is expressly prohibited.
- (G) The property shall be maintained in such manner as to prevent erosion and impediments to the accommodation and discharge of floodwaters.

INSPECTION

Jefferson County shall inspect the subject property every two (2) years on the 6th day of April to verify that the property continues to be maintained in a manner consistent with the open space provisions of the Program and may inspect the property at any other time at its sole discretion.

MAINTENANCE

If the subject property is not maintained according to the terms of the Program, Jefferson County shall be responsible for taking any measures needed to bring the property back into compliance or in its discretion revoke the license in accordance with the terms contained herein.

DEFINITIONS

- (A) FEMA: Federal Emergency Management Agency
- (B) Jefferson County Flood Mitigation Program (the Program): a program administered by Jefferson County, Alabama which purchases properties that are vulnerable to flooding and that are located within a Special Flood Hazard Area, and using a combination of FEMA and County funding sources.
- (C) Special Flood Hazard Area: the land within a community subject to a one percent or greater chance of flooding in any given year (the Base Flood). The area may be designated Zone A, AE, AH, AO, or A199 on the Flood Insurance Rate Map.
- (D) Structure: a walled and roofed building that is principally above ground, a manufactured home, a gas or liquid storage tank, and other manmade facilities or infrastructures
- (E) Structural Flood Mitigation: an engineered solution, such as modification of drainage ways or construction of stormwater detention/retention facilities, designed to reduce the elevation of the Base Flood.

PART II: REVOCABLE LICENSE AGREEMENT

This Agreement is entered into by and between Jefferson County, Alabama, hereinafter referred to as the "COUNTY" or "LICENSOR" and Wayne A. Pickle, hereinafter referred to as the "LICENSEE".

WHEREAS, the County owns property purchased through the Jefferson County Flood Mitigation Program; and

WHEREAS, the Licensee desires to utilize said property for such uses as allowed herein.

NOW, THEREFORE, in consideration of the forgoing, the County does hereby license unto the Licensee the property owned by the County as described in Exhibit "A", attached hereto upon the following terms and conditions:

PROPERTY DESCRIPTION

The property subject to this license agreement is generally located in the Town of Brookside, Alabama and more particularly described in Exhibit "A" (map on file in the Minute Clerk's office) attached hereto and incorporated by reference herein.

REAL ESTATE LICENSE

The County hereby grants a revocable license to the Licensee for the private uses allowed under the uses permitted by the Flood Mitigation Program and no other, applicable only to the real property described in Exhibit "A".

TERM OF AGREEMENT

The term of this agreement shall begin upon execution and end ten (10) years from the date of execution, with five year renewals thereafter. At the conclusion of the first term, if the Licensee's performance has been satisfactory to the County, the County will favorably consider the Licensee for another contract term, provided, the County shall not be obligated to award said contract to Licensee.

REMOVAL OF IMPROVEMENTS

Unless termination occurs earlier, the Licensee shall have sixty (60) days from the termination date to remove any and all improvements from the property at its own expense. Any improvements not removed within said sixty (60) days shall be deemed abandoned and the County's cost of removing said improvements shall be born by the Licensee.

LICENSEE:

- 1) Shall protect and maintain the property in the manner and degree that is usual and ordinary for well maintained lands conforming at all times to community standards of safety and decency and as further stipulated herein.
- 2) May be authorized to make improvements upon the property as may be approved by the Director of Land Planning and Development Services in accordance with the permitted uses described herein.
- 3) Shall and does hereby agree to hold harmless and defend the Jefferson County, its elected officials and employees from and against any and all claims, suits and judgments for personal injury, including death, and property damages and liability whatsoever, in any manner arising out of this license and the use of the property and the facilities thereon by the Licensee.
- 4) Shall and does hereby acknowledge direct familiarity with the property and accept it "as is".
- 5) Shall be responsible for all utilities, including garbage pickup, that serve the property both now and as may be approved in the future.
- 6) Shall be responsible for providing any and all security needed at the property.
- 7) Agrees that this License Agreement does not in any way grant any right, title or interest in County property and is for the limited purpose of the private use and enjoyment as allowed herein of the property described herein as Exhibit "A".
- 8) Agrees that the privileges and permissions granted by this Agreement apply only to the Licensee and neither the privileges and permissions granted nor this Agreement are transferable to any other party without the express written consent and permission of the County.
- 9) Agrees that in the event that Licensee abandons its use of the property described in Exhibit "A" attached hereto that this License shall automatically be revoked and shall become null and void without further action by the County. Six (6) months of continuous non use by the Licensee shall constitute abandonment for purposes of this section.
- 10) Agrees that this Agreement constitutes the complete understanding between the parties and that no other promises or agreements have been made or things promised to Licensee.
- 11) May revoke and terminate this license agreement for any reason within 48 hours of service of notice upon the County at which time the Licensee shall have sixty (60) days to remove at its own expense all such items as may have been placed upon the property and restore the property to its original condition unless otherwise agreed upon in writing by the parties.

JEFFERSON COUNTY:

- 12) Shall have the right to enter onto the property at any time for the purpose of inspecting the property to ensure compliance with the terms of the Flood Mitigation Program.
- 13) May notify the Licensee of any remedial actions required to maintain compliance with the terms of the Program and establish deadlines for such work to be completed.
- 14) May revoke and terminate this license agreement for any reason within 48 hours of service of notice upon the Licensee at which time the Licensee shall have sixty (60) days to remove at its own expense all such items as may have been placed upon the property and restore the property to its original condition unless otherwise agreed upon in writing by the parties.

Should any provision of this Agreement be found to be invalid or unenforceable, the rest and remainder of the provisions and their application shall not be affected and shall remain valid and enforceable.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed in their names and behalfs this the _____ day of _____, 2010.

WITNESS: JEFFERSON COUNTY, ALABAMA
Bettye Fine Collins, President
Jefferson County Commission
LICENSEE
WITNESS: Wayne A. Pickle

Motion was made by Commissioner Carns seconded by Commissioner Smoot that the above resolution be adopted. Voting "Aye" Carns, Smoot and Collins.

Aug-24-2010-798

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the General Retirement System take the following action:

Malinda Stubbs Parker, Tax Collector-Birmingham was granted a military leave of absence from May 17, 2010 to July 17, 2010, and the amount of pension contributions due Malinda Stubbs Parker is \$645.16 plus the County matching contributions of \$645.16 for a total of \$1,290.32.

Motion was made by Commissioner Smoot seconded by Commissioner Carns that the above resolution be adopted. Voting "Aye" Smoot, Carns and Collins.

Aug-24-2010-799

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

AGREEMENT

RECITAL:

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

WITNESSETH:

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

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

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

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

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

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

Date	JEFFERSON COUNTY, ALABAMA Bettye Fine Collins, President Jefferson County Commission
Date	Brandon K. Falls, District Attorney Birmingham Division
Date	John M. Hart, Deputy District Attorney Birmingham Division

AMENDMENT AGREEMENT

WITNESSETH

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

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

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

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

JEFFERSON COUNTY, ALABAMA Bettye Fine Collins, President Jefferson County Commission Brandon K. Falls, District Attorney John M. Hart, Deputy District Attorney

Motion was made by Commissioner Smoot seconded by Commissioner Carns that the above resolution be adopted. Voting "Aye" Smoot, Carns and Collins.

Aug-24-2010-800

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following Agreement between Jefferson County, Alabama and Assistant District Attorney Minne Tunstall, Bessemer Division to forward County compensation/benefits to the Office of Prosecution Services.

AGREEMENT

RECITAL

Alabama law requires Jefferson County to pay specified annual compensation to the Birmingham and Bessemer Assistant District Attorneys. The law also requires the state to pay a portion of the compensation for some of the District Attorneys. Where the compensation responsibility is divided between the County and the State, the Assistant District Attorney's pension membership is also divided between the County pension and the State pension. Through this agreement, the parties establish an option for the District Attorneys and the Assistant District Attorneys to elect to have the County provided compensation, pension contribution and health insurance amounts for single or family overage paid directly to the Office of Prosecution Services (OPS) and merged with the State

provided compensation and paid to the Assistant District Attorney on the OPS payroll so that the entire compensation may be considered for the State pension.

WITNESSETH

IN CONSIDERATION OF THE PREMISES, Jefferson County (the County), the District Attorney, the District Attorney for the Bessemer Division and the Assistant District Attorneys in both divisions agree as set out below

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

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

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

1. By execution below, the Assistant District Attorney hereby elects to have his County provided compensation/benefits paid directly to the Office of Prosecution Services and merged with his State-provided compensation and paid to him on the OPS payroll.
2. By execution below the District Attorney hereby endorses and approves the above election of the Assistant District Attorney.
3. The County hereby agrees to make quarterly payments in advance, no later than the 10th day of the months of January, April, July and October of each year, of the County-Provided compensation/benefits, directly to the Office of Prosecution Services for merger with the State provided compensation and paid to the assistant district attorney on the OPS payroll.
4. The amount initially to be paid by the County is set out on the attachment. Provided however, the amounts shall be automatically amended to reflect changes in the compensation to be paid by the County; i.e., the annual step raises and promotions for Assistant District Attorneys and changes in insurance coverage and the amount paid by the State.
5. This Agreement may be terminated by any party upon two months prior written notice to the other parties.
6. The effective date of this Agreement shall be September 1, 2010, or upon the effective date of the undersigned ADA's election, if later.

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

JEFFERSON COUNTY, ALABAMA

Bettye Fine Collins, President

Arthur Green, Jr., District Attorney

Bessemer Division

Minne Tunstall, Asst. District Attorney

Bessemer Division

Motion was made by Commissioner Smoot seconded by Commissioner Carns that the above resolution be adopted. Voting "Aye" Smoot, Carns and Collins.

Aug-24-2010-801

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and AmCad to implement a Court Case Management and ROAM System for Jefferson County Probate Court in the amount of \$317,624 and to provide software maintenance and database maintenance and support upon "go live" in the amount of \$92,642. Subject to County Attorney approval.

Motion was made by Commissioner Carns seconded by Commissioner Smoot that the above resolution be adopted. Voting "Aye" Carns, Smoot and Collins.

Aug-24-2010-802

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the sewer back up claim of Mrs. SchRonda Bolton-McCord in the amount of \$16,497.95 and the sanitary sewer sump pump installation claim of Thurman Murrell, d/b/a Murrell Plumbing Gas & Drain Cleaning in the amount of \$9,120.86 is hereby approved.

BE IT FURTHER RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Director of Finance is hereby directed to issue a check made payable to Mrs. SchRonda Bolton-McCord and Murrell Plumbing Gas & Drain Cleaning in the amount of \$25,618.81 and forward it to the County Attorney for disbursement.

Motion was made by Commissioner Smoot seconded by Commissioner Carns that the above resolution be adopted. Voting "Aye" Smoot, Carns and Collins.

Aug-24-2010-803

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 Smoot seconded by Commissioner Carns that the above resolution be adopted. Voting "Aye" Smoot, Carns and Collins.

Bids were received and publicly opened and read from the following contractors on the Bessemer Courthouse and Annex Renovations Project at 2:00 p.m. Brice Building Company, Inc.; Clements Dean Building and Golden & Associates Construction, LLC

Bids were referred to General Services for tabulation, report and recommendation.

Thereupon the Commission Meeting was adjourned to meet Tuesday, August 31, 2010, at 10:00 a.m. in Commission Chambers.

President

ATTEST

Minute Clerk